AGREEMENT

BETWEEN

WOODSTOCK BOARD OF EDUCATION

AND

WOODSTOCK ASSOCIATION OF TEACHERS

July 1, 2018 - June 30, 2021

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	NOTIFICATIONS	2
ARTICLE III	TEACHER RIGHTS	3
ARTICLES IV	LEAVE PROVISIONS	4
ARTICLE V	ASSOCIATION RIGHTS	9
ARTICLE VI	WORKING CONDITIONS	9
ARTICLE VII	ADVISORY COUNCIL	11
ARTICLE VIII	ASSIGNMENT AND TRANSFERS	12
ARTICLE IX	REDUCTION IN FORCE	
ARTICLE X	STUDENT/TEAM-MASTER TEACHER	14
ARTICLE XI	SALARIES AND BENEFITS	15
ARTICLE XII	GRIEVANCE PROCEDURE	25
ARTICLE XIII	STATEMENT OF COMMITMENT	28
ARTICLE XIV	TEACHER DRESS CODE	29
ARTICLE XV	DURATION AND MISCELLANDEOUS	29
APPENDIX A-1	SALARY SCHEDULE 2018-2019	31
APPENDIX A-2	SALARY SCHEDULE 2019-2020	32
APPENDIX A-3	SALARY SCHEDULE 2020-2021	33
APPENDIX B-1	MEDICAL, DENTAL AND VISION INSURANCE	34
APPENDIX B-1	PPO BENEFIT PLAND DISCRIPTION	34
APPENDIX B-2	HIGH DEDUCTIBLE HEALTH PLAN/HSA BENEFIT PLAN DESCRIPTION	38
INDEX		39

PREFACE

This AGREEMENT is made and entered into, by and between the WOODSTOCK BOARD OF EDUCATION (hereinafter referred to as the "Board") and the WOODSTOCK ASSOCIATION OF TEACHERS (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Woodstock is their primary mutual aim and the character of such education depends upon the quality and morale of the professional staff, as well as public support for the school system, and

WHEREAS, the Board has the final responsibility for establishing the educational policies for the Woodstock School System, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

- A. This Agreement is subject to, and is designed to operate within the framework of the General Statutes of the State of Connecticut.
- B. Except as otherwise expressly provided for in this contract, the Board retains the right to direct the operations of the school system, including such powers as accorded by law. The Board and the Association recognize the importance of responsible participation by the professional staff in the educational process, planning, development, and growth.
- C. This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement, and neither party shall be required during the term hereof to negotiate upon any issue. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE I RECOGNITION

A. The Board recognizes the Association as the representative of those certified professional employees and individuals holding a Durational Shortage Area Permit (DSAP) who are employed by the Board in positions requiring a teaching or special services certificate and are not eligible for membership in the administrators' unit or otherwise excluded from the purview of Connecticut General Statutes Sections 10-153a to 10-153n, inclusive.

B. Durational Shortage Area Permit (DSAP)

- 1. Teachers working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining Agreement, except as follows:
 - a. DSAP holders shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
 - b. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
- 2. DSAP holders shall have no bumping or recall rights under this Agreement.

C. Long-term Substitute

A long-term substitute teacher who possesses appropriate and current certification and/or a DSAP and who has worked for forty (40) school days or more in the same teaching assignment, in a school year, shall be placed on the salary schedule at B.A. Step 1 as of the forty-first (41st) school day in the same teaching assignment for the duration of the same teaching assignment. Such long-term substitutes shall not be entitled to any other benefits identified in the collective bargaining Agreement.

ARTICLE II NOTIFICATIONS

- A. The Board shall issue a Teacher's Annual Salary Notification to each teacher by June 15th of each school year. Each teacher shall sign said Notification and return it to the Board of Education no later than June 30th.
- B. The Board shall issue a Teacher's Annual Stipend Notification to each teacher who is appointed to a stipend position. Said Notification shall be signed by the teacher and returned to the Board before the start of the stipend activity or within two (2) weeks of receiving notification of appointment and salary, whichever is earlier.

ARTICLE III TEACHER RIGHTS

A. Protection of Teachers

- 1. Teachers shall report immediately in writing, to their Principal, all cases of assault suffered by them in connection with their employment.
- 2. The Board shall protect and save harmless any teacher from financial loss and expense incurred as a result of an assault on such teacher while acting within the scope of his/her employment, in accordance with Connecticut General Statutes Section 10-236a, as it may be amended from time to time.
- 3. Teachers are covered by both the Workers' Compensation Act and unemployment compensation laws in accordance with applicable statutes of the State of Connecticut. The Board shall continue providing legal aid and assistance to teachers as per Connecticut General Statutes, where the teacher was acting in the discharge of his/her duties or scope of employment.
- 4. Any specific charge made against a teacher by a parent, student, or other person(s) shall be called to the attention of the teacher promptly. In no case shall any unsubstantiated complaint be considered.
- 5. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but will not necessarily mean agreement with the content of the material.
- 6. Any credible, substantive, written complaint made against a teacher by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.

B. <u>Just Cause</u>

No teacher shall be disciplined, subject to written or verbal reprimand, reduced in rank or compensation, denied an increment, or suspended, without reasonable and just cause. If a teacher is to be so disciplined, reprimanded or otherwise deprived of any professional advantage by the Board or its agents, he/she shall be entitled to receive a statement of reasons in writing and may have a representative of the Association present.

ARTICLE IV LEAVE PROVISIONS

A. The Board and Association agree that absenteeism presents a disruptive force to the continuity of the educational program. Each teacher views attendance as a professional responsibility.

B. Sick Leave

- 1. Sick leave provisions shall be pursuant to Connecticut State Statute, Section 10-156 or its successor statutes.
- Teachers will begin each school year drawing sick leave from their annual fifteen (15) sick
 days before drawing on any accumulated sick leave. Teachers shall be notified annually of
 the total number of unused sick leave days they have accumulated.
- The Superintendent may, in his/her discretion, grant extended sick leave for prolonged illness or other infirmity. This sub-paragraph shall not be subject to the grievance procedure.
- 4. The payment of the difference between full salary and any benefits under Workers' Compensation shall be charged to sick leave until the accumulated sick leave fund of the employee is exhausted.
- 5. If the Board reasonably suspects, and has given prior written notice, that a teacher is suspected to have abused sick leave, the Board may require the teacher to produce a physician's certification of illness for any period of absence of greater than four (4) consecutive days or a pattern of abuse, or may require the teacher to undergo an Independent medical examination, at Board expense.
- 6. The Board may require medical certification of a teacher's fitness for duty before return from an absence of five (5) or more consecutive days.
- 7. For absence for illness beyond accumulated sick leave, teachers shall receive the difference between their substitute's pay and their per diem rate, one-one hundred eighty-ninth (1/189) of salary for a period of forty (40) school days, or to the end of the school year, whichever comes first. This benefit shall be made available only to teachers who have at least forty (40) days of accumulated sick leave available immediately prior to the beginning of the school year.

8. Sick Leave Reimbursement

a. Any full time teacher with twenty (20) years of service at the Woodstock Public Schools will be eligible for reimbursement, upon retirement only, of accumulated

sick leave in excess of seventy- five (75) days at the rate of thirty (\$30) dollars per day to a maximum of fifty (50) days. This provision shall not apply to teachers hired on or after July 1, 2018.

b. "Retirement" shall be defined as retirement under the teacher's retirement system in Connecticut, as set forth in Section 10-183 <u>et seq</u>. of the Connecticut General Statutes, as it may be amended from time to time.

9. Sick Leave Bank

- a. Each teacher at his/her discretion may donate one (1) sick leave day of the fifteen (15) annual days described above to a sick leave bank fund which may be drawn on by any teacher for the teacher's extended illness necessitating the teacher's continued absence beyond the teacher's accumulated sick leave, in accordance with the procedures set forth below. Normally, grants from the sick leave bank shall be made only for documented catastrophic illnesses requiring consecutive days of absence, including periods of disability following childbirth. However, exceptions may be made for catastrophic illnesses for which intermittent absences may be necessary, for example, chemotherapy treatments or the like. Sick leave contributions, once made, shall not be subject to recall by the contributing teacher and shall be handled as hereinafter described:
 - (1) Unused sick leave in the sick leave bank shall accumulate to a maximum of one hundred fifty (150) days from year to year and contributions shall be made annually on or before June 1st of each academic year.
 - (2) The Association shall determine which, if any, of the teachers shall be entitled to receive sick days within the bank or prorated share thereof, subject to the approval of the Superintendent. If the Superintendent denies a request for a grant of sick leave days from the bank, the Association may appeal the Superintendent's denial to a panel composed of three (3) members of the Board and three (3) members of the Association. A majority vote of the panel shall be necessary to overrule the Superintendent's denial of a request for days from the bank. The decision of the panel shall not be subject to the grievance procedure.
 - (3) The Association shall be responsible for keeping records regarding contributions to and withdrawals from the sick leave bank and shall on October 1st and on June 1st advise the Superintendent of days contributed by individual teachers. The Superintendent shall review the records provided and certify the accuracy thereof.
- b. The Association further agrees to save the Board harmless from any and all claims of any kind arising out of the legality of the sick leave bank and its operation, including contributions to or withdrawals from the bank.

10. In addition to personal days, a teacher may draw eight (8) additional days from his/her accumulated sick days for purposes of attending to illness of an immediate family member.

C. Jury Duty Leave

In the event that a teacher is summoned for jury duty, and is not subsequently excused after the teacher's request, the teacher shall receive his/her full day's pay minus any jury duty stipend. This leave shall not be deducted from sick leave or personal days. No teacher shall be required to request relief from jury duty.

D. Miscellaneous Leaves

Leaves taken pursuant to the provisions of this section shall be in addition to sick leave to
which the teacher is entitled by Connecticut General Statute Section 10-156. Application
for such leaves shall be submitted on forms provided by the Superintendent of Schools,
with said application directed to the Principal initially and subsequently to the
Superintendent of Schools.

2. Personal Leave

- (a) Teachers will be allowed four (4) Personal Days with full pay annually. These days are non-cumulative, except as stated below.
- (b) Application for Personal Leave, for the following reasons shall be made to the immediate supervisor in advance:
 - (1) Compelling personal or professional obligations which cannot be scheduled outside working hours; or
 - (2) Legal obligations which cannot be scheduled outside working hours; or
 - (3) Religious holidays.
- (c) Except in cases of emergency, a teacher requesting personal leave must notify the Principal, on forms provided by the administration, at least two (2) school days prior to taking such leave. The teacher must check-off the reason for which the leave is being requested.
- (d) A teacher may not take more than a total of two (2) personal days during the months of May and June. The Superintendent or his/her designee may waive this provision for good cause shown.
- (e) If a personal day is requested for a day immediately preceding or following a holiday or vacation, unpaid leave shall be granted only at the discretion of the

administrator, who shall be guided by the needs of the school system and by the reasons listed in Paragraph 2, subsection (b) (1), (2) and (3) above.

(f) Teachers shall be permitted to carry over up to one (1) unused personal day from one (1) year to the next resulting in a maximum of five (5) personal days per year total.

3. Professional Conference/Visitation Leaves

Arrangements for such leave shall be made by the teacher as far in advance as possible, with final plans submitted to and subject to the approval of the Superintendent of Schools.

4. Long-Term Leave of Absence

- a. A teacher may be granted such leave without pay or benefits, at the discretion of the Board, for a period not to exceed one (1) year, for reasons to be specified by the individual teacher.
- b. Each teacher granted such long-term leave shall have the following re-employment rights:
 - (1) If said teacher notifies the Superintendent, in writing, on or before March 1st of his/her intent to return to active employment the following September, said teacher will be returned to his/her prior position at the commencement of the school year. If this prior position has been eliminated, said teacher will be returned to another teaching position, provided that a teaching position is available for which he/she is certified and on the recommendation of the Superintendent. In the absence of emergency circumstances, failure to provide such written notification by March 1st shall be considered a resignation of employment. If emergency circumstances prevent a teacher on leave from giving notice by March 1st, documentation of the emergency circumstance and notification of the intent to return shall be provided within two (2) weeks of the March 1st deadline.
 - (2) Upon return to duty, said teacher will be credited with all unused sick days accumulated prior to having been granted such leave.
 - (3) Upon return to duty, said teacher will be credited with the number of years teaching experience previously acquired toward future incremental and seniority benefits.

5. Bereavement Leave

In addition to personal leave, all teachers will be allowed up to five (5) days leave of absence with full pay for each death in the immediate family. Immediate family will

include parents, in-laws, grandparents, children, brothers, sisters, spouses, or other relatives who have been a part of the immediate family household. This leave must be concluded within five (5) calendar days following the death, unless a memorial service is planned at a later time. Additional bereavement time may be approved by the Superintendent for extenuating circumstances.

F. Mediation and/or Arbitration Leave

Released time from all regular duties will be granted to members of the Association Negotiation Team without loss of pay, as necessary, in order to participate in mediation and arbitration sessions, limited to six (6) teachers.

G. Childbirth Provisions

- 1. As required by law, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disability 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 State Statutes.
- 2. Accumulated sick leave shall be available for use during periods of such disability.
- 3. A teacher who becomes pregnant shall so notify the Superintendent at least three (3) months prior to the expected date of delivery. Disability leave shall begin on that date when the teacher is no longer able to perform her teaching duties.

H. Child Rearing

- 1. Paid leave, to be deducted from accumulated sick leave, shall be available to teachers' in connection with the adoption or birth of a child, under the conditions described below.
- 2. In order to be eligible for such paid leave, a teacher must satisfy all of the following conditions:
 - (a) The teacher must have been continuously employed by the Board for at least one year at the time such leave is to commence.
 - (b) The teacher must be the primary caregiver for the child.
 - (c) The leave must commence within three (3) months of the adoption of the child. The adoptive child cannot be the natural child, stepchild or grandchild of either adoptive parent.
- 3. A teacher who is eligible for paid leave in accordance with the requirements set forth above may elect to take up to ten (10) days of paid leave, to be deducted from the teacher's accumulated sick leave, in connection with the birth or adoption of a child.

- 4. Insurance benefits and all other benefits the teacher is receiving at the time such leave commences shall remain in effect for the duration of such leave.
- 5. To the extent that the teacher is eligible for leave under the Family and Medical Leave Act in connection with the birth or adoption of the child, the paid leave taken under this policy shall be designated as Family and Medical Leave.
- 6. Such leave must be used on consecutive days.
- 7. A teacher wishing to utilize such leave shall provide legal documentation of the adoption.

ARTICLE V ASSOCIATION RIGHTS

- A. The Association, with proper notification to the administration, will have the right to use the school buildings without cost at reasonable times for meetings, provided however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings.
- B. The Association will have access to bulletin boards in the Principal's office and faculty rooms to display notices, circulars, and other Association materials.

ARTICLE VI WORKING CONDITIONS

A. Work Year

The salary schedules are based on one hundred eighty-nine (189) teacher work days. The total number of full instructional days for students shall be one hundred eighty-two (182). Nothing in this provision shall preclude the Board from adopting partial days. Non-instructional days shall be used for professional development, common planning time, and other activities appropriate to support the instructional program, as determined by the administration with input from the school district's Professional Development/Teacher Evaluation Committee. The Board shall not increase the teacher work year without subsequent impact bargaining.

B. Workday

The full-time teacher workday shall normally be seven (7) hours and ten (10) minutes.
 Nothing shall preclude any teacher from voluntarily exercising his/her professional
 judgment and working beyond the normal work day. Teachers shall report to their
 classrooms fifteen (15) minutes prior to the official opening of school and shall remain

after the time of student dismissal for fifteen (15) minutes, unless such time is extended to meet with parents or professional personnel, or other duties as may be assigned. Consultations and conferences are recognized as a professional responsibility. Teachers may make specific arrangements with their building principals, or designee, for late arrival and/or early departure, subject to the approval of the building principal.

- 2. The School Board Policy will determine the starting and dismissal time of pupils. However, the teachers' work day shall not be increased without subsequent impact bargaining.
- 3. All teachers shall have a duty-free lunch period of thirty (30) minutes daily.
- 4. All duties referred to in Section B, Paragraph 1 shall be distributed equitably among all staff.
- C. A faculty lounge will be provided in each school.
- D. Teachers are required to have a clear, detailed substitute folder, including lesson plans, available at all times. Said folder is subject to review at any time by the school administration.
- E. Teachers shall make themselves available for (1) hour per week, by pre-arrangement with parents, for students who need extra help or for professional development purposes, at a time to be set after administration confers with individual teachers. Nothing in this provision shall preclude any teacher from voluntarily exercising his/her professional judgment and making themselves available for more than one (1) hour per week for such purposes.
- F. Teachers shall be required to collect money only if it is to be used for educational purposes. Teachers shall not be held responsible for moneys collected providing they have turned the money over to the Principal for safekeeping, or have given it to the clerk to be deposited in the bank.
- G. There may be one (1) fifty (50) minute faculty meeting during the first week of each month. If an emergency requires, additional meetings may be scheduled. The Principal shall select the specific day of the week after conferring with the Association. Items submitted by the faculty may be put on the agenda. No items of Association business will be placed on the agenda. The agenda for such faculty meetings shall be prepared in advance by the Principal, whenever possible. Such meetings may include grade-level, cross-grade level, subject area, assessment or other specific groups of teachers grouped together for instructional purposes as determined appropriate by the administration.
- H. The Board and Association recognize the advantages of maintaining pupil-teacher ratio at levels which provide an optimum learning situation. The Board, within budgetary limitations, will provide teachers at grade levels where enrollments become excessive based upon the recommendation of the Superintendent of Schools. When space limitations prohibit the

hiring of a teacher for that grade level, then positive action, such as the hiring of a classroom assistant will be taken.

In-service days may be scheduled at the discretion of the Superintendent.

J. Preparation/Planning Periods

- 1. A preparation and planning period shall be used, either within or outside the classroom, for preparation and planning of classroom materials, or at the teacher's discretion, for other school related activities.
- 2. Each teacher in Grades five (5) through eight (8) shall have a minimum of five (5) preparation and planning periods per week of at least forty-five (45) minutes daily for educational purposes within the school.
- 3. Whenever possible, each regular classroom teacher's schedule in Grades five (5) through eight (8) will be limited to thirty (30) periods per week.
- 4. For purposes of Paragraphs J1 and J2 above, a "period" is equal in length to a regular teaching period in that teacher's school.
- 5. Each teacher in Grades one (1) through four (4) will be granted a preparation and planning period of at least forty-five (45) minutes daily when the art, music, physical education, technology or library specialist (or their substitute) is with his/her class. If a specials teacher is absent and the teacher misses his/her preparation period as a result, the Board will make up the forty-five (45) minute preparation period. If a pre-kindergarten or kindergarten teacher is teaching a full day pre-kindergarten or kindergarten session, he/she shall have preparation and planning time consistent with teachers in Grades one (1) through four (4).
- 6. Each pre-kindergarten and/or kindergarten teacher teaching half-day (½) pre-kindergarten or kindergarten sessions shall have a twenty (20) minute preparation and planning period during the morning and afternoon sessions.
- K. Adequate parking space will be provided.
- L. In order to promote a positive and constructive school climate, the parties mutually agree to carry out their respective responsibilities under this Agreement in a professional and respectful manner.

ARTICLE VII ADVISORY COUNCIL

A. An Advisory Council will be established for the purpose of maintaining communications

between administration, the teaching staff, and the Board. The Council will consist of two (2) Board members, the Superintendent, two (2) Principals, two (2) Co-Presidents of the Association, when applicable, two (2) Vice-Presidents of the Association, and a teacher representative from both the elementary and middle school levels.

B. Meetings will be held at the request of any of the membership. The aim of the Council will be to air, discuss, explore, and research suggestions submitted for consideration by members of the Council. The fact that a matter of discussion is not resolved satisfactorily to all parties does not make the matter of discussion a negotiable item. Nothing in this section shall be viewed as prohibiting the Union from filing a grievance in accordance with Article XII, "Grievance Procedure."

ARTICLE VIII ASSIGNMENT AND TRANSFERS

- A. The assignment and transfer of teachers within the school system is the responsibility of the Superintendent of Schools.
- B. The existence of vacancies shall be adequately publicized within the system by posting on the Association bulletin boards and the district website, as far in advance of the date of filling such vacancy as possible. The position shall be permanently filled no earlier than five (5) calendar days following notification. However, posting a vacancy does not guarantee that it shall be filled. Where the need to fill a vacancy of position arises during the summer vacation, the Association President and all teachers shall be notified by District email.
- C. Said notice of vacancy of position shall clearly set forth the qualifications for the position.
- D. Teachers who desire to apply for vacant positions shall file their applications, in writing, with the Superintendent, within the time limit specified in the notice. Any teacher who applies for any vacant position(s) for which he/she is certified shall be granted an initial interview and shall be notified, in writing, by the Superintendent, regarding the status of his/her request to fill such vacancy.
- E. Vacant positions shall be filled on the basis of qualification for the vacant position.
- F. Nothing herein contained precludes the Board from filling any vacancy with personnel not employed by the Board.
- G. In the determination of assignments, the convenience and wishes of the teacher shall be a factor to the extent that these factors do not conflict with the instructional requirements and best interests of the school system and the pupils.
- H. Grievances concerning assignments and transfers shall not be subject to the arbitration

provisions of the Agreement.

- I. Teachers initially employed by the Board shall receive their building, grade, and/or subject assignments from the Superintendent's office.
- J. Teachers shall be notified of any change in their programs and schedules for the ensuing school year, the grades and/or subjects that they will teach, and any special or unusual classes or assignments they will have, in writing, prior to the close of the school year, whenever possible.
- K. Any teacher being transferred shall be notified as soon as practicable, and under no circumstance should any transfer take place without consultation with the affected teacher.

ARTICLE IX REDUCTION IN FORCE

A. General Statement of Policy

It is recognized that under State law the Board has the responsibility to maintain good public elementary schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. Procedures

- 1. The Board may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be considered for termination, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
- Prior to commencing action to terminate teacher contracts under this policy, the Board will give due consideration to its ability to effectuate position eliminations and/or reduction in staff by voluntary retirements, voluntary transfers or resignations.
- 3. If the position of a teacher who has attained tenure status is eliminated by the Board, such teacher will be appointed to an available position for which he/she is certified and qualified. Available positions shall include vacancies and positions held by non-tenured teachers.
- 4. In the event no positions are available (vacancies or non-tenured) the following criteria shall apply in the following order:
 - (a) Certification status;

- (b) Total contractual experience in the system;
- (c) Total teaching experience;
- (d) Degree status;
- (e) Skills and ability as determined through written evaluations;
- (f) Recommendations of Principal(s) and administrative staff;
- (g) Additional course credit.

C. Policy Provisions Not Applicable to Promotion

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation.

D. Recall

- 1. Any teacher whose service has been terminated because of elimination or reduction in professional staff, shall be placed on a reappointment list and remain on such list for two (2) years, provided such teacher does not refuse an offer of reappointment.
- 2. Recall will be based on a reversal of staff reduction criteria.
- 3. In the event two (2) or more teachers are qualified and certified for a position and their contracts were terminated on the same day, the Superintendent shall determine the order of recall involving those teachers according to the criteria established in Paragraph B, subsection 4., hereof.
- 4. No new teachers shall be hired in a subject area or grade level until all laid-off teachers have been recalled or have had the opportunity to decline the opening, providing the laid-off teachers have proper certification and qualifications for the grade level or subject matter area.

ARTICLE X STUDENT/TEAM - MASTER TEACHER

- A. Each teacher shall have the right to accept or reject a student teacher, student observer or TEAM mentee who has been approved by the administration.
- B. Each student teacher and/or TEAM mentee shall be assigned to cooperating teachers, in an equitable manner, as determined by the administration and/or college.
- C. The Board and the Association agree to participate in the TEAM program as may be required by the State Department of Education. Service as a mentor teacher shall be voluntary from year to year.

- D. Mentor teachers shall be compensated at the rate set forth in Article XI (Salaries and Benefits), Section J, Paragraph 5.
- E. The Board's participation in the TEAM program, and/or decisions of the administration pertaining to same, shall not be subject to the grievance procedure.

ARTICLE XI SALARIES AND BENEFITS

A. The salaries of all teachers covered by this Agreement are set forth in Appendices A1 through A3, which are attached hereto, and made a part hereof.

B. <u>Degree Definitions</u>

- 1. <u>Bachelors</u>: shall mean a baccalaureate degree earned at a regionally accredited college or university.
- 2. M.A.: shall mean a Master's Degree earned at a regionally accredited college or university, or the successful completion of thirty (30) credits beyond the baccalaureate degree in a planned program specifically approved by a regionally accredited college or university. Such credits are to be in a planned program with documentation from the preparing institution.
- 3. <u>Sixth Year</u>: shall mean a total of thirty (30) semester hours of graduate study beyond the Master's Degree in a planned program at a regionally accredited college or university approved in advance by the Superintendent; or a Sixth Year Certificate in a specific field, or a second Master's Degree.
- 4. Teachers must submit official transcripts of their work to the Superintendent.
- 5. The Superintendent shall be notified of any anticipated degree change by January 1st as a condition to any change in salary lane for the following school year. Any teacher receiving a change in status will be placed on the appropriate salary schedule the following school year beginning with the first pay period in September or January, whichever is appropriate, following the degree change.

C. Placement on the Salary Schedule

- 1. The Superintendent shall determine the amount of credit to be granted for prior experience upon initial hiring.
 - (a) Full credit may be granted for:
 - (1) Teaching experience in private or public school.
 - (2) Short term absences as a part of the reserve program of the military services.

- (3) Involuntary conscription into military service which interrupted a teaching career.
- (b) Partial Credit may be granted for any non-teaching experience of a military, business, technical, or professional nature which might logically develop capabilities as a teacher or increase knowledge of subject matter.

D. Increments

1. Increments shall be as per salary schedule, subject to paragraph 2 hereof.

2. Increments and Longevity Stipend

It shall be the policy of the Board to allow increments and longevity stipends except where a teacher evidences lack of professional growth. When it is anticipated that an increment or longevity stipend is to be withheld, the teacher will be allowed time to correct the deficiencies through a system of evaluation and supervision. Withholding of an increment or longevity stipend will be implemented upon the recommendation of the administration and ratification by the Board at a regularly scheduled meeting.

E. Salary Payments

- 1. Salary will be paid in twenty-six (26) equal installments on every other Friday. The last payment for June and the payment for July and August shall be paid two (2) business days following the satisfactory completion of the year's work. A local direct deposit option will be provided, to the financial institution of the teacher's choice.
- 2. Teachers shall have the option to change payroll deductions on October 1st, January 1st, and/or April 1st.
- Teachers are required to utilize an electronic direct deposit account for the receipt of their salary payments.

F. Agency Shop and Payroll Deductions

1. Conditions of Employment

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 the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

2. Deductions

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 amount of the

deduction from each paycheck for membership dues shall be equal to the total Association membership dues, divided by twenty (20). Consecutive payments will commence with the first paycheck in September. The amount of the deduction for service fees from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first pay check in January through and including the first paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board prior to January 1st of each school year.

3. Subsequent Employment

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

4. Forwarding of Moneys

The Board agrees to forward to the Association a check for the amount of money deducted monthly. The Board shall include with such check a list of teachers for whom such a deduction was made.

5. Lists

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all teachers of the Board and the positions held by said teachers. The Board shall notify the Association monthly of changes in said list.

6. Reference to Association

For purposes of Section F of this Article, the singular reference to the "Association" herein shall be interpreted as referring to the Woodstock Association of Teachers, the Connecticut Education Association, and the National Educational Association.

7. Indemnification

The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under the "Agency Shop and Payroll Deductions" requirement. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall, at its sole cost, have the right to compromise or settle any claim or lawsuit against the Board under this section, with the approval of the Board, said approval not to be unreasonably withheld.

G. Other Deductions

1. Payroll deductions for hospitalization, medical, and dental insurance will be made in

twenty-six (26) installments, except deductions for annuities and teacher's retirement which will be made in twenty (20) installments.

- 2. Deductions for retirement plans and tax-sheltered annuities selected by the teacher will be made only if the teacher has signed permission for the school system's Financial Secretary to make such deductions. The forwarding of such deductions shall normally occur within three (3) business days following the issuance of payroll, and shall normally occur through electronic transmission, unless the institution accepting the deduction has contribution rules that require a variance from either the three (3) business day rule or the practice of making the contribution through electronic transmission.
- 3. Teachers shall have the option to participate in the designated Credit Union.

H. Annuity Plan

The teaching staff shall be eligible to participate in a maximum of five (5) tax-sheltered Annuity Plans established pursuant to Section 403(b) of the Internal Revenue Code.

I. Insurance Benefits

- 1. Teachers may choose from among the following health insurance options, as described below:
 - (a) Preferred Provider Organization type plan ("PPO"). PPO Plan coverage will include medical, dental and vision benefits described in Appendix B-1 of this Agreement. The premium contributions for the PPO Plan are governed by the buy-up provision set forth below in paragraph I (4).
 - (b) A High Deductible Health Care Plan with a Health Savings Account feature ("HDHP/HSA Plan"), as described in Appendix B-2 of this Agreement, that provides full individual, two (2) person and family health and welfare insurance coverage. Medical, vision and dental premium contributions are as follows; based on COBRA rates, if self-insured:

	2018-2019	2019-2020	2020-2021
Board Contribution	82.5%	82%	81.5%
Teacher Contribution	17.5%	18%	18.5%

- (1) HDHP/HSA Plan coverage will include medical and dental benefits described in Appendix B-2 of this Agreement.
- (2) The HDHP/HSA Plan shall be the core insurance plan. Teachers may elect to participate in the PPO plan described in Appendix B-1. However, for any teacher who remains enrolled in the PPO Plan, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board

pays toward the premium cost of the HDHP/HSA plan for a teacher enrolled at the same coverage level. The teacher shall pay one hundred percent (100%) of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO plan.

(3) HDHP/HSA Deductible Funding

i. First time enrollees:

Teachers electing coverage under the HDHP/HSA Plan for the first time, shall receive a Board contribution of sixty-five percent (65%) of the applicable HSA deductible amount in the first coverage year only. In all subsequent years, such teachers shall receive a Board contribution of fifty percent (50%) of the applicable HSA deductible amount. In no event shall any teacher receive more than one contribution of sixty-five percent (65%) of the applicable HSA deductible amount in more than one (1) coverage/contract year.

ii. Enrollees on or before June 30, 2015:

Teachers who have previously elected coverage under the HDHP/HSA on or before June 30, 2015 shall not be eligible for the one-time sixty-five percent (65%) contribution of the applicable HSA deductible amount. Such teachers shall receive a Board contribution of fifty percent (50%) in all three (3) years of the Agreement.

iii. For all enrollees:

The Board's contribution toward the HSA deductible will be deposited into the HSA accounts as follows: one-fourth (1/4) of the applicable amount on July 1st of each year and the remaining three-fourths (3/4) on September 15th of each year. All teachers enrolled in the HDHP/HSA plan may select a bank of their choice for the purposes of account usage.

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

2. Change of Carrier Language

The Board reserves the right to select and/or change medical, dental and vision insurance

carriers/plans, and or to self-insure in whole or in part as long as the coverage provided is substantially equivalent to the coverage(s) described herein.

3. Excise Tax

If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to open negotiations over an insurance plan that will reduce the cost of the plan to under the excise tax thresholds or reduces the amount of any applicable excise tax.

4. Section 125

A Section 125 Premium Conversion Option will be provided.

5. Life Insurance

- (a) Equal to the teacher's annual salary.
- (b) Once the teacher's annual salary reaches fifty thousand dollars (\$50,000) or more, at the teacher's option, he/she may opt to only receive life insurance to the maximum amount of fifty thousand dollars (\$50,000). Teachers wishing to exercise this life insurance option must inform the administration during the annual insurance enrollment period.
- 6. Retiree medical insurance shall be provided as required by law.

7. Health Insurance Waiver Option

- (a) All certified teachers may elect to waive, in writing, all medical, dental and vision insurance benefits provided as a condition of employment and in lieu thereof, may receive an annual payment equal to a portion of the yearly cost of the least costly form of available insurance coverage as such cost is set on September 1st of each year. Payment to those teachers waiving such coverage shall be made in equal payments during the months of December and April.
- (b) Notice of intention to waive insurance coverages must be submitted to the Superintendent of Schools prior to the opening of school before such a waiver is to take effect, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.
- (c) Any teacher may elect to resume Board-provided insurance coverage. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.

- (d) If a teacher resumes Board-provided insurance, the teacher and the Board shall make whatever adjustment in payment or reimbursement that is necessary to provide that the teacher receives his/her proportionate share of waiver payment only for the period of time he/she is not covered by insurance and no more.
- (e) Insurance waiver payment shall be based on individual, two person or family coverage, based on teacher eligibility.
- (f) The premium waiver payments shall be:
 - (1) \$1,050 for waiver of individual coverage;
 - (2) \$2,000 for waiver of 2-person coverage; and
 - (3) \$2,750 for waiver of family coverage.
- (g) Teachers hired on or after July 1, 2018 shall not be eligible for this provision.
- 8. The Board will provide an open enrollment for teachers annually. Once a teacher elects a plan through open enrollment, the teacher may not change his/her annual election, except in the event of a qualifying circumstance.

J. Extra Pay for Extra Duty

- 1. All extra duty positions that are funded by the Board will be made available annually.
- 2. Applications for extra duty shall be addressed to the Superintendent of Schools, as required.
- 3. Applicants will be notified of the assignments.
- 4. Teacher participation in extra duty will be strictly voluntary.
- 5. Extra duty stipends will be paid as follows:

(a)	Step 1	Step 2	Step 3
Coaches	\$1,550	\$1,650	\$1,750
Athletic Coordinator (annual)	\$3,050	\$3,250	\$3,450
Facilitators	\$1,650	\$1,750	\$1,850

(b)	
Curriculum Development	One hundred fifty dollars (\$150) per diem.
TEANARA	State reimbursement or five hundred dollars (\$500)
TEAM Mentors	per mentee whichever is greater.

(c) No increase shall be applied to Section J, Paragraph 5 herein for the duration of the successor Agreement.

6. Teachers employed as coaches, coordinators, or facilitators will receive the Step 1 pay for the position upon initial employment. Continued employment in the same position will warrant annual step progression to the maximum salary for the position.

7. Homebound Instruction

Whenever there is a position for Homebound Instruction, the position must first be made available to the student's current teacher(s), unless otherwise directed by the school system's Planning and Placement Team. Whenever it is not possible for the current teacher(s) to fill the position, the position must be made available to the entire bargaining unit for at least forty-eight (48) hours. If no bargaining unit member is willing to volunteer for such an assignment, the Board shall have the prerogative to employ homebound instructors who are not presently under contract to the Board. The hourly rate of pay for Homebound Instruction shall be thirty dollars (\$30) per hour.

8. Summer School

Summer school position must first be made available to members of the teachers' bargaining unit. If no bargaining unit member is willing to volunteer for such an assignment, the Board shall have the prerogative to employ summer school teachers who are not presently under contract to the Board of Education. The hourly rate of pay for Summer School shall be thirty-five dollars (\$35) per hour.

9. Work beyond the school year will be paid in accordance with the job description at the rate of one-one hundred eighty-ninth (1/189) of annual salary per diem.

K. <u>Professional Training Funds</u>

- 1. Subject to budget limitations, the Board will earmark money each year for the following purposes:
 - (a) To help teachers expand their professional growth and training by attendance at activities such as workshops, conferences, field trips, special projects, and/or grants.
 - (1) Teachers wishing such assistance must file a request for approval with the Administration, in advance, and report in writing on the conclusion.
 - (2) The teachers will adhere to Professional Development Workshop Guidelines when applying for funding.
 - (b) To provide funds to pay speakers, consultants, or in-house staff to give workshops to the faculty. Such district-sponsored/directed courses and workshops will endeavor to provide continuing education units that:
 - (1) Fulfill certification renewal requirements for staff.

- (2) Address student needs.
- (3) Reflect designated, defined building needs.
- (4) Reflect designated, defined district needs.
- 2. In order to insure equitable distribution of services, the professional development plan for each school year will be printed by the administration and distributed to the staff prior to the beginning of each school year. In accordance with Connecticut General Statutes, Section 10-220a (b), the Board shall establish a district-wide Professional Development and Evaluation Committee, which shall have no more than two (2) teachers from each building (total of four [4]) as representative members of the bargaining unit appointed to the committee by the Woodstock Association of Teachers, and no more than four (4) other members appointed by the Board. The committee shall have a maximum of eight (8) members and shall be co-chaired by one (1) representative appointed by the Woodstock Association of Teachers and one (1) member appointed by the Board.
- 3. To increase competency of the staff in the education of children, the Administration may request the teacher's participation in special courses, workshops, seminars, or field trips. In these cases, the Board will pay fees directly to the administering authority. The Board will in addition, pay reasonable charges for travel, meals, and lodging as submitted by the teachers.

L. Longevity Plan

- 1. For teachers hired prior to July 1, 2006, the longevity plan will provide a stipend of five hundred dollars (\$500) at the fifteenth (15th) year, the twentieth (20th) year, the twenty-fifth (25th) year, and thirtieth (30th) year of accredited service. The stipend or stipends will be added to the scheduled salary at the teacher's degree level annually.
- Eligibility for participation requires that a teacher must have been employed by the Woodstock Board of Education for a minimum of five (5) years and under contract for the ensuing year.
- 3. For teachers hired after July 1, 2006, the longevity plan will provide a stipend of five hundred dollars (\$500) at the fifteenth (15th) year, the twentieth (20th) year, the twenty-fifth (25th) year, and thirtieth (30th) of service with the Woodstock Public Schools as a certified professional. The stipend or stipends will be added to the scheduled salary at the teacher's degree level annually.
- 4. The longevity plan shall not apply to teachers hired on or after July 1, 2015.
- M. It shall be the policy of the Board to allow participation for all teachers in the stipends described in Article XI (Salaries and Benefits), Section M. except where a teacher evidences lack of professional growth, as demonstrated by the teacher's placement on the intensive

assistance phase, or similar phase, of the teacher evaluation plan, as it may be amended from time to time.

N. National Board Certification Stipend

- 1. Any teacher who presents evidence of valid and current certification from the National Board of Teacher Certification shall receive an annual stipend of three thousand dollars (\$3,000). Any teacher receiving the annual stipend for National Board Certification shall be required to share his/her expertise by means of:
 - (a) Either a two and one-half (2½) hours in-service presentation on a pertinent topic approved by the administration, or
 - (b) Participating in a full day of curriculum development activities on behalf of the school district.
- 2. The administration shall have the option of selecting the means for sharing the expertise, after consultation with the affected teacher. Payment of the stipend shall be made in a lump sum on or before June 30th of any fiscal year, and shall be subject to all applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law.

O. Tuition Reimbursement

The Board will pay one hundred percent (100%) of the tuition cost of one course (up to three [3] credits) per teacher per year, which is not to exceed the current tuition fee at the University of Connecticut. Application for reimbursement must be made prior to registration for the course. The Superintendent may approve or deny such requests in his/her discretion, based on the instructional needs of the students in the Woodstock Public Schools. A teacher must earn a grade of B, or higher, in a course in order to be reimbursed for the course. The Superintendent shall be notified of any anticipated tuition reimbursement by March 1st as a condition of tuition reimbursement for the following school year. A teacher must also be employed in the Woodstock School System, at the time of reimbursement. If a teacher voluntarily leaves the employment of the Woodstock Public Schools or is terminated for cause during the school year after reimbursement, he/she shall be liable for reimbursing the school district for the full costs of the course. The Board of Education will provide a maximum annual account of nine thousand eight hundred dollars (\$9,800) and shall prorate the amount per semester hour per teacher in the event that more courses are completed than are budgeted. Payment shall occur with the last payroll cycle of the school year.

P. Project Leader Stipend

Effective July 1, 2013, the Board may authorize teachers to act as project leaders to develop and/or implement prioritized education initiatives. The Board shall, in its discretion, set the stipend(s) for such initiatives based on the nature and/or scope of the project initiative subject

to the right of the Association to request bargaining over the stipend amount. The description of the initiative and the amount of the stipend shall be publicized in advance. Teachers interested in applying for such stipends must submit an application to the Superintendent, who shall, in coordination with other members of the administration as appropriate, select the individual who, in the Superintendent's judgment, is the most qualified applicant for the Project Leader Position. Teachers may also submit proposals for educational initiatives to the Superintendent, who shall review such proposals and may bring them forward to the Board for consideration for payment of stipends under this paragraph. The Superintendent and/or Board shall have discretion to accept or reject such proposals. In order to be eligible to receive the Project Leader Stipend, the teacher must submit an application to the Superintendent by December 31st of the prior school year, and receive his/her written approval in advance. Payment of the Project Leader Stipend(s) shall be made in lump sum payments on or before June 30th of the fiscal year in which any such initiative is completed, and shall be subject to all applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law.

ARTICLE XII GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers.

B Definitions

- 1. A "Grievance" is a claim by a teacher or his/her representative that he/she has suffered harm by the interpretation, application, or violation of policies, agreements, and administrative decisions affecting him/her, except that the following are not to be considered grievances:
 - (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rules or regulations of the State Commissioner of Education; or
 - (b) A complaint of a non-tenure teacher which arises by reason of his/her non-renewal; or
 - (c) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board.
- 2. "Teacher(s)" shall mean any person or any group of persons in the bargaining unit.
- 3. "School Days" shall mean Monday through Friday excluding legal holidays observed by

the State of Connecticut and days when school is not in session. If the due date of a required act under this Article falls on a day that is not a "school day" it shall be due on the first "school day" following its original due date.

C. Time Limits

- 1. If a teacher does not file a grievance, in writing, within thirty (30) school days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- Failure by the grievant, at any level, to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 3. Failure by an administrator or the Board to render his/its decision within the specified time limits, shall be deemed to be denial of the grievance on the last day permitted for response, and shall permit the grievant to proceed to the next level of the procedure as of that date.
- 4. It is understood that any grievant shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been resolved.
- 5. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step of the grievance procedure shall be considered as a maximum. The time limits may be extended with mutual written consent.

C. Informal Procedure

If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her Principal, or immediate supervisor, in an effort to resolve the problem informally.

D. Formal Procedure

1. Level One – Principal/Immediate Supervisor

- (a) If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to file a grievance with the Principal/Immediate Supervisor, in writing.
- (b) The grievance must specify:
 - (1) The nature of the grievance;
 - (2) The nature and extent of the injury, loss or inconvenience;
 - (3) Any applicable contract section(s) which are alleged to have been violated; and

- (4) Specific redress sought.
- (c) The Principal/Immediate Supervisor shall schedule a meeting with the grievant within five (5) school days from receipt of the written grievance.
- (d) The Principal/Immediate Supervisor shall, within two (2) school days of the meeting with the grievant, submit a written response, with a copy to the President of the Association.

2. <u>Level Two - Superintendent of Schools</u>

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) school days after the decision, file his/her written grievance with the Superintendent of Schools.
- (b) The Superintendent shall, within five (5) school days after receipt of the appeal, meet with the grievant and with representative(s) of the Association for the purpose of resolving the grievance.
- (c) The Superintendent shall, within five (5) school days after the hearing, render his/her decision and the reasons therefor in writing to the grievant with a copy to the Association.

3. Level Three - Board of Education

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) school days after the decision, file the grievance with the Board.
- (b) The Board or a committee thereof shall, within fourteen (14) school days after receipt of the grievance, meet with the grievant and his/her representative(s) for the purpose of resolving the grievance.
- (c) The Board shall, within seven (7) school days after such meeting, render its decision and the reasons therefor, in writing, to the grievant with a copy to the President of the Association.

4. Level Four - Arbitration

(a) If the grievant is not satisfied with the disposition of his/her grievance at Level Three he/she may, within three (3) school days after the decision, request in writing to the President of the Association, that his/her grievance be submitted to arbitration. Only the Association, and not an individual or a group of individuals, shall be permitted to submit a grievance to arbitration.

- (b) The Association may, within five (5) school days after receipt of such request, submit the grievance to arbitration by so notifying the Board, in writing, and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) or the American Dispute Resolution Center (ADRC). The AAA or the ADRC shall act as the administrator of the proceedings.
- (c) The Arbitrator shall be bound by the Voluntary Labor Arbitration Rules of either dispute resolution organization cited in Paragraph 4, subsection (b) above.
- (d) The costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

E. Rights of Teachers to Representation

Either party may be represented at Levels One, Two, and/or Three of the grievance procedure by a person of his/her own choosing, provided that such person is not a representative or officer of any other teacher organization other than the Association. The grievant shall have no right to outside legal counsel at any such proceedings. When a teacher is not represented by the Association, the Association shall be notified in a timely manner and have the right to be present and to state its views.

F. Miscellaneous

- 1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel folder of the participants.
- 2. Forms to be used by teachers and/or the Association for processing grievances will be developed and maintained by the Association, subject to the Superintendent's approval.
- 3. If the grievance occurs as the result of an action of other than the teacher's immediate supervisor, or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs.
- 4. No reprisals of any kind shall be taken by either party against any participant in a grievance procedure by reason of such participation.

ARTICLE XIII STATEMENT OF COMMITMENT

A. It is the intention of the Association, the Board, and the Administration, that during the term of this Agreement the quality and level of learning imparted in the school, classroom and throughout the educational program shall be substantially upgraded through the efforts and commitment of all concerned.

- B. In order to accomplish this mutual objective, it is intended that the members of the bargaining unit and of the Administration shall individually and collectively use their influence, abilities and best efforts to create, stimulate, maintain and enhance the educational atmosphere and emphasis of the highest possible caliber in the education of the students of the Woodstock Public Schools. It is agreed that such best efforts shall include continued efforts by the parties to improve educational achievement of each student and to advances in personal and behavioral growth by each student. It is understood that such dedication will be reflected by the attitude and personal example set by all involved.
- C. It is the expectation of the parties that their commitment to these goals, as evidenced hereby, will result in improved educational and personal benefits to each student as well as an enhancement of the stature of public education in the Woodstock Community.
- D. Nothing included in this Article shall be reason for dismissal.

ARTICLE XIV TEACHER DRESS CODE

- A. In view of the uniquely influential role of the public school teacher in the classroom and to ensure both appropriate grooming and suitable dress, casual and comfortable, yet consistent with an appropriate educational environment wherein the certified staff member is acting as a role model for students, the following guidelines should be followed.
- B. All teachers shall dress in an appropriate manner.
- C. Dress comfortably, remembering the professional aspect of casual dress. When in doubt, dress conservatively. Under no circumstances shall teachers wear excessively wrinkled or ripped clothing; unduly revealing clothing; flip-flops; denim bib overalls; or extreme hair styles or body piercings.
- D. While it is recognized that such attire as blue jeans, white sneakers, sweats, casual T-shirts, jogging suits, or casual shorts are not normally considered appropriate professional attire in a routine classroom setting, an individual teacher, using his/her professional judgment, may wear these items based upon his/her activities on a given day.
- E. Faculty members should be groomed and dressed in a manner befitting the members of a respected profession. Teachers shall not dress in ways that would tend to reduce their professional standing or diminish their professional stature as exemplars and role models.

ARTICLE XV DURATION AND MISCELLANEOUS

A. All contract provisions shall be effective as of July 1, 2018 and shall continue to remain in full

force and effect to and including June 30, 2021.

B. Severability

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

- C. Provisions of this Agreement shall be rendered without regard to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, gender identity or expression, disability or genetic information, except in the case of a bona fide occupational qualification. This section is for informational purposes only and shall not be subject to the grievance procedure.
- D. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues, and both parties agree that negotiations will not be reopened on any issue, whether contained herein or not, during the life of this Agreement, unless by mutual written agreement.

IN WITNESS WHEREOF, the parties have set their hands by their duly authorized representatives at Woodstock, Connecticut on the date indicated beside their signatures.

WOODSTOCK BOARD OF EDUCATION

Date: November 16, 2017

By: Michael Bernardi, Chairman

WOODSTOCK ASSOCIATION OF TEACHERS

Date: November 16, 2017

By: Aaron Murry, Co-President

Date: November 16, 2017

By: Herbert Corttis, Co-President

APPENDIX A-1

WOODSTOCK TEACHERS' SALARY SCHEDULE 2018-2019

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>SIXTH</u>
1	43,396	46,081	50,019
2	44,748	48,001	51,976
3	46,679	50,004	54,012
4	48,696	52,095	56,133
5	50,801	54,273	58,337
6	52,997	56,545	60,633
7	55,293	58,917	63,019
8	57,689	61,391	65,501
9	60,196	63,971	68,085
10	62,809	66,659	70,774
11	65,546	69,470	73,570
12	68,398	72,397	76,476
13	74,232	78,495	82,747

There will be no step movement during the 2018-2019 school year.

APPENDIX A-2

WOODSTOCK TEACHERS' SALARY SCHEDULE 2019-2020

<u>STEP</u>	<u>BA</u>	MA	<u>SIXTH</u>
1	43,396	46,081	50,019
2	44,748	48,001	51,976
3	46,679	50,004	54,012
4	48,696	52,095	56,133
5	50,801	54,273	58,337
6	52,997	56,545	60,633
7	55,293	58,917	63,019
8	57,689	61,391	65,501
9	60,196	63,971	68,085
10	62,809	66,659	70,774
11	65,546	69,470	73,570
12	68,398	72,397	76,476
13	75,717	80,065	84,402

All eligible teachers shall advance a step on the salary schedule in 2019-2020.

APPENDIX A-3
WOODSTOCK TEACHERS' SALARY SCHEDULE

2020-2021

<u>STEP</u>	<u>BA</u>	MA	<u>SIXTH</u>
1	43,396	46,081	50,019
2	44,748	48,001	51,976
3	46,679	50,004	54,012
4	48,696	52,095	56,133
5	50,801	54,273	58,337
6	52,997	56,545	60,633
7	55,293	58,917	63,019
8	57,689	61,391	65,501
9	60,196	63,971	68,085
10	62,809	66,659	70,774
11	65,546	69,470	73,570
12	68,398	72,397	76,476
13	77,436	81,882	86,318

All eligible teachers shall advance a step on the salary schedule in 2019-2020.

APPENDIX B-1

MEDICAL AND DENTAL INSURANCE

Any health care service provided within an in-network health care facility is considered in-network. Any health care provider that is outside the network, but which is in the Anthem network (except inpatient hospital care) shall be treated as an in-network provider upon six (6) weeks' notice by the teacher to the Superintendent's office, in writing. Such notification shall include name, address, and phone number of the health care provider. If the Superintendent's office is notified in advance, they should provide written notice to the teachers whenever an in-network provider will move outside the network. Teachers hired on or after July 1, 2018 shall not be eligible for this provision.

NETWORK INFORMATION

Cigna Healthcare National Network

PPO BENEFIT PLAN DESCRIPTION

State Mandates	All state mandates implemented	
Cost shares	In-Network services subject to copays (no limit)	
	Routine Preventative Care, 100% coverage	
	Copay: \$30 co-pay per Office Visit, \$100 Emergency	
	Room (waived if admitted),	
	Specialist co-pay \$30	
	\$100 copay per visit Outpatient Surgery	
	\$150 copay per Inpatient Admission	
	RX Copays	
	Retail: \$20/\$30/\$45	
	Mail Order: \$40/\$60/\$90	
	Deductible: None	
	Coinsurance: 100% coverage	
	OOP max: None	
	Lifetime Maximum In-Network: Unlimited	
	Lifetime Maximum Out-Of-Network: Unlimited	
Dependent Age Maximum	19/26 (or other age as may be required by law)	
Preventive Care		
Pediatric 100% covered		
Adult 100% covered		
Vision 100% covered		
Hearing 100% covered		
Gynecological	100% covered	

PPO BENEFIT PLAN DESCRIPTION (continued)

Medical Services			
Medical Office Visit	In Network: \$30 Copay		
	Out of Network subject to deductible		
	and coinsurance		
Outpatient PT/OT/ST	\$30 Copay		
	50 Combined visits per calendar year (combine		
	st/physical therapy/occupational therapy/chiropractic)		
	Out-of-Network deductible and coinsurance		
Chiropractic Manipulation	\$30 copay		
•	50 comb visits per calendar year (combined with		
	physical therapy/occupational therapy/st)		
	Out-of-Network deductible and coinsurance		
Allergy Services	\$30 Copay for office visits and testing		
	No copay for injections 80 visits in 3 years		
	Out-of-Network deductible and coinsurance		
Diagnostic Lab & X-ray	Covered		
	Out-of-Network deductible and coinsurance		
Inpatient Medical Services	Covered		
•	Out-of-Network deductible and coinsurance		
Outpatient MH `	\$30 Copay		
	Out-of-Network deductible and coinsurance		
Outpatient substance abuse	\$30 copay		
Outpatient substance abase	Out-of-Network deductible and coinsurance		
Emergency Care			
Emergency Room	\$100 Copay		
Urgent Care	\$50 Copay		
Ambulance	Covered 100% unlimited		
Inpatient Hospital	All hospital admissions require pre-certification		
General/Medical/ (Semi-private)	Covered - Per Admission Copay: \$150		
Surgical/Maternity/ (Semi-private)	Out of network subject to deductible and coinsurance		
Surgeons' charges (other than a	Covered		
medical office visit)	Out-of-network subject to deductible and coinsurance		
Ancillary Services (Medication,	Covered		
Supplies)	Out-of-Network deductible and coinsurance		
Psychiatric	Covered - Per Admission Copay \$150		
,	Out of network subject to deductible and coinsurance		
Substance Abuse/ Detox	Covered - Per Admission Copay \$150		
·	Out of network subject to deductible and coinsurance		
Rehabilitative	Covered up to 60 days per calendar year		
	In-network covered 100%		
	Out-of-network subject to deductible and coinsurance		

PPO BENEFIT PLAN DESCRIPTION (continued)

Skilled Nursing Facility	Covered up to 120 days per calendar year		
	In-network Per Admission Copay \$150		
	Out-of-network subject to deductible and coinsurance		
Hospice	Covered up to 60 days		
	In-network Per Admission \$0 Copay		
	Out-of-network subject to deductible and coinsurance		
Home Health Care	In network covered at 100%		
	200 visits per calendar year		
	Out of network \$50 deductible, then covered at 80%		
	coinsurance		
Outpatient Hospital	No second surgical opinion required		
Outpatient Surgery	In-network \$100 Copay		
Facility Charges	Out-of-Network subject to deductible and coinsurance		
Diagnostic Lab & X-ray	Covered		
	Out-of-Network subject to deductible and coinsurance		
Pre-Admission Testing	Covered		
	Out-of-Network subject to deductible and coinsurance		
Other Services			
Durable Medical Equipment	100% unlimited maximum		
	Out-of-Network subject to deductible and coinsurance		
Prosthetics	100% unlimited		
Foot Orthodics	excluded		
TMJ treatment	excluded		
	Out-of-Network subject to deductible and coinsurance		
Surgical treatment morbid obesity	covered 100%		
-	Out-of-Network subject to deductible and coinsurance		
Infertility treatment	Covered at 100% subject to cycle and age restrictions		
,	Out-of-Network subject to deductible and coinsurance		
Prescription Drugs	Unlimited per calendar year per person		
	Retail: \$20/\$30/\$45		
· · · · · ·	Mail Order: \$40/\$60/\$90		
Out of Network Benefits			
Coinsurance	30%		
Deductible	\$500/\$1500		
Out of Pocket Maximum	\$3500/\$10500		
Routine Preventative Care	30% coinsurance after deductible		
Office visit copay/primary care	30% coinsurance after deductible		
Specialist copay	30% coinsurance after deductible		
Outpatient surgical copay	30% coinsurance after deductible		
	30% coinsurance after deductible		
Inpatient Admittance copay	30% coinsurance after deductible		

PPO BENEFIT PLAN DESCRIPTION

(continued)

RX copays Retail (nonparticipating pharmacy) Mail Order (nonparticipating pharmacy)	30% coinsurance after deductible 30% coinsurance after deductible	
** All 30% co-insurance references are the responsibility of the employee.		

VISION AND DENTAL PLANS

Vision & Dental

Annual Deductible

\$250/500/600

Coinsurance Limit

\$2,500/5,000/6,000

Dependent care coverage for your lawful wedded spouse, civil union partner, and children from birth to age 26."

APPENDIX B-2

HIGH DEDUCTIBLE HEALTH PLAN/HEALTH SAVINGS ACCOUNT BENEFIT PLAN DESCRIPTION

The Board shall implement a HDHP/ HSA plan, or a high deductible health care plan with a health savings account feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	0% co-insurance after deductible, subject to co- insurance maximum	l
Out of pocket maximum (individual/aggregate family)	\$2,000/\$4,000	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable 100% coverage	30% co-insurance after deductible, subject to co-insurance maximum
Prescription Drug Coverage	Treated as any other medical expense	

^{*}For the term of this Agreement, the Board intends to maintain grandfathered status as that term is understood under the Patient Protection and Affordable Care Act (PPACA). In the event that the agreed upon change to the insurance plan causes the plan to relinquish grandfathered status, the Board will provide the benefit at the nearest rate appropriate to the maintenance of grandfathered status.

ALPHABETICAL INDEX

	<u>A</u>	
ADVISORY COUNCIL		11
AGENCY SHOP & PAYROLL DEDUCTIONS		16
ANNUITY PLAN		18
ASSIGNMENT AND TRANSFERS		12
ASSOCIATION RIGHTS		9
	<u>B</u>	
BEREAVEMENT LEAVE	_	7
	<u>c</u>	
CHILDBIRTH PROVISIONS		8
CHILD REARING PROVISIONS		8
	<u>D</u>	
DEGREE DEFINITIONS		15
DURATION AND MISCELLANEOUS		29
DURATIONAL SHORTAGE AREA PERMIT		2
	<u>E</u>	
EXTRA PAY FOR EXTRA DUTY		21
	<u>G</u>	
GRIEVANCE PROCEDURE		25
	<u>H</u>	
HEALTH INSURANCE WAIVER OPTION		20
HIGH DEDUCTIBLE HEALTH PLAN/HEALTH SA	AVINGS ACCOUNT PLAN DESCRIPTION	38
HOMEBOUND INSTRUCTION		22
•	•	
	<u>I</u>	
INCREMENTS		16
INSURANCE BENEFITS		18
	<u>Ī</u>	_
JURY DUTY LEAVE		6
JUST CAUSE		3
	<u>L</u>	Α
LEAVE PROVISIONS		4
LIFE INSURANCE		20

LONGEVITY PLAN LONG-TERM LEAVE OF ABSENCE LONG-TERM SUBSTITUTE		23 7 2
MEDIATION AND/OR ARBITRATION LEAVE MEDICAL AND DENTAL INSURANCE MISCELLANEOUS LEAVES	<u>M</u>	8 34 6
NATIONAL BOARD CERTIFICATION NOTIFICATIONS	<u>N</u>	24 2
OTHER DEDUCTIONS	<u>o</u>	17
	<u>P</u>	
PERSONAL LEAVE		6
PLACEMENT ON THE SALARY SCHEDULE		15
PPO BENEFIT PLAN DESCRIPTION		34
PREFACE		1
PREPARATION/PLANNING PERIODS		11
PROFESSIONAL CONFERENCE/VISITATION LI	EAVES	7
PROFESSIONAL TRAINING FUNDS		22 24
PROJECT LEADER PROTECTION OF TEACHERS		3
	<u>R</u>	
RECOGNITION	_	1
REDUCTION IN FORCE		13
	<u>s</u>	
SALARIES AND BENEFITS		15
SALARY PAYMENTS		16
SALARY SCHEDULE 2018-2019		31
SALARY SCHEDULE 2019-2020		32 33
SALARY SCHEDULE 2020-2021		30
SEVERABILITY		4
SICK LEAVE BANK		5
SICK LEAVE BANK SICK LEAVE REIMBURSEMENT		4
SIGNATURE PAGE		30
STATEMENT OF COMMITMENT		28
STUDENT/TEAM - MASTER TEACHER		14

SUMMER SCHOOL	22
<u>T</u>	
TEACHERS DRESS CODE	29
TEACHER RIGHTS	3
TUITION REIMBURSEMENT	24
<u>v</u>	
VISION & DENTAL PLANS	37
<u>w</u>	
WORKDAY	9
WORK YEAR	9
WORKING CONDITIONS	9