

PROFESSIONAL AGREEMENT

BETWEEN THE

VOLUNTOWN BOARD OF EDUCATION

AND THE

VOLUNTOWN EDUCATION

ASSOCIATION

FOR 2013-2016

THIS AGREEMENT is made and entered into on this 27th day of November 2012 by and between the Voluntown Board of Education (hereinafter referred to as the "Board") and the Voluntown Education Association (hereinafter referred to as the "Association").

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**ARTICLE I
PREAMBLE**

- A.** This Agreement is negotiated under the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served. Application of the terms and conditions of employment under this contract shall be made without regard to race, creed, nationality, sex or marital status. This section shall not be subject to the grievance and arbitration provisions of this Agreement.

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

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 Previously adopted policies, rules and regulations in conflict with this Agreement are superseded by this Agreement.

**ARTICLE II
RECOGNITION**

- A.** The Board recognizes the Association as the exclusive representative as defined in the Connecticut General Statutes as amended, for the entire group of certified professional employees who are employed by the Board in positions requiring a teaching or other certificate below the rank of Superintendent and are not included in the Administrators' Unit or excluded from the purview of the Teacher Negotiations Act.

- B.** Unless otherwise indicated, the term "teacher" when used hereinafter in the Agreement shall refer to all employees as defined in the above unit.

**ARTICLE III
PROFESSIONAL NEGOTIATIONS**

- A.** The Board and the Association agree to negotiate in good faith pursuant to the General Statutes, in accordance with the procedure set forth herein, to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the unit, and shall be reduced to writing and signed by the Board and the Association.

- B.** During negotiations, the Board and the Association shall exchange relevant data, points of view, and proposals and counter-proposals with respect to salaries and other conditions of

employment. Either party may, if so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Purpose

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

B. Definitions

1. "**Grievance**" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers arising from the language of this Agreement or an alleged breach thereof.
2. "**Teacher**" shall mean any certified professional employee of the Board who is employed in a position requiring a valid State of Connecticut teaching certificate below the rank of Superintendent and is not included in the administrators' unit or excluded from the purview of the Teacher Negotiation Act.
3. "**Party in interest**" shall mean the person or persons making the claim, including their designated representative as provided for herein, the Superintendent and the Board.
4. "**Days**" shall mean days when school is in session except after May 1 when days shall be all days of the week so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may be, however, extended by written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing within fifteen (15) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/she must first discuss the matter with his/her principal in an effort to resolve the problem informally.
2. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal.

E. Formal Procedure

1. Level One - School Principal

- (a) If an aggrieved teacher is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a written grievance to the principal.
 - 1) In the event the principal is also serving as the Superintendent of Schools, the aggrieved teacher will disregard Level One and move to Level Two.
- (b) The principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association.

2. Level Two -- Superintendent

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Superintendent.
- (b) The Superintendent, or Assistant Superintendent, shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with his/her representative for the purpose of resolving the grievance.
- (c) The Superintendent, or Assistant Superintendent, shall within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association.

3. Level Three -- Board

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within six (6) days after the meeting, file the grievance for appeal with the Board.
- (b) The Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved teacher and with his/her representatives for the purpose of resolving the grievance.

- (c) The Board shall, within fifteen (15) days after such meeting, render its decision and the reasons hereof in writing to the aggrieved teacher with a copy to the Association.

4. Level Four -- Arbitration

- (a) If not satisfied with the disposition of the grievance at Level Three, the Association may, within three (3) days after the Board's decision, or within six (6) days after the Board meeting, whichever comes first, 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 AAA which shall act as the administrator of the proceedings.
- (b) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite.
- (c) The arbitrator shall, within ten (10) days after the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted and shall make appropriate compensatory awards when necessary. The decision of the arbitrator shall be final and binding upon all parties in interest. The arbitrator shall be limited to interpreting the terms and conditions of the Agreement and shall hear and decide only one grievance, as defined in Article IV, Section B1, in each case.
- (e) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at Levels One and Two of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall be notified within two business days and has the right to be present and to state its view at all stages of the procedure.
3. All parties may, if they so desire, call upon professional services for consultation and assistance at any stage of the procedure.

G. Miscellaneous

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

2. Forms for filing and processing grievances and other necessary documents, shall be prepared by the Association and the Superintendent and made available through the Association so as to facilitate operation of the grievance procedure.
3. If the grievance occurs as the result of an action of other than the teacher's immediate superior or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs.
4. The Association may 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.
5. Each grievance filed shall set forth specifically the events claimed to constitute a violation and the provisions of the Agreement claimed to have been violated.

ARTICLE V
SALARIES

A. Salary Placement

1. All teachers will be paid in accordance with the salary schedule.

B. All teachers shall be placed on the appropriate step in the salary schedule, taking into consideration the following degree status as defined below:

1. For placement on the Bachelor's degree salary schedule, a teacher must be certified in Connecticut and hold a Bachelor's degree from an accredited institution.
2. For placement on the Master's degree salary schedule, a teacher must hold a Master's degree from an accredited institution in a field of study appropriate to a NK-8 school system. A teacher may also be eligible for placement on the Master's degree salary schedule if he/she has a minimum of thirty (30) semester hours in a planned program beyond the Bachelor's degree which is appropriate to a NK-8 school system.
3. For placement on the Sixth-Year salary schedule, a teacher must hold from an accredited institution, a Sixth-Year professional diploma, or thirty graduate semester hours beyond the Master's degree in a planned program as defined in paragraph (B.2) above.

C. Placement on Salary Schedule

1. Full credit for previous teaching experience in NK-12 public, NK-12 private and NK-12 military dependence schools, provided that such experience shall have been continuous full time service while under contract for more than ninety days of any school year and that such experience had been gained while the teacher was certified or eligible for certification in Connecticut. Teachers will be required to furnish official documentation of eligible experience prior to being placed on the appropriate salary schedule. Documentation of experience must be completed within five (5) months of signing the initial teaching contract for the teacher to be paid retroactive to the first pay of that new year.

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2. Any military service for one tour of duty must reapply and will be reinstated as provided by statute. This section shall not be subject to the arbitration provisions of this Agreement.
3. Credit will be given for up to two (2) years of military service, or in accordance with State Statutes, whichever is greater. Credit for military service beyond two (2) years will be subject to evaluation by the Board and the Superintendent of Schools. Any consideration for credit will be given only to those whose professional career was interrupted by said tour of military service.
4. Teachers who qualify for transfer to a higher salary schedule by professional preparation shall be placed on the new schedule as follows:
 - (a) As of September 1st if the requirements for the degree have been completed by that date.
 - (b) As of February 1st if the requirements for the degree have been completed by that date.
 - (c) Each teacher who expects to qualify for a change in the salary schedule status by September or February of the next school year shall submit a written notice to the Superintendent by February 1st of the preceding school year. Failure to so notify the Superintendent shall preclude the teacher from eligibility for salary transfer for the next school year.
 - (d) No adjustment will be granted between September 1 and February 1 or after February 1 until September 1 of the following school year.
 - (e) Evidence of completion of equal qualification for salary schedule type advancement must be filed with the Superintendent of Schools no later than October 15th to be granted transfer to the higher salary schedule effective September 1, or by February 1 to be granted transfer to the higher salary schedule effective February 1. Provision of all transcripts and/or other documentation necessary to be considered for placement on a higher salary schedule shall be the responsibility of the teacher.

SALARY SCHEDULE 2013-14

Step	Bachelors	Masters	6th Year
1	\$39,328	\$42,199	43,660
2	\$40,730	\$43,985	45,456
3	\$42,183	\$45,847	47,326
4	\$43,687	\$47,787	49,272
5	\$45,244	\$49,810	51,299
6	\$46,858	\$51,918	53,408
7	\$48,529	\$54,115	55,605
8	\$50,259	\$56,405	57,892
9		\$58,793	60,273
10		\$61,281	62,752
11		\$63,875	65,333
12		\$66,578	68,020
13		\$69,396	70,818
14		\$72,333	73,730

<u>Step 2012-13</u>	<u>BA Step 2013-14</u>	<u>MA & 6th Year Step 2013-14</u>
4	2	2
5	3	3
6	4	4
7	5	5
8	6	6
9	7	7
10	8	8
11	8	9
12		10
13		11
14		12
15		13
16		14
17		14

SALARY SCHEDULE 2014-15

Step	Bachelors		Masters		6th Year	
	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half
	Yr.	Yr.	Yr.	Yr.	Yr.	Yr.
1	\$39,953	\$39,949	\$42,870	\$42,866	\$44,355	\$44,355
2	\$41,378	\$41,374	\$44,685	\$44,680	\$46,179	\$46,179
3	\$42,853	\$42,849	\$46,576	\$46,571	\$48,078	\$48,078
4	\$44,381	\$44,377	\$48,547	\$48,542	\$50,056	\$50,056
5	\$45,964	\$45,959	\$50,602	\$50,597	\$52,114	\$52,114
6	\$47,603	\$47,598	\$52,743	\$52,738	\$54,258	\$54,258
7	\$49,300	\$49,295	\$54,976	\$54,970	\$56,489	\$56,489
8	\$51,058	\$51,053	\$57,302	\$57,297	\$58,813	\$58,813
9			\$59,727	\$59,721	\$61,232	\$61,232
10			\$62,255	\$62,249	\$63,750	\$63,750
11			\$64,890	\$64,884	\$66,372	\$66,372
12			\$67,636	\$67,630	\$69,102	\$69,102
13			\$70,499	\$70,492	\$71,944	\$71,944
14			\$73,483	\$73,475	\$74,903	\$74,903

<u>Step 2013-14</u>	<u>BA 1st Half Step 2014-15</u>	<u>BA 2nd Half Step 2014-15</u>	<u>MA & 6th Year 1st Half Step 2014-15</u>	<u>MA & 6th Year 2nd Half Step 2014-15</u>
1	1	2	1	2
2	2	3	2	3
3	3	4	3	4
4	4	5	4	5
5	5	6	5	6
6	6	7	6	7
7	7	8	7	8
8	8	8	8	9
9			9	10
10			10	11
11			11	12
12			12	13
13			13	14
14			14	14

Notwithstanding the above, however, the Board and the Association agree that the 2014-15 salary schedule will be implemented for those teachers employed in 2013-14 and continuing at the start of the 2014-15 school year by paying such teachers based on the following average salary schedule, which represents the average of the two half-year salaries at each step. Teachers hired or who leave employment with the Board during the 2014-15 school year will receive their total

2014-15 compensation by evenly dividing the salary calculated on a per diem basis based on the number of work days for the particular teacher in each half of the year times that half-year's salary level.

**Average Salary Schedule
2014-15**

Step	Bachelors	Masters	6th Year
1-2	\$40,663	\$43,775	45,267
2-3	\$42,113	\$45,628	47,128
3-4	\$43,615	\$47,559	49,067
4-5	\$45,170	\$49,572	51,085
5-6	\$46,781	\$51,670	53,186
6-7	\$48,449	\$53,857	55,373
7-8	\$50,177	\$56,136	57,651
8-9*	\$51,055	\$58,512	60,022
9-10		\$60,988	62,491
10-11		\$63,569	65,061
11-12		\$66,260	67,737
12-13		\$69,064	70,523
13-14		\$71,987	73,423
14-14		\$73,479	74,903

*Step 8-8 for Bachelors

SALARY SCHEDULE 2015-16

Step	Bachelors	Masters	6th Year
1	\$40,592	\$43,556	\$45,064
2	\$42,040	\$45,400	\$46,918
3	\$43,539	\$47,321	\$48,847
4	\$45,091	\$49,324	\$50,856
5	\$46,699	\$51,411	\$52,948
6	\$48,364	\$53,587	\$55,126
7	\$50,089	\$55,855	\$57,393
8	\$51,875	\$58,219	\$59,754
9		\$60,683	\$62,211
10		\$63,251	\$64,770
11		\$65,928	\$67,434
12		\$68,719	\$70,207
13		\$71,627	\$73,095
14		\$74,659	\$76,101

**2nd Half
Step 2014-15**

**BA
Step 2015-16**

**MA & 6th Year
Step 2015-16**

1
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14

SUPPLEMENTAL PAY

<u>Activity</u>	<u>2013-16</u>
Athletic Director	\$2,541.10
Technology Coordinator	\$6,108.95
Cheerleading	\$1,954.85
Cheerleading Assistant	\$977.44
Girls' Soccer	\$1,576.57
Girls' Soccer Assistant	\$787.12
Boys' Soccer	\$1,576.58
Boys' Soccer Assistant	\$787.12
Girls' Basketball	\$1,954.85
Girls' Basketball Assistant	\$977.44
Boys' Basketball	\$1,954.85
Boys' Basketball Assistant	\$977.44
Track and Field	\$973.90
Track and Field Assistant	\$487.54
Gymnastics	\$499.28
Drama Coach	\$1,575.40
Extra Duty Hours (per hour)	\$28.18
Mentor (TEAM)	\$660.22
CMT Coordinator	\$2,016.17

Duties beyond the normal workday which are not subject to fixed amounts shall include chaperoning dances (so long as teacher chaperones are required at dances), supervision of sports events at Voluntown Elementary School, and performing work which is ordinarily the responsibility of members of the administration bargaining unit (*i.e.*, serving as acting administrator) shall be compensated at an hourly rate equal to the prevailing Extra Duty Hours rate.

- * Tutorial
- * Homebound
- * Chaperones

WORK YEAR

The work year shall consist of 187 days, of which 184 days shall be student days

If the work year is extended beyond 187 days, teachers will be compensated at the per diem rate based on the annual salaries for every day beyond 187 except if a student day is shortened to less than four hours due to an emergency closing, the Board may add one day to the work year without additional compensation.

WORKDAY

The teacher's workday is to begin 20 minutes before and extend 10 minutes after the student school day of 6.5 hours. If the teacher workday is extended beyond 7 hours, the Board will negotiate with the Association regarding the impact of such change.

ARTICLE VI
HEALTH INSURANCE BENEFITS

- A. The Board shall provide such medical, hospital, life, and major medical protection as defined in the list of benefits in Appendix A to this Agreement.
 - B. The participating teachers shall pay through an Internal Revenue (IRS) section 125 payroll deduction as follows:
 - 1. Connecticut Partnership Health Plan (United Health Care) (“CPHP”)

17% of premium
- The remaining percentages will be paid by the Board of any premium on coverage’s listed in Appendix A. The Board shall pay the full cost of life insurance as listed in Appendix A.
- C. Part-time employees who receive 50% or more, but less than 100% of the regular salary for their position shall be eligible for individual coverage only. Such part-time employees may purchase dependent coverage only. Such part-time employees may purchase coverage, through payroll deduction, beyond individual coverage by paying the premium contribution and the pro rata share of the premium for the purchased coverage.
 - D. Retired teachers shall be allowed to continue as members in any or all existing group insurance plans for active teachers for the duration of their retirement, provided arrangement for payment of the premium is made by the retiree and is permitted by the insurance carrier.
 - E. In addition to the above coverage, the Board will have the right to introduce a Health Savings Account (HSA) option at its discretion.

HEALTH INSURANCE WAIVER OPTION

- A. All certified employees who participated in such waiver during the 2008-09 school year may elect to waive, in writing, all health insurance benefits provided as a condition of employment and in lieu thereof, may receive an annual payment equal to 1/3 of their benefit at the 2008-09 rate. Payment to those employees waiving such coverage shall be made in two (2) equal payments during the months of December and June. No employees other than those specified in this paragraph shall be eligible for such waiver. Any employee receiving the waiver who reinstates coverage will no longer be eligible for such waiver.
- B. Notice of intention to waive insurance coverage must be submitted to the Superintendent of Schools prior to September, before such a waiver is to take effect, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. **ANY INDIVIDUAL REQUESTING A WAIVER OF INSURANCE MUST PROVIDE PROOF OF OTHER MEDICAL INSURANCE COVERAGE.** The first payroll of the new school year will reflect your insurance status from June of the previous year.
- C. Any employee may elect to resume Board provided insurance coverage upon written notice to the Board. 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 an employee resumes Board provided insurance, the employee and/or the Board shall make whatever adjustments in payments or reimbursements which are necessary in order to provide that the employee receives his/her proportionate share of established waiver costs for the period of time he/she is not covered by insurance.

WAIVER OF GROUP INSURANCE FORM

I have been given the opportunity to apply for group insurance as offered by my employer, and after careful consideration I have decided NOT to take advantage of this offer as I have OTHER medical insurance coverage

I wish to waive Medical Insurance Coverage for myself___ (please check).

I understand that in the event I should decide to apply for such insurance hereafter, that such subsequent application should be subject to the applicable terms and conditions of the group insurance contract(s), which may require additional limitations and waiting periods. I also understand that I may be required to furnish, at my own expense, evidence of insurability satisfactorily to the insurance carrier, and the carrier may reject such application.

Date: _____

Employee's Signature

ARTICLE VII
LEAVES OF ABSENCE

- A. **Sick Leave:** Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year up to a maximum of one hundred and fifty days (150). By September 30th, teachers will receive a notice informing them of the number of sick days they have accumulated as of September 1st, along with the number of sick leave days for the current school year.
- B. **Leave for Personal Reasons:** Teachers may be granted leave with pay in accordance with the following provisions:

Personal days shall not be used in lieu of sick days.

Up to three (3) days of personal leave in cases of marriage, funeral, legal requirements, transportation emergencies, and other special reasons may be granted with approval of the Superintendent/Principal and such approval shall not be unreasonably withheld. Two of these days must have request of leave, stating cause, submitted in writing, as far in advance as possible, but no less than three (3) working days prior to the day of the leave. One of these days may be taken as a personal day without cause. Requests for a personal day without cause will not normally be considered for the day prior to or following regularly scheduled holidays or school vacations periods. Discretion by the Superintendent/Principal may be used due to extenuating circumstances. Notification of personal leave day taken without cause must be submitted in writing at least three (3) working days subsequent to returning from personal leave. Requests for leave due to extenuating circumstances beyond the personal days authorized above may be granted by the Board.

Teachers will be notified no later than two working days from the submission of the request as to the approval or disapproval for personal leave.

- C. **Bereavement Days:** Up to three (3) days bereavement leave upon request per school year in the event of death in the immediate family. Immediate family shall mean father, mother, grandfather or grandmother of teacher or spouse, father in-law, mother in-law, sister, brother, husband, wife, child or relative who is a dependant member of the teacher's household. The above definition will apply throughout this Agreement.
- D. **Family Illness Days:** Up to three (3) days family illness leave upon request per school year when a member of the immediate family of the teacher is critically ill or disabled and requires the personal attention of the teacher, **if supported by a medical certificate.**
- E. **Extended Leaves Without Pay:** Teachers may be granted leaves, not exceeding 12 calendar months, which will be subject to prior approval of the Board and will be taken without pay. No credit toward salary increments shall be given upon the teachers return unless the teacher has completed at least one-half year of teaching experience.
1. Special consideration will be given to those teachers wishing to further their experience of improving their skills in the area of their field of instruction. Teachers leaving the

system within two years of taking an extended leave will reimburse the Board of any monies received during the leave.

2. Teachers on leave will be returned to their former or an equivalent position consistent with the provisions of Article XI, B, of the Agreement

F. Pregnancy and Child Rearing Leave:

1. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. This provision shall not be subject to the arbitration provisions of this Agreement.
2. A tenured teacher may apply to the Board for a leave of absence for childrearing purposes in accordance with state and federal law.
3. Subject to the approval of the Superintendent and the Board, a tenured teacher who is the parent of a natural or adopted child may elect a long-term childrearing leave not to exceed a maximum of twelve (12) months. The teacher electing a childrearing leave shall be bound by the option of returning to duty on either September 1 or February 1. A teacher returning from leave of absence will be placed on the salary scale on the step held prior to withdrawal, except in the case where he/she has taught more than one-half (1/2) of the school year or through January 31 of the year in which the leave occurred. In that case, the teacher shall be placed on the next step on the salary schedule when returning, provided a new school year has commenced. The returning teacher may be assigned to his/her previous position, if it continues to exist, or, at the Board's option, to duty where a vacancy occurs and for which such teacher is certified. This leave shall be without compensation or insurance benefits. The teacher may, however, elect to continue in the insurance plans covered by this agreement, by paying the full amount of the cost of these benefits to the Board.

G. Association Leave

1. If negotiation meetings between the Board and the Association are scheduled during the school day, three representatives of the Association shall be relieved from all regular duties, without loss of pay, in order to permit their participation in such meetings. When it is necessary, pursuant to Article IV (Grievance Procedure) for an Association representative to attend a grievance hearing during the school day, he/she shall be released without loss of pay in order to permit participation in the foregoing activities.
2. The Association will pay the prevailing rate for the cost of substitute teachers if employed by the Board while an Association member is on Association leave.

ARTICLE VIII
SALARY PAYMENTS

A. Pay Deductions

1. In cases of absence in excess of the allowable leave, either for sickness or disability, deductions from the teacher's salary shall not exceed the wage paid the substitute for a maximum of 60 days.
2. In cases of absence in excess of allowable personal leave as defined in Article VII, Section B, 1 through 3, and approved by the Board, deductions from the teacher's salary shall not exceed the wages paid the substitute.
3. For extended leaves without pay, deductions from the teacher's salary shall be equal to a per diem of the annual contract for each school day covered by the leave. Lawful deductions for retirement will be charged against the teacher's contract.
4. Teachers on extended leaves may continue to remain in the plan for all insurance and hospitalization benefits by paying the premium at the group rates.

B. Methods of Salary Payments

1. Each teacher shall be paid his/her annual salary in 23 installments (pro-rated for less than a full year). The amount of the first 22 installments shall equal 1/26 of the teacher's annual salary and shall be as nearly equal as possible. The 23rd installment shall represent 4/26 of the teacher's annual salary, shall equal the remainder of the teacher's annual salary and shall be paid in the week prior to the end of the school year. The first payday shall be on the first Thursday after the opening of school and every other Thursday thereafter.
2. Teachers will receive their pay through direct deposit and will complete such documentation as necessary to effectuate such deposits.

ARTICLE IX
DUES/SERVICE FEE

A. Dues Deduction and Service Fee Deduction

1. **Conditions of Continued 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 membership dues deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including

the first paycheck in September through and including the last paycheck in June. The full amount of service fee shall be deducted in equal installments starting with the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board prior to August 1 of each school year. The amount of service fee shall be certified by the Association prior to December 1 of each school year

3. **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.
4. **Forwarding of Monies:** The Board agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such a check a list of teachers for whom such deductions were made.
5. **Hold Harmless:** The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, damages and costs, including attorneys' fees or any other form of liability that may arise out of, or by reason of, actions taken by the Board for the purpose of complying with the provisions of this article.

**ARTICLE X
OTHER PAYMENTS**

A. For teachers employed as of July 1, 2000, the Board will compensate for long and faithful service those teachers who voluntarily leave the employ of the Board after fifteen continuous years of service in the system as a teacher at a rate of 50% of their accumulated sick leave on a per diem basis up to a maximum of 150 days. For teachers hired after July 1, 2000, the Board will compensate for long and faithful service those teachers who voluntarily leave the employ of the Board after twenty continuous years of service in the system as a teacher at a rate of 50% of their accumulated unused sick leave (up to a maximum of one hundred and fifty (150) days) times the prevailing substitute teacher rate at the time application for this benefit is made.

B. Professional Improvement

1. Teachers employed as of July 1, 2000 shall be entitled to the following college course reimbursement during each year of the new contract:
 - a) for all courses which count toward a Master's Degree which degree a teacher is required to obtain in order to maintain his or her certification (i.e., excluding a second or non-necessary Masters), the present contract benefits shall continue, i.e. reimbursement of two-thirds (2/3) of the tuition for up to four college courses per teacher per year;
 - b) for all other college courses, the Board will reimburse teachers employed as of July 1, 2000 for part of the tuition for college courses (if any) up to three course per teacher per year on the following basis: two-thirds of the tuition for the first course each year, one-half of the tuition for the second course in each year, and one third of the

- tuition for the third course in each year upon submission of documentation of successful completion of the course;
- c) Teachers employed after July 1, 2000 shall not receive any of the foregoing benefits.
2. Money for professional improvement other than certified courses shall be refunded by the Board subject to the Principal's and Superintendent's approval and shall be limited to registration fees, and/or tuition payment and travel expense not to exceed three hundred dollars (\$300.00) to any individual teacher. Each teacher will be allowed two (2) professional days each school year without deduction of pay for attendance at such courses with the prior designation or approval of the Superintendent. Written reports of such professional improvement activities shall be filed with said Superintendent within ten (10) days of attendance.

ARTICLE XI
SEVERANCE OF EMPLOYMENT

A. The individual teacher's contract may be terminated by mutual consent at anytime. Said teacher's contract may be terminated by the Board for cause as provided by statute. Any teacher may resign upon 30 days written notice except during the period August 1 - September 30.

B. Separation and Recall Procedures for Reduction in Professional Staff.

1. It is recognized that from time to time it may become necessary to eliminate certified staff positions in certain circumstances. The Board has sole authority to reduce the educational program and determine the number of teachers which shall be employed. This policy deals with the method in which staff reductions will be implemented and how staff members to be affected by a reduction in force will be identified.
2. When it becomes necessary to reduce the number of teachers in the bargaining unit the Board and the Superintendent shall determine and identify the areas, positions, programs, or curriculum parts in which the reduction(s) shall take place. In determining the identity of teachers who shall thereafter be released, the following guidelines shall apply:
 - (a) Retirements, resignations, voluntary leaves of absence, and release of non-tenured teachers will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of teachers.
 - (b) If additional teachers must be released, continuous length of service and certification will be the first criteria upon which tenured teachers will be released, the least senior teacher to be released first. In the event that two or more teachers of equal length of service are subject to lay-off, the following criteria will be considered: *Total contractual experience in the system, experience in position (subject area -- Jr. High Departmentalized, or Elementary --K through 5), total experience in position in any district, total experience in any district and degree status.*

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3. Nothing herein shall be construed or interpreted to require the promotion of a teacher to a position of higher rank, authority or compensation.
4. The Board shall provide written notice to the employees to be affected by any reduction in staff as far in advance of the effective date of the reduction as is feasible under the circumstances.
5. Tenured teachers laid off pursuant to this policy shall have recall rights to any position in the bargaining unit which becomes vacant and which becomes vacant and which is to be filled for which he/she is qualified and certified for a period of eighteen (18) calendar months starting with the effective date of the layoff, provided such employee applies in writing for his/her name to be placed on the reappointment list subsequent to his/her termination.
6. In the event of recall, the employee shall be placed on the salary schedule at the level he/she had attained at the time of termination.
7. If a teaching position within the bargaining unit becomes open during such period and a teacher on the reappointment list is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to the teacher's last address appearing on the Board records, prior to the anticipated date of re-employment. Any teacher so notified must contact the Superintendent's Office and accept or reject any offer of appointment in writing within ten (10) calendar days from the date of the recall letter. If such teacher rejects any appointment offered or does not respond in writing within the ten (10) day period according to this procedure, the teacher's name shall be removed from the recall list and he/she shall forfeit all such recall rights. Teachers shall be recalled in their inverse order of lay off to positions for which they are certified and qualified.
8. An employee who has been laid off due to a reduction in staff may continue to participate in any group insurance programs, in which he/she was a member, for the recall period set forth above provided he/she pays the full costs for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation. No other benefits shall be available to a laid off teacher provided, however, that a laid off teacher who is recalled shall be granted any sick leave entitlement he/she had accrued up to the point of lay off and for which he/she was not compensated.
9. All separations of teachers under this article shall take place in accordance with the provisions of Section 10-151 of the Connecticut General Statutes and shall not be subject to the arbitration provisions set forth elsewhere in this agreement. Instead, any hearings necessary in cases of separations of staff members shall be conducted in accordance with the provisions of the Connecticut Teacher Tenure Law.

ARTICLE XII
TEACHING CONDITIONS

A. Duty Free Lunch

1. Each teacher shall have a 30 minute duty-free lunch period.

B. Facilities

1. A faculty lounge and restrooms will be provided.

C. Student Hygiene

1. Certified teachers shall not be required to change students' diapers or assist students with use of toilets, except in the event of an emergency. The Administration and the Association will meet to jointly establish a contingency plan to be followed in the event of an emergency.

D. Special Education

1. Teachers shall not be required to have Special Education pupils in their classes whose needs the teachers are not sufficiently trained to meet, unless the Board promptly after such placement provides such training at Board expense; provided that the Superintendent, in consultation with the Director of Special Education, shall determine in the Superintendent's discretion a) whether the teacher in whose class the student is to be placed requires additional training in order to meet the needs of such student; and, if so, b) who the provider of such training will be; providing further that such training will not unreasonably be refused.
2. Placement of students shall be in compliance with federal and state laws.

E. Code of Ethics

1. The Board and the Association recognize the Code of Ethics of the Educational Professional, as adopted by the National Education Association in May, 1971, as the guidelines for acceptable professional behavior in the Voluntown Public School System.

ARTICLE XIII
CLASS SIZE AND PUPIL-TEACHER RATIO

- A.** In planning for instructional personnel, subject to availability of classroom space, the Board shall endeavor to maintain reasonable class size in the elementary and junior high grades.

While grouping considerations and influx of pupils during the school year may restrict equitable distribution in classes throughout the school system, average class size will be planned as follows:

Kindergarten to 23

Grades 1 - 3 to 25
Grades 4 - 8 to 29

- B.** For the life of the contract, if class size exceeds 23 in Kindergarten, 25 in grades 1-3, or 29 in grades 4-8, paraprofessional coverage will be provided for at least 6 hours per day to assist the classroom teacher.
- C.** The Board reserves the right to determine class composition.

**ARTICLE XIV
EVALUATION**

Evaluation of certified professional personnel shall be implemented in accordance with Connecticut State Statutes as well as guidelines established by the State Board for the development of evaluation programs and such additional guidelines as are established by mutual agreement between the Association and the Board.

**ARTICLE XV
PLANNING, IN-SERVICE AND PROFESSIONAL MEETING**

- A.** The faculty and Administration will have the joint responsibility of planning and organizing the use of planning, in-service and professional days.
- B.** These days do not take the place of professional days listed under Article VIII, Leaves of Absence.
- C.** After school faculty meetings will be held no more than twice every month and will last no more than forty (40) minutes, except in case of emergencies. Morning faculty meetings will be held no more than four times every month and will start no earlier than fifteen minutes prior to the teachers' regular workday except in case of emergencies. The Administration will make every reasonable attempt to end the morning meeting after fifteen minutes, but it is understood that teachers may occasionally be required to stay beyond fifteen minutes. Teachers shall be provided with three (3) working days advance notice for morning faculty meetings.
- D.** Teachers will be given planning periods as follows:
 - Grades Kindergarten – 3: At least 40 continuous minutes a day
 - Grades 4 – 8: At least 45 continuous minutes a day
 - Other specialists & special education teachers: At least 45 continuous minutes a day

**ARTICLE XVI
AMENDMENT**

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE XVII
MANAGEMENT RIGHTS

Section 1.

The Board reserves and retains, solely and exclusively, all its rights, expressed or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement. The Association agrees that the functions and rights of management belong solely to the Board and that the Association will not interfere with the Board's exercise of these rights and functions.

Section 2. Enumerated Rights

The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time, re-determine the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers and other Board employees required to promote the efficient operation of the school system; distribute work to Board employees in accordance with the job content and job requirements determined by the Board; establish assignments for teachers and other Board personnel; create, enforce, and from time to time, change rules and regulations concerning discipline and safety of teachers and other Board personnel; discipline, suspend or discharge teachers and other Board personnel; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

Section 3. Unremunerated Rights

The listing of specific rights in Section 2 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE XVIII
EMPLOYEE RIGHTS

No derogatory material originating after original employment shall be placed in a teacher's personnel file unless the teacher is given a copy thereof. Teachers shall, upon appointment with the Superintendent or his/her designee, have the right to inspect the contents of his/her personnel file. The teacher may submit a written notation regarding any material in question. If the teacher

is directed to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, and in no instance shall said signature be interpreted to mean agreement with the content of the material.

No teacher shall be given a written reprimand, reduced in rank or compensation, or receive a disciplinary suspension without pay unless there is just cause. If a teacher is to be formally disciplined in one of the above manners by the Board or its agents, the teacher shall receive written notification of the disciplinary action, be entitled, upon request, to receive a written statement of reasons and have the right to have a representative of the Association present at any disciplinary meeting. This section shall not, however, apply in cases when a teacher faces termination or nonrenewal under section 10-151 of the Connecticut General Statutes or in cases when the teacher has been suspended "from duty immediately when serious misconduct is charged without prejudice to the rights of the teacher", as provided by said statute.

ARTICLE XIX **TEACHING ASSIGNMENTS**

A. Notification of Teaching Assignments

1. The Administration will notify teachers in writing of any changes in their teaching assignments for the coming school year. This notification will normally be given to teachers by May 1. After May 1, assignment changes may be made and affected teachers will be given written notification of these assignment changes. Before an assignment change becomes effective a teacher will have an opportunity to discuss his or her change in assignment with the Superintendent.

B. Notification of Teaching Vacancies

Vacancies, which the Board determines will be filled, caused by death, retirement, discharge, resignation or by the creation of a new position shall be filled pursuant to the following procedures:

1. The existence of vacancies shall be publicized within the system, including a notice to the VEA president, for a period of five (5) school days.
 - a. Where a need to fill a vacancy arises during the summer months, notification shall be by mail or email to the VEA president.
 - b. If a position becomes vacant within the lesser of thirty (30) school days or sixty (60) calendar days after having been filled, the Board may refill the position without posting the vacancy in the school system.
2. Said notice of vacancy of position shall clearly set forth the qualifications for the position.
3. When vacancies occur, teachers in the Voluntown School System shall be given preference over outside applicants, if equally qualified, as long as it is not deleterious to the best interests of the school system.

ARTICLE XX
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 XXI
DURATION

This Agreement shall be in effect from July 1, 2013 to and including June 30, 2016 or until a successor agreement is reached.

SIGNATURE BLOCK

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

VOLUNTOWN BOARD OF EDUCATION

VOLUNTOWN EDUCATION ASSOCIATION

By: _____
Chairman of the Board

By: _____
President of the V.E.A.

Date: _____

Date: _____

APPENDIX A

1. The following CPHP co-pays are in effect commencing July 1, 2012:

Office Visit	\$15
Hospital	No co-pay required (100% coverage)
Outpatient	No co-pay required (100% coverage)
Emergency Room/Urgent Care	\$35
Prescription	\$5 generic \$20 formulary \$35 non-formulary

The benefits due and payable to participants under this Plan will be determined by CPHP and the terms of the coverage provided and participation in CPHP are not subject to negotiations between the Board and the Association

The Board may also introduce a Health Savings Account (HSA) option at its discretion.

2. \$50,000 group life insurance (employee only)