AGREEMENT

BETWEEN

THE WATERFORD BOARD OF EDUCATION

AND

THE WATERFORD FEDERATION
OF CLASSROOM TEACHERS

July 1, 2021 through June 30, 2024

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TABLE OF CONTENTS

Article		Page
I.	Preamble	1
II.	Negotiations	1
	2. Recognition	1
	3. Scope of Agreement	1
	4. Teacher Contract	1
	5. Job Descriptions	2
III.	Rights and Responsibilities of the Board	2
	6. Conflicts with this Agreement	2
	7. Board Rights, Responsibilities and Prerogatives	2
IV.	Salaries	3
	8. Placement on Salary Schedule	3
	9. Salaries	3
	10. Movement on the Salary Lanes	4
	11. Salary Payment Schedule	6
	12. Adjustments in Pay	7
	13. Salary Deductions	7
	14. Federation Due	7
	15. Supplemental Pay	7
	16. Supplemental Pay-Hourly	8
	17. Supplemental Pay-Positions	9
V.	Fringe Benefits	9
	18. Insurance	9
	19. Insurance While On Leave	12
	20. Excise Tax	12
	21. Wellness Incentive Program	12
	23. Health Care Cost Containment Committee	14
VI.	Professional Benefits	14
	24. Personal Leave	14
	25. Federation Leave	15
	26. Professional Days	15
	27. Graduate Study Reimbursement	15
	28. Leave of Absence	16
	29. Sick Leave	17
	30. Assault	18
	31. Sick Leave Bank	19
	32. Sabbatical Leave	21
	33. Retirement Incentive	23

34. Retirement Insurance 24
35. Additional Retirement Incentive 26

VII. Working Conditions 26
36. Teacher's Responsibilities - General 26
37. Preparation and Planning Periods - Teaching Load 26
38. Staff Assignments 27
39. Meetings and Extra Work Scheduled by Administration 27
40. Special Faculty Meetings 27
41. Duty-Free Lunch 28
42. Class Size 28
43. Classroom Collections 29
44. Teaching Assistant Principal 29
45. Assignment and Transfer 29
46. Vacancy Posting Process 30
47. Personnel Files 31
48. Grievance Procedure 31

VIII. Other Provisions 33
49. Termination Notice 33
50. Calendar 33
51. Severability 33
52. Part Time Teachers 33
53. Instructional Day 34
54. Types of Assignments 34

IX. Reduction in Force and Recall 34
55. Layoff 34
56. Recall 35

Signature Page 37

Appendix A – Supplemental Salary 38

Appendix B– HDHP Plan Design 43

Appendix C - Preventative Services Schedules for Benefits Based on Wellness Incentives 49

Appendix D - Additional Base Payments 50

I
PREAMBLE

1. This Agreement shall be effective from July 1, 2021 through, June 30, 2024.

II
NEGOTIATIONS

2. Recognition. The Waterford Board of Education (hereinafter referred to as the "Board") recognizes the Waterford Federation of Classroom Teachers (hereinafter referred to as the "Federation") for the purpose of negotiations as the exclusive representative for all certified professional employees who are employed by the Board in positions requiring a teaching certificate and individuals holding a Durational Shortage Area Permit (DSAP) and who are not included in the Waterford Administrators and Supervisors Association unit or excluded from the purview of teacher negotiations pursuant to Connecticut General Statutes, §§ 10-15-153b through 10-153d.

   Employees 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.

   c. DSAP holders shall have no bumping or recall rights under this Agreement.

   d. DSAP holders are excluded from tuition reimbursement provided for by Article VI, paragraph 27.

3. Scope of Agreement. This Agreement contains the full and complete agreement between the Board and the Federation on all negotiable issues, and neither party shall be required during the term hereof to "negotiate" (within the meaning of Connecticut General Statutes, §10-153d) upon any issue.

4. Teacher Contract. Teachers shall have an initial contract upon hire and an annual salary notice thereafter. Initial contracts shall terminate on June 30th of the school year in which

they are executed. Within seven (7) business days of a teacher's initial date of hire, contract signature pages shall be time and date stamped and a copy of the original will be returned to all new hires. Annual salary notifications shall be given for the subsequent fiscal year periods.

5. Job Descriptions. The Board shall make available electronic copies of the job descriptions applicable to the members of the bargaining unit on the District Intranet. Any changes, revisions, or updates to existing job descriptions will be shared with the officers of the WFCT prior to implementation.

III
RIGHTS AND RESPONSIBILITIES OF THE BOARD

6. Conflicts with This Agreement. When Board policy and/or administration regulations and conditions of this Agreement conflict, the conditions of this Agreement shall prevail.

7. Board Rights, Responsibilities and Prerogatives. It is recognized by both the Board and the Federation that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town in all its aspects, including, but not limited to the following: to maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the Town to give the children of the Town as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer employees; to suspend or dismiss the employees of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; to approve plans for school buildings, to prepare and submit budgets and in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties

and responsibilities, to control, supervise and manage the Waterford Public Schools and its professional staff under governing law, ordinances, rules and regulations - municipal, state and federal.

IV
SALARIES

8. Placement on Salary Schedule. Teachers shall be placed on the appropriate step of the salary schedule based on the following criteria:

   a. Full credit for previous teaching experience in private schools accredited by the State of Connecticut and public schools provided that such experience for any one-year shall have been continuous service for at least one-half of the school year. School year should be defined as the minimum number of days required for a school year under Connecticut State law. Credit for part-time teaching shall be granted provided the teaching assignment is equal to or more than one-half of a full teaching assignment established by the institution. In addition, the administration may grant credit for previous teaching experience in military dependency schools and accredited colleges.

   b. New employees with full-time work experience other than teaching experience relevant to their assignment may be granted step placement credit up to one year for each two years of such relevant work experience. One year's credit for part-time work experience may be granted provided the work time is equal to or more than one-half of a full-time schedule. Work experience shall not be credited if eight or more years have elapsed since the ending date of such work experience and the date of hire in Waterford.

   c. The parties agree that previous teaching experience and previous work experience may be counted towards initial step placement on the salary schedule upon hire but in either case the initial step placement on the existing salary schedule shall not exceed step 10.

9. Salaries. Teacher salaries shall be determined in accordance with the foregoing paragraphs based on the following teacher salary schedule:

2021-22 Salary Schedule			
Step	**BA**	**BA30/MA**	**MA30/6TH**
1	47,390	52,837	53,313
2	49,424	56,770	57,457
3	51,511	60,702	61,601
4	53,605	64,634	65,745
5	55,695	68,563	69,889

6	57,786	72,495	73,999
7	59,879	76,426	78,213
8	61,969	80,366	82,321
9	64,059	84,289	86,467
10	66,156	88,228	90,617
11	69,230	92,932	95,506

2022-23 Salary Schedule			
Step	**BA**	**BA30/MA**	**MA30/6TH**
1	47,390	52,837	53,313
2	49,424	56,770	57,457
3	51,511	60,702	61,601
4	53,605	64,634	65,745
5	55,695	68,563	69,889
6	57,786	72,495	73,999
7	59,879	76,426	78,213
8	61,969	80,366	82,321
9	64,059	84,289	86,467
10	66,156	88,228	90,617
11	69,922	93,861	96,461

2023-24 Salary Schedule			
Step	**BA**	**BA30/MA**	**MA30/6TH**
1	47,390	52,837	53,313
2	49,424	56,770	57,457
3	51,511	60,702	61,601
4	53,605	64,634	65,745
5	55,695	68,563	69,889
6	57,786	72,495	73,999
7	59,879	76,426	78,213
8	61,969	80,366	82,321
9	64,059	84,289	86,467
10	66,156	88,228	90,617
11	70,621	94,800	97,426

10. Movement on the Salary Lanes:

a. For placement on the BA+30/MA salary schedule, 30 semester hours must be earned in a planned program approved by the Superintendent or the Assistant Superintendent and

taken at an accredited institution and must fulfill Connecticut State Department of Education educational requirements for the professional educator's certificate.

b. All credits for placement on other salary lanes must be earned in courses approved by the Superintendent or Assistant Superintendent and taken at an accredited institution. Such approval must be sought at least 15 days prior to the start of any course.

c. Any course work taken for credit must have prior approval from the Superintendent, which will be based on the following guidelines:

1) Approved courses and degree programs must be from an accredited college or university or those approved in advance by the Superintendent.

2) Courses and degree programs submitted for approval for salary reclassification must be in a planned program consisting of a series of connected courses approved by an advisor in the field of education and/or related to the teacher's assignment.

3) Approved programs must consist of courses credited from a single university either as course credit earned at that university or courses accepted on a transfer basis for credit by the university awarding the degree.

4) Courses must be substantive and the content and quality appropriate for graduate level courses.

5) Classes for approved courses or programs must be regionally accredited and meet on a periodic basis in an announced location for lecture, discussion, or seminar to allow for interaction and intellectual exchanges with course instructor(s) and colleagues. Exception to the aforementioned may be given by the Superintendent for on-line courses provided that the Superintendent determines that the substance, content and quality of the requested online course meet appropriate standards for academic rigor.

6) Courses or programs approved for reclassification must have a planned procedure for periodic evaluation of the student's work through written assignments, written or oral examinations and/or project representative of the course content.

d. Salary placement due to a change in degree status shall be effected once, with the 1st payroll of the new school year. In order to be eligible for such change in degree status, a teacher must notify the Superintendent in writing, no later than December 1st, of the previous school year, that he/she expects a degree change or has earned a degree change.

e. The social worker shall be placed on the MA + 30/6th Year schedule. A Masters Degree earned with a minimum of 60 credits in Speech and Language Pathology from a

program leading to a State of Connecticut Department of Public Health licensure and a Certificate of Clinical Competence from the American Speech Language Hearing Association shall be recognized as "MA + 30/6th Year" on the salary schedule. Any teacher holding a BCBA certification (Board Certified Behavior Analyst) shall be placed on the MA + 30/6th Year salary lane. School psychologists holding a Masters Degree earned with a minimum of 60 credits in a psychology program leading to State Department of Education certification as a School Psychologist shall be recognized as MA + 30/6th Year on the salary schedule. School counselors holding a Masters Degree earned with a minimum of 60 credits in a school counseling program leading to State Department of Education certification as a School Counselor shall be recognized as MA + 30/6th Year on the salary schedule.

Work Year

f. Salaries are based upon a one hundred and eighty-six (186) day work year. In those positions requiring more or less time than the one hundred eighty-six (186) day base, the salary shall be prorated on a per diem basis.

g. LONGEVITY. For teachers commencing employment as a teacher prior to August 31, 2012, commencing with the fifteenth (15th) year of teaching in the Waterford School System, a teacher will receive Four Hundred Dollars ($400) in June of that year and in each subsequent year of teaching in the Waterford School System until his/her twentieth (20th) year whereupon he/she shall receive Fourteen Hundred Dollars ($1,400) per each subsequent year of teaching in the Waterford School System, such sum payable in June of each year. Teachers commencing employment as a teacher on or after August 31, 2012 shall not be eligible for the longevity benefit described in this paragraph.

11. Salary Payment Schedule

a. Each professional employee covered by this Agreement shall be paid his or her annual salary in twenty-six (26) equal installments; or in twenty-one (21) installments, each equal to 1/26 of the applicable annual salary, and the twenty-second (22nd) installment equal to 5/26 of the applicable annual salary, or in twenty-two (22) equal installments.

b. Election of method of payment must be made by the last school day of the prior school year except in the case of newly hired teachers, who shall elect their method of payment within the first full week of employment.

c. If no election is made, the prior method of payment will continue in effect, or, if no election has ever been made, payment will be made in twenty-six (26) equal installments.

d. Teachers are required to utilize an electronic direct deposit account for the receipt of their salary payments.

e. Salary payments shall be made biweekly, in accordance with an established schedule published by the Board in advance. The first payday shall be the first Friday on the established biweekly pay schedule following the opening of school.

12. Adjustments in Pay. Adjustments in pay due to absence without pay will be computed on the basis of teacher work days worked. The daily rate of pay for each teacher work day will be computed by dividing the annual salary by the number of teacher work days.

13. Salary Deductions. Teacher authorized payroll deductions shall be made for the following:

a. Tax-sheltered annuities through a bonded annuity distribution agent selected by the Board;

b. Coreplus Federal Credit Union; Charter Oak Credit Union; other banks, credit unions, or financial institutions of the teacher's choosing;

c. Medical and dental insurance premium cost sharing;

d. Increased retirement;

e. United Way;

f. Disability insurance;

g. Section 125 and any other flexible spending accounts offered by the Board.

Changes in payroll deductions for the above shall not be made for units of less than five ($5.00) Dollars except for insurance premium cost sharing. Teacher-authorized payroll deductions shall be made for W.F.C.T. and W.E.A. dues in twenty-two equal installments, September through June, per school year. The W.F.C.T. shall have the option of having dues directly deposited to an account, if possible.

14. Federation Dues.

a. The Federation shall establish and annually notify the Board in writing of the amount of Federation dues.

b. The Board agrees to deduct Federation dues from the salaries of all ~~non-~~Federation members. Payments for newly enrolling members who voluntarily join the Federation shall be implemented with the payroll cycle immediately following written notification to the Board that the member has joined the Federation.

c. The Federation shall hold the Board and the Town of Waterford harmless against all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, action taken against the Board as a result of compliance with the provisions of this paragraph 14.

d. The Board shall permit the Federation to provide information to new teachers as part of the annual new teacher orientation process.

15. Supplemental Pay

a. Teachers shall receive additional compensation above the salary scale for extra assignments listed in the approved supplemental salaries (Appendix A) that take place beyond working hours. When teachers are assigned to carry out the responsibilities they will be paid the salaries which are listed. All Appendix A positions for extra pay will be voluntary.

b. When openings occur in Appendix A positions, the Superintendent ~~of Schools~~ will notify the staff by way of internal posting for five (5) days, where possible, prior to an external posting.

c. Consideration will be given to prospective candidates in the following order (if applicable):

   1) Qualified members of the teaching staff in the building where the activity or coaching takes place.

   2) Qualified members of the teaching staff throughout the Waterford School District.

   3) Qualified persons not on the teaching staff.

d. The Superintendent of Schools will make any final decisions on supplemental pay positions.

e. The list of position rates and/or criteria for pay appear in Appendix A. The Board may choose to create and/or eliminate such positions at its discretion, with notification to the Federation. The Board is under no obligation to fund any listed position. The Superintendent or designee will consult with the WFCT President prior to determining the stipend or salary placement of any new position.

16. Supplemental Pay - Hourly. The following supplementary positions shall be paid at the rate of $40 per hour in 2021-22, $41 per hour in 2022-23, and $42 per hour in 2023-24.

- Curriculum planning
- Summer workshop attendance

The following supplemental positions shall be paid at the rate of $44 per hour in 2021-22, $45 per hour in 2022-23, and $46 per hour in 2023-24.

- Summer school teachers*
- Homebound and special education tutoring as approved by the Superintendent*

(*hourly rate for summer school instruction and tutoring reflects working hours and/or of instruction, preparation time is not separately compensated)

The parties acknowledge that the Board may compensate non-bargaining unit personnel for the work described in this section at rates that vary from the contractual rates herein.

• Professional development presenters** (Professional Development Hours must be approved in writing in advance by the Superintendent or his/her designee)

(**hourly rate reflects preparation/presentation time worked outside of regular working hours, with a one to one correspondence between the hours of the presentation and the preparation time (i.e. two hour presentation = two hours preparation time if such time occurs outside of working hours) If a teacher is making a presentation during working hours or receives release time for the preparation for the presentation, such time is not compensated in addition to the teacher's usual salary.)

School counselors at the middle and high school levels shall receive a minimum of six (6) and a maximum of eight (8) days of per diem pay for work performed during the summer recess on a schedule proposed by the school counselors and approved by the administration.

The Director of School Counseling shall receive between twelve (12) and fifteen (15) days of per diem pay for work performed during the summer recess on a schedule proposed by the Director of School Counseling and approved by the administration.

17. Supplementary Pay - Positions. Supplementary pay positions shall be created upon the recommendation of the Superintendent. The Board shall place the new supplementary pay position in the appropriate category (see Appendix A). Faculty members may propose new supplementary pay positions for consideration by the Superintendent, including such information as may be required by the building principal.

V.
FRINGE BENEFITS

18. Insurance.

a. Plans Offered. Each eligible bargaining unit member and eligible dependents may enroll in the following health and dental insurance plans described below~~:~~, with the Board payment of a percentage of the fully insured premium; or if under a self-insured plan, the Board payment of a percentage of the cost of benefits defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA Transitional Reinsurance Fee) and incurred and trended claims as determined by the

carrier/third party administrator. For a self-insured plan, purchase and level of stop loss will be determined by the Board.

b. Change of Carriers/Plans/Administrators. The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits remains substantially equivalent to the overall level of benefits in effect immediately preceding any such change.

c. Notice of Change. The Federation President shall be notified in writing within thirty (30) calendar days of any intention to change administrators/carriers/plans and shall have a reasonable opportunity to review the proposed changes, but shall have no more than sixty (60) calendar days from the date the new plan is presented to the Federation. If the Federation does not approve of the proposed changes, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the aspects of the proposed change to which it objects. The Federation must submit this written statement within sixty (60) calendar days of the notification noted above. Failure to submit such statement within the sixty (60) calendar day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

d. Arbitration of Change of Carrier Disputes. The Federation may resolve any dispute by submitting the issue to arbitration within thirty (30) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan/carrier/administrator. The arbitrator shall have experience in insurance matters. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is the proposed insurance plan(s) substantially equivalent to the overall level of benefits in effect immediately preceding any such change?

e. The HDHP Plan: A high deductible health care plan offered with a health savings account feature (the "HDHP Plan") will be offered to compliant participating employees. The HDHP Plan is described in more detail in Appendix B.

1) Deductible Funding:

The Board will contribute to the annual deductible for employees' HDHP in the amounts set forth below:

2021-2022 for wellness compliant employees:

- $1,125/year for the individual plan
- $2,250/year for the 2-person or family plan

2022-2024 for wellness compliant employees:

- $1,250/year for the individual plan
- $2,500/year for the 2-person or family plan

The Board does not provide any deductible contributions for non-compliant employees.

For any compliant teacher not eligible for an HSA account as a matter of federal law, who is enrolled in the HDHP, the Board shall reduce the compliant teacher's premium contribution in a manner equivalent to the monetary value of the Board contribution to the applicable deductible amount for the teacher's coverage level.

2) Premium Cost-Sharing for HDHP Plan:

The Board and employee contributions to health insurance premium for specific years of this Agreement are listed below. The premium contributions are listed for a fully insured premium, or if the Board offers a self-insured plan, the payment of a percentage of the cost of benefits is defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA Transitional Reinsurance Fee) and incurred and trended claims as determined by the carrier/third party administrator.

Year	Board Premium Contribution	Employee Premium Contribution
2021-2022	82%	18%
2022-2023	81%	19%
2023-2024	80%	20%

3) Plan Documents Available:

Master Group policies are available in the business office for more specifics. The master certificates and/or policies are the governing documents when it comes to the Board's insurance plans; the information contained herein and in the contract appendices is intended as a summary.

f. Life Insurance. One Hundred Thousand ($100,000.00) Dollars employee life insurance, through a Board selected vendor. The Board shall provide annual notification to employees regarding a change in life carrier, shall post information pertaining to the life insurance carrier on the District Intranet, and shall provide information to an employee's beneficiary in the event of the death of the employee.

g. Dental Insurance. The Board shall pay for dental insurance at a premium cost-sharing percentage equal to that it pays for the HDHP Plan, and the employee shall pay the remaining percentage of the cost of individual or family full-service dental plan as selected by the Board. Such dental plan shall include riders for basic benefits, additional basic benefits, periodontics, and orthodontics.

h. Continuation of Insurance on Termination of Employment. Any teacher who terminates service at the end of a complete school year, may, if the teacher elects,

continue to receive the benefits in this paragraph until August 31st of that same calendar year.

SECTION 125 PLAN

No later than the effective date of this Agreement, the Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income the employee's share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Federation nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

19. Insurance While on Leave. Election to have group health and life insurance continued in force for the duration of such leave on the then current basis, shall be allowed provided arrangements for the payment of the premium therefore are made by the teacher concerned in advance of the date of leave, and provided that the foregoing is acceptable to the insurance company involved.

20. Excise Tax. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to commence negotiations in accordance with the Teacher Negotiations Act, to determine insurance provisions for the contract year in which the excise tax goes into effect. During such negotiations, the parties will reopen this Article (including the related appendices of the contract) for the purpose of addressing the impact of the excise tax and negotiating insurance benefits. No other provision of the contract shall be reopened during such negotiations.

21. Wellness Program. The Board will implement wellness incentive programs for teachers enrolling in the health plan.

22. Preventive wellness visits shall be required every other calendar year (a "measurement year"). If a teacher and the teacher's enrolled spouse each comply with the preventive wellness incentive program requirements during the applicable measurement year, the teacher shall be designated "compliant" for the two contract years immediately following the applicable measurement year. If a teacher and/or the teacher's enrolled spouse fail to meet the wellness incentive program requirements in the applicable measurement year, the teacher and the teacher's enrolled spouse may satisfy the program requirements during the subsequent calendar year, in order for the teacher to be designated a "compliant" employee for the second contract year of the applicable 2 year measurement cycle.

For the 2021-2024 contract period, for the 2021-2022 contract year, all teachers shall be designated "compliant." The 2021 calendar year shall serve as the first applicable measurement year during the 2021-2024 contract. If a teacher and the teacher's enrolled spouse each comply with the preventive wellness incentive program requirements during the 2021 calendar year, the teacher will be designated "compliant" for the 2022-2023 contract year as well as the 2023-2024 contract year. If a teacher and the teacher's enrolled spouse fail to comply with the preventive care requirements in calendar year 2021, the teacher shall be designated "non-compliant" for the 2022-2023 contract year. If a teacher and the teacher's enrolled spouse fail to comply with the preventive care requirements in calendar year and also do not comply in calendar year 2022, the teacher shall be designated "non-compliant" for the 2023-2024 contract year.

Automatic Enrollment. Teachers enrolled in the health plan will be automatically enrolled in the Board's wellness incentive program as described herein. If during the applicable measurement year, the teacher and the teacher's enrolled spouse (as applicable) participated in all applicable components of the Board's wellness incentive program, the teacher shall be deemed a "compliant participating employee". If during the applicable measurement year, the teacher or the teacher's enrolled spouse (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive program, the teacher shall be deemed a "non-compliant employee". Teachers in their first year of employment with the Board will be designated "compliant employees."

Benefits Based Program. The Board's wellness incentive program consists of a "benefits based" wellness incentive program. The Board shall make a designation of a teacher's status as a compliant participating or non-compliant employee on an annual basis, based on the teacher's and the teacher's enrolled spouse's participation in wellness incentive program requirements during the applicable measurement year. The Board shall give notice of an employee's status at least two (2) times per year on or before January 31st and on or before August 15th. Teachers and their spouses will be enrolled in the benefits based program, which will require participants to obtain recommended preventive care services. Preventive services shall include those services outlined in Appendix C. Compliance with the benefits based program will be measured as described above.

When the Board elects to track compliance directly, proof of compliance for each teacher and the teacher's enrolled spouse shall be made by the teacher submitting to the Board any of the following forms of documentation:

- Completed Wellness verification form
- Doctor's note certifying preventive care visit
- Summary of preventive care visit completed by doctor
- Email from third-party administrator confirming appointment
- Email from Doctor confirming appointment
- EOB with information on preventive care visit

In the event that the Board elects to track compliance through a third party administrator, the Board shall consult with the Federation on the selection of a third party administrator. If a third party administrator is retained, proof of compliance for each teacher and the teacher's enrolled spouse shall be made in accordance with the requirements of the administrator.

Non-Compliant Employees. If during the applicable measurement year, the teacher or the teacher's enrolled spouse (as applicable) failed to participate in the applicable components of the Board's wellness incentive programs, the teacher shall be designated a "non-compliant employee" for the two subsequent contract years. If a teacher and/or the teacher's enrolled spouse fail to meet the wellness incentive program requirements in the applicable measurement year, the teacher and the teacher's spouse may satisfy the program requirements during the subsequent calendar year, in order for the teacher to be designated a "compliant employee" for the second contract year of the applicable cycle. If during the applicable measurement year, the teacher and the teacher's enrolled spouse fully participate in all applicable components of the Board's wellness incentive programs, the teacher shall be designated a "compliant participating employee" for the two subsequent contract years.

23. Health Care Cost Containment Committee. There shall be established a "Health Care Cost Containment Committee" with three (3) members appointed by the Board and three (3) members appointed by the WFCT. The committee shall review aggregate data regarding the Board's wellness incentive programs as described herein and make recommendations regarding the design and implementation of these programs. This committee shall also be charged with creating additional voluntary wellness initiatives such as fitness challenges or other healthy lifestyle programs. Any such additional programs that involve the expenditure of funds must be approved by the Board.

VI
PROFESSIONAL BENEFITS

24. Personal Leave.

a. Up to five (5) days each year of personal absence with pay may be granted:

Personal days may be used only to attend to important and necessary personal business that cannot be transacted other than during working hours. Personal leave is such leave, which is typically unavoidable and non-recurring for:

- Legal reasons (e.g. house closing, court appearance);
- Religious reasons (e.g. religious holiday);

- Family reasons (e.g. birth, death, marriage, illness, or graduation, attendance at a child's school related function or event; or a child's non-school related performance or sporting competition);
- Personal Emergency (e.g. military deployment of a family* member, family emergency other than illness).

* Family is defined as spouse, parents, grandparents, children (natural, foster, or adopted), grandchildren, siblings, in-laws, nieces, nephews, first cousins, aunts, uncles, and permanent residents of the teacher's household.

Up to one day per year may be used for personal reasons for which no reason need be given.

Personal leave may be approved only when it is not reasonable for the required activity to have been scheduled outside of working hours.
Personal leave may be taken in one hour increments.

Leave under this paragraph shall not be used to extend holidays or vacation periods, unless approved by the Superintendent. In considering requests for personal leave that extend a holiday or vacation period, the Superintendent may consider the operational needs of the district in determining whether to grant the extension. The type of reasons for personal absences shall be disclosed on the Request for Personal Leave form. The administration may request more information about the teacher's proposed use of leave, except in the case of the one day for which no reason needs to be given.

Use of personal leave shall require forty-eight (48) hour notice and prior approval of the immediate supervisor. Forty-eight (48) hours notice is not required in emergency situations.

b. The Superintendent may extend additional personal leave, with or without pay, or waive the documentation requirements in this article, if in his or her judgment, there are extenuating circumstances which justify such action.

c. In the event that a teacher has unused personal days remaining at the end of the school year, the Board will convert up to three (3) of such unused personal days to the teacher's sick leave accumulation.

25. Federation Leave. Officers of the Federation may be granted five (5) days' absence with pay for Federation business. For extenuating circumstances, an additional five (5) days may be granted.

26. Professional Days. (Conventions, conferences and observations). Subject to prior approval by the immediate supervisor, a teacher may attend conventions, conferences or the observation of an activity in another school building or school system. Approved attendance shall be without loss of pay. Reimbursement for reasonable costs incurred in connection with professional days must have prior approval by the immediate supervisor.

The principal may require a written or oral report which shall be submitted within two (2) weeks of the termination of the convention, conference or observation.

27. Graduate Study Reimbursement. When in the judgment of the Superintendent the course and/or dual certification non-degree program for which reimbursement is requested will make a meaningful contribution to a more effective performance of the duties to which the professional staff member is assigned, then such reimbursement may be granted. Courses and/or non-degree programs must be completed with a grade of B or higher. If a lesser mark is received and the teacher desires, extenuating circumstances may be explained to the Superintendent for his/her consideration. All non-tenured teachers shall discuss graduate study courses and/or dual certification non-degree programs with their building principal prior to submission to the Superintendent. Courses and institutions, and/or dual certification non-degree programs, must have prior approval of the Superintendent at least fifteen (15) days prior to the start of the course. The Board of Education will provide an annual account of Ninety Thousand Dollars ($90,000) and prorate the amount per semester hour in the event that more courses and/or dual certification non-degree program are approved and completed than are budgeted.

Graduate study reimbursement and/or dual certification non-degree program reimbursement is payable in one lump sum in the second December check of the school year following the school year in which the academic study was completed. Teachers must submit an official grade report or an official transcript of the approved course(s) and a copy of the bill for tuition and fees within forty-five (45) days of course completion in order to receive reimbursement. The amount of the reimbursement shall be equal to the cost of tuition and fees (excluding books) incurred for the course and/or dual certification non-degree program, unless pro-rated as set forth above.

A teacher granted tuition reimbursement is obligated to remain in the Waterford school system for two (2) full years of service following the year in which the graduate program or course is completed. If the teacher does not remain, he/she shall be obligated to repay to the Board the amount of money s/he has received in tuition reimbursement during the preceding two (2) school years; unless an extenuating circumstance (e.g. family illness, spouse relocation, etc.) necessitated a break in service.

For programs approved by the Superintendent on or after July 1, 2021, a teacher granted tuition reimbursement is obligated to remain in the Waterford school system for three (3) full years of service following the year in which the graduate program or course is completed. If the teacher does not remain, he/she shall be obligated to repay to the Board the amount of money s/he has received in tuition reimbursement during the preceding three (3) school years; unless the Superintendent determines that an extenuating circumstance (e.g. family illness, spouse relocation, etc.) necessitated a break in service.

A teacher who leaves the district prior to the pay cycle during which reimbursement is made shall not be eligible for any tuition reimbursement made pursuant to this article.

Completion of a dual certification non-degree program shall not render a teacher eligible for

movement on the salary schedule under Paragraph 10.

28. Leave of Absence. This section shall apply to tenured teachers in the Waterford school system. A leave of absence without pay may be granted for illness, graduate study or other reasons such as childrearing leave. The leave of absence may extend only for eighteen (18) months or less and the date of return must be the first day of a student marking period or at a time mutually agreed upon by the Superintendent and the teacher. A teacher on leave of absence must notify the Superintendent, in writing, prior to January 15th of his/her intention to return or not to return for the following school year. Failure to provide such written notification by January 15th shall be considered a resignation of employment. In the event the teacher wishes to return to the system, he/she will be returned to his/her former position or a similar position, if such a vacancy exists, for which he/she is certified and qualified, subject to the Reduction in Force Article IX. For the purposes of this paragraph, qualified shall mean having the proper certification and having taught in a similar assignment in Waterford. If no vacancy exists, the Board shall assign the teacher to any position for which he or she is certified and qualified in accordance with the Reduction in Force procedure described in Article IX. Teachers taking leave of absence are not eligible for salary or for step credit unless they have taught for more than one half (1/2) of a school year. Teachers shall be allowed to buy health insurance as provided in paragraph 18.

29. Sick Leave.

(a) Annual allotment of sick leave. Teachers shall be granted annually fifteen (15) days of sick leave with full pay. The accumulation of sick leave shall be unlimited.

(b) Family illness. Teachers may use up to seven (7) of their annual allotment of paid sick leave to care for a sick child, a spouse or a parent. An additional, seven (7) days of the annual allotment of paid sick leave may also be used to care for a newborn child of the teacher or the teacher's spouse. Accumulated sick leave is not available for use for family illness.

(c) Adoption leave. Paid leave, to be deducted from accumulated sick leave, shall be available to employees in connection with an adoption, under the conditions described below.

In order to be eligible for such paid adoption leave, an employee must satisfy all of the following conditions:

1. The individual must have been continuously employed by the Board for at least one year at the time such leave is to commence.
2. The individual must be the parent of the child.
3. The leave must commence within three (3) months of the adoption of the child.

An employee who is eligible for paid leave in accordance with the requirements set forth above may elect to take up to fifteen (15) consecutive days of paid leave, to be deducted from the employee's accumulated sick leave, in connection with the adoption of a child.

Insurance benefits and all other benefits the employee is receiving at the time such leave commences shall remain in effect for the duration of such leave.

To the extent that the employee is eligible for leave under the Family and Medical Leave Act in connection with the adoption of the child, the paid leave taken under this section shall be designated as Family and Medical Leave.

An employee wishing to utilize such leave shall provide legal documentation of the adoption.

(d) Notification of Sick Leave Accrual. Each teacher shall be notified of the amount of his/her accumulated sick leave, with each distribution of payroll information. Teachers returning from any leave shall retain prior accumulated unused sick leave.

(e) Payment for Unused Sick Leave. For teachers hired on or before September 1, 2004, teachers, upon death, or retirement at age 55 or older, in accordance with the State Teacher Retirement Act, after ten (10) years of service in Waterford, the last five (5) of which must be consecutive, shall receive payment of up to forty-five (45) school days of unused sick leave.

For teachers hired between September 1, 2004 and June 30, 2012, teachers, upon death, or retirement at age 55 or older, in accordance with the State Teacher Retirement Act, after ten (10) years of service in Waterford, the last five (5) of which must be consecutive, shall receive payment of up to twenty-five (25) school days of unused sick leave.

Teachers hired on or after July 1, 2012 shall not be eligible for payment for unused sick leave.

In case of a death, payment of unused sick leave shall be made to the teacher's beneficiary as designated on the life insurance policy provided to the Superintendent's office.

The payment shall be made no later than the first pay period of July of the year following retirement or death. If notification is not given by that date December 1st of the fiscal year of retirement or death, sick pay shall be made payable in the first pay period in the second fiscal year following retirement or death.

(f) Workers' Compensation. When a teacher is absent from school as a result of a personal injury caused by an accident arising out of or during the course of his/her employment, the Board shall pay his/her full salary, less workers' compensation payment, while recuperating, without deducting from the teacher's accumulated sick leave to a maximum of the teacher work year, or to the date of maximum medical improvement, whichever is sooner.

30. Assault.

a. When a teacher is assaulted as a result of his/her employment, the Board will pay his/her full salary, less workers' compensation payments, while recuperating without deducting from the teacher's accumulated sick leave.

b. The Board of Education shall have the right to have the teacher examined by its physician to determine, together with the teacher's physician, when the teacher should return to work.

c. The Board of Education shall be responsible for teacher losses as a result of an assault as follows:

1) The reasonable cost of clothing or other personal property damaged, stolen or destroyed in the course of an assault, up to a maximum of six hundred dollars ($600).

2) The cost of medical, surgical or hospital services beyond those covered by workers' compensation and/or any insurance provided by the Board.

31. Sick Leave Bank.

Purpose - To provide members with additional paid sick leave when such members have exhausted sick and other available paid leave or are anticipated to exhaust such paid leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent and timely medical certification of said catastrophic illness or injury or combination thereof. Catastrophic illness shall be construed as severe physical or mental illness requiring prolonged hospitalization or recovery. Examples include, but are not limited to; coma, cancer, leukemia, heart attack and/or stroke.

Enrollment in the sick leave bank:

a. Membership in the sick leave bank is voluntary on the part of an employee once said employee has completed two (2) years of service in Waterford.

b. Members who are eligible to participate shall notify the Human Resources department by May 31 of the school year preceding their enrollment.

c. Members who choose to participate in the bank shall be automatically re-enrolled.

d. Annual enrollment requires the donation to the bank of the number of sick days per participating teacher determined by the WFCT on an annual basis. The WFCT shall notify Human Resources by May 31 of the school year preceding of the number of days that participating members must donate.

e. Members withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member of the bank.

f. If a member chooses to opt out of the sick leave bank, he/she must notify Human Resources by May 31 of the school year preceding their withdrawal from the sick leave bank.

g. A member who withdraws from membership in the sick leave bank will forfeit the contributed days.

h. In years in which the WFCT determines that no annual donations are due and no donations are otherwise made by participating members, newly enrolling employees shall be permitted to join the sick leave bank by donating (1) day.

Procedure for requesting sick leave bank assistance:

a. A member fitting the criteria set forth above requests through the Federation that (the "Sick Leave Bank Board") activate the sick leave bank. In the event that the member is incapable of making the request due to the member's catastrophic illness, the Federation may request activation of the sick leave bank on the member's behalf.

b. Upon the receipt of a request from the Federation to activate the sick leave bank, the Sick Leave Bank Board, as described below, shall meet within 10 school days to determine eligibility of a member to receive an allocation from the sick leave bank. The Sick Leave Bank Board may, by majority vote, modify the time limit set forth in this section.

   i. A member must have a catastrophic illness or injury or combination thereof, diagnosed by a physician, and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof. The four (4) member Sick Leave Bank Board may require that the documentation of said illness or injury be reviewed by a Sick Leave Bank Board designated physician in order to access the sick leave bank. When this review results in a significant question of the diagnosis, then the Sick Leave Bank Board may require the teacher to submit to a further medical examination.

   ii. A member must have exhausted all available paid leave or be anticipated to exhaust such paid leave while absent due to catastrophic illness or injury or combination thereof.

   iii. A member seeking to access the sick leave bank shall not be entitled to any other Board sponsored paid leave, remuneration from Board sponsored disability payments, workers' compensation, and/or other such Board sponsored benefits.

   iv. A member receiving an allocation of days from the bank must continue to pay for his/her portion of the health insurance premium.

Administration of the sick leave bank:

a. The Board of Education shall cooperate in the establishment and maintenance of a sick leave bank on a voluntary basis, as described in this paragraph.

b. The sick leave bank shall be administered by the Sick Leave Bank Board, a four (4) member board, two (2) members chosen by the Board of Education, and two (2) members chosen by the Federation. Each request for aid, as documented by a doctor's certificate, for the sick leave bank shall be decided by the Sick Leave Bank Board on the merits of the individual request. Action of the Sick Leave Bank Board sick shall be by the majority vote. The Sick Leave Bank Board may reserve days in the bank, and prorate the allocation of such days in the event that more requests are approved than days available in the bank.

c. Not more than Seventy-Five Thousand Dollars ($75,000) shall be expended from this fund during any one (1) year. No more than Twenty-Five Thousand Dollars ($25,000) shall be expended upon any one (1) employee during any one (1) year.

d. Those employees not contributing to the sick leave bank shall not participate in it.

e. The parties shall appoint a committee that shall meet annually to study alternative means of funding the sick leave bank.

f. Should an alternative plan of funding be agreed to by both parties, the parties shall re-negotiate the provisions of this Article VI, Paragraph 31; provided that if the parties are not able to reach an agreement concerning revisions to this Article VI, Paragraph 313, the parties will defer any further negotiations until the negotiations for the successor collective bargaining agreement commence.

32. Sabbatical Leave.

a. Purpose: Sabbatical leave of not less than nine (9) weeks and not more than one (1) year in duration may be granted to a teacher by the Board of Education upon recommendation of the Superintendent, the building principal and the department chairperson, if applicable, to:

1) Improve the education program of the school system; and
2) Stimulate professional growth of personnel.

b. Eligibility: Seven (7) years of consecutive teaching service in Waterford prior to the start of the sabbatical year. In computing years of service in Waterford, approved leaves of absence for illness shall not be counted as years of teaching service, but shall not be considered as breaching the requirement of "consecutive" years of service. Other approved leaves of absence which do not involve full-time employment outside the Waterford school system, shall not be counted as years of teaching service, but shall not be considered as breaching the requirement of

"consecutive" years of service, except that no more than nine (9) calendar years can include both such leaves and actual teaching services in Waterford.

c. Criteria for Selection:

1) Value of leave to school system.
2) Quality of service.
3) Type of planned college credits, type of planned research project or type of activity planned.
4) Number of years service.
5) Allocation of leaves among divisions of the school system.

d. Quota: A maximum of two percent (2%) of the professional staff may be on sabbatical leave at one time; not more than five (5%) of any division; elementary, middle school, senior high school or special services.

e. Compensation: Compensation during the leave shall be fifty percent (50%) of the teacher's salary for the sabbatical leave and shall not include supplementary pay.

In the event of employment during the sabbatical leave by a commercial agency, an adjustment shall be made so that the total amount of remuneration received during the sabbatical leave shall not exceed the salary which the teacher would have received had he/she been employed by the Waterford School system during the school year; however, the amount of any noncommercial educational grant shall not be taken into consideration. Regular increments shall be granted for the sabbatical year.

f. Application: Sabbatical leave application shall be submitted between February 1-15 of the school year preceding the leave. The application shall be accompanied by sufficient information to establish the nature and value of the leave. Application is to be made on the form available in the office of the Superintendent. The Board shall take action on all applications at the first April meeting. Later applications shall be considered through May 31 if, in the Board's discretion, additional grants of sabbaticals are consistent with this contract and would not, because of the lateness in filing, have a negative impact on the education program for the following year.

g. Obligations.

1) A teacher granted a one (1) year sabbatical leave is obligated to return to the Waterford school system for three (3) years of service. If the teacher does not return, he/she shall, within two (2) years from the commencement of the school year immediately following the sabbatical leave, repay to the Board the amount received during the sabbatical leave. If a teacher leaves the Waterford school system without remaining for the full three (3) years of service, he/she shall, within two (2) years after leaving the Waterford school system, repay to the Board the amount of money having the same ratio to the

amount granted as the unexpired period of service ratio is to three (3) years. This condition may be waived by the Board.

2) A teacher granted a half (1/2) year sabbatical leave is obligated to return to the Waterford school system for two (2) years of service. If the teacher does not return, he/she shall, within two (2) years from the commencement of the school year immediately following the sabbatical leave, repay to the Board the amount received during the sabbatical leave. If a teacher leaves the Waterford school system without remaining for the full two (2) years of service, he/she shall, within two (2) years after leaving the Waterford school system, repay to the Board the amount of money having the same ratio to the amount granted as the unexpired period of service ratio is to two (2) years. This condition may be waived by the Board.

3) A teacher granted less than a half (1/2) year sabbatical leave is obligated to return to the Waterford school system for one (1) year of service. If the teacher does not return, he/she shall, within two (2) years from the commencement of the school year immediately following the sabbatical leave, repay to the Board the amount received during the sabbatical leave. If a teacher leaves the Waterford school system without remaining for the full one (1) year of service, he/she shall, within two (2) years after leaving the Waterford school system, repay to the Board the amount of money having the same ratio to the amount granted as the unexpired period of service ratio is to one (1) year. This condition may be waived by the Board.

h. Guarantees. A teacher returning from leave is guaranteed:

1) Reappointment to the former or a mutually acceptable position;
2) The regular salary increment for the leave; and
3) Recognition of course credits earned.

A teacher while on leave is guaranteed:

1) Continued coverage by any group health or insurance program; and
2) Retention of sick leave accumulated prior to the commencement of the sabbatical leave.

i. Reports. A teacher on sabbatical leave shall submit to the Superintendent of Schools for transmittal to the Board of Education an interim and a final report with the following information where applicable: courses taken, credits earned, travel itinerary, project completed, leave benefits and other pertinent aids for evaluating the leave program.

33. Retirement Incentive:

a. Eligibility: Teachers shall be eligible for a retirement incentive under the following conditions:

1) Any teacher who has at least twenty (20) years of teaching experience, the last ten (10) of which must be in Waterford School System, and who is retiring under the Connecticut Teacher Retirement Benefits shall be entitled to a $3,000 payment in the fiscal year following retirement.

b. Notification: Notification must be given to the business office on or before December 1st of the last year of service or the next business day if December 1 falls on a Saturday or Sunday, in order to be eligible for the benefit.

c. In the event a Teacher dies prior to their anticipated retirement date the Board, at the time of Teacher's death shall issue a cash payment to the Teacher's beneficiary as designated on the life insurance policy for said Teacher that was previously provided to the Superintendent's office.

34. Retirement Insurance:

1) Eligibility: Certain Teachers retiring at age 55 shall be eligible for a retirement incentive under the following terms and conditions:

i) Any teacher hired before October 1, 1993, and who has at least twenty (20) years of teaching experience, the last ten (10) of which must be in the Waterford School System, and who is eligible to collect Connecticut Teacher Retirement Benefits, and is between fifty-five (55) years old and sixty-five (65) years old at the time of retirement, will be given the option of the continuing group insurance coverage in the plans offered to active teachers after retirement to age sixty-five (65), providing the insurance carrier allows. Effective July 1, 2015, any subsidy offered by the State TRB will be applied wholly to the retiring teacher's percentage of the cost of extended coverage once it has been divided equally between the retiring teacher and the Board of Education. For example: If the total monthly individual insurance cost is $836.00, an equal split between the Board and the retiree is $418.00. Reduce retiree portion of cost by TRB subsidy (currently $110); retiree monthly cost would be $308.00, to be remitted to the Board.

ii) Any teacher hired between October 1, 1993 and August 31, 2004, and who has at least twenty (20) years of teaching experience, the last ten (10) of which must be in the Waterford School System, and who is eligible to collect Connecticut Teacher Retirement Benefits, and is between fifty-five (55) years old and sixty-five (65) years old

at the time of retirement, will be given the option of continuing group insurance coverage in the plans offered to active teachers after retirement to age sixty-five (65), providing the insurance carrier allows. Effective July 1, 2015, any subsidy offered by the State TRB will be applied wholly to the retiring teacher's percentage of the cost of extended coverage once it has been divided as follows: sixty percent (60%) to be borne by the retiring teacher and forty percent (40%) to be borne by the Board of Education. For example: If the total monthly individual insurance cost is $836.00, a 60/40 split between retiree and the Board equals $501.60 retiree/$334.40 Board. Reduce retiree portion of cost by the TRB subsidy (currently $110); retiree monthly cost would be $391.60 to be remitted to the Board.

iii) Any teacher hired between September 1, 2004 and June 30, 2012, and who has at least twenty (20) years of teaching experience, the last ten (10) of which must be in the Waterford School System, and who is eligible to collect Connecticut Teacher Retirement Benefits, and is between fifty-five (55) years old and sixty-five (65) years old at the time of retirement, will be given the option of continuing group insurance coverage in the plans offered to active teachers after retirement to age sixty-five (65), providing the insurance carrier allows. Effective July 1, 2015, any subsidy offered by the State TRB will be applied wholly to the retiring teacher's percentage of the cost of extended coverage once it has been divided as follows: seventy percent (70%) to be borne by the retiring teacher and thirty percent (30%) to be borne by the Board of Education. For example: If the total monthly individual insurance cost is $836.00, a 70/30 split between retiree and the Board equals $585.20 retiree/$250.80 Board. Reduce retiree portion of cost by the TRB subsidy (currently $110); retiree monthly cost would be $475.20 to be remitted to the Board.

iv) Any teacher hired on or after July 1, 2012 who retired from service with the Waterford Board of Education shall not be eligible for any Board contribution to his/her health insurance, but shall be eligible to continue health insurance as set forth below in subsection v. of this section.

v) In accordance with the provisions of state statute, as it may be amended from time to time, at age sixty-five (65), or subsequent to retirement from the Waterford Public Schools, a retiree may, at his/her option and provided this is allowable by the insurance carrier, purchase the health insurance package offered to active teachers or a portion thereof on a yearly basis for life.

a. Notification: To be eligible for the benefits described in this article, notification must be given to the business office on or before December 1st of

the last year of service or the next business day if December 1 falls on a Saturday or Sunday.

b. The Board contribution shall be made in the first pay period of June of the year of retirement in the dollar amount of the applicable Retirement Incentive specified in Article VI, Section 34 above and will be made by the Board into either the 403(b) Plan for Eligible Retiring Employees or to the Retiree Medical Expense Trust Account Plan or to a combination of both plans, said determination as to which Plan shall be funded for a particular Teacher, and to the extent both are funded for a particular Teacher, then in what amounts for each Plan, to be made by the Board (or the Board's designee) in the Board's (or the Board designee's) sole discretion.

c. In the event the Board makes all or part of the above-referenced Board contribution specified in Article VI, Section 34 above into the 403 b Plan for a Teacher then the Board's contribution to the 403(b) Plan shall be in the form of a non-elective retirement contribution that is subject to the applicable IRS annual limits for that type of contribution under Sections 403(b) and 415 of the Internal Revenue Code (e.g., for 2012, the limit is $50,000 minus any elective deferral contribution made by the Teacher during 2012). The Board shall make its contribution to the 403(b) Plan up to the maximum limit permitted under section 415(c)(l) of the Internal Revenue Code of 1986, as amended(the "Code"), for the Plan Year in which the Teacher retires, and shall contribute the remaining portion of the contribution that exceeds said limit, if any, into the 403(b) Plan in the next Plan Year and if necessary during successive Plan Years not to exceed a total of five (5) years as permitted by Section 403(b)(3) of the Code, until no excess remains and the total amount due has been contributed by the Board into the retiring teacher's 403(b) account.

d. No Teacher shall have the option to elect to receive all or any portion of the Board's contribution directly in cash or in another form or type of benefit elected by the Teacher.

35. The Board of Education may offer such additional voluntary retirement incentives as it may deem appropriate, after consultation with the Federation.

VII
WORKING CONDITIONS

36. Teacher's Responsibilities - General: Teachers have an obligation to satisfy teaching responsibilities which maintain the quality of the educational process.

37. Preparation and Planning Periods - Teaching Load.

a. All teachers shall have an uninterrupted duty-free daily preparation period of at least forty-five consecutive minutes per day. At the middle and high school level, a preparation period shall consist of one instructional period per day, based on the length of student periods as they may change from time to time.

b. Teachers shall be assigned classes requiring as few different preparations as reasonable.

c. If the Board configures the student instructional day as a two day/four periods per day rotating block schedule at the high school level, teachers may be assigned to teach up to six classes during the two day rotation. Teachers at the high school teaching six classes during the two day rotation on the two day/four periods per day rotating block schedule shall not be assigned a duty assignment.

d. If the Board configures the student instructional day as a six period day at the middle school level, teachers may be assigned to teach five classes during the six period day. Teachers at the middle school teaching five classes during the six period day shall not be assigned a duty assignment.

38. Staff Assignments:

Principals and supervisors shall give the educational interests of students their first priority in making teacher assignments. Recognizing that perceptions of equity in teacher assignments differ markedly from person to person, each principal and supervisor shall strive to develop teacher assignments that are equitable in the judgment of the administration.

The parties recognize that there are inherent differences in teaching at different educational levels (elementary, middle school, and senior high), differences among departments in secondary schools, differences between grade levels and special subject teachers in elementary schools, and differences in related services assignments. When developing assignments for teachers within buildings and departments, responsible administrators will give consideration to the following non-exclusive list of factors:

1. Differing subject matter or special subject requirements;
2. Number of students taught;
3. Students' educational profiles;
4. Number of teacher preparations and teacher assignments;
5. Available planning time;
6. Duty assignments;
7. Teachers' experiences, abilities and performance;
8. Teachers' preferences;
9. Available supports; and
10. Operational needs.

While the application of this paragraph is not subject to the grievance procedure, teachers may appeal to the Superintendent for a review of his/her assignments.

39. Meetings and Extra Work Scheduled by Administration.

a. In addition to the meetings set forth in paragraph b. and c. below, teachers will be available to provide up to an additional two (2) working hours per week each week (outside of the defined working hours) from September through June. These hours may be scheduled by the Principal before or after regular work hours. This time may be scheduled for:

1. PLC Meetings (no more than once per week, not schedule in June)
2. Extra Help for Students
3. Department meetings (chaired by Department Chair or designee)
4. STAT meetings
5. Curriculum Planning
6. Other meetings in support of the educational program as determined by the administration (except for faculty meeting)

b. Faculty meetings may be called up to one (1) time per month, up to one (1) hour in duration. Exceptions may be made by the administration for situations necessitating immediate action in a given month.

c. Department Chair and Curriculum Leaders meetings may be scheduled up to twelve (12) times per year, up to one (1) hour in duration. Exceptions may be made by the administration for situations necessitating immediate action or when either the Department Chairs or Curriculum Leaders as a group recognize the need for additional meetings.

d. Teachers are expected to attend parent-teacher conferences and pupil evaluation conferences. Attendance at parent-teacher association/organization meetings is considered to be a professional obligation for all teachers for the back-to-school night and any night the teacher is part of the program. In the event of a time conflict between a parent-teacher association/organization meeting and a college or university course, the teacher shall be excused by the immediate supervisor at his/her discretion from the parent-teacher association/organization meetings.

c. The administration shall make reasonable efforts to schedule PPT meetings so as to preserve the daily teacher preparation time, considering parents and staff schedules and considering the use of after-school time.

40. Special Faculty Meetings. The Federation may schedule meetings during times outside of school hours when no other meetings conflict.

41. Duty-Free lunch. All teachers shall have an uninterrupted, duty-free lunch period of at least thirty (30) minutes. Elementary teachers shall not be assigned playground, clerical, and/or cafeteria duties as has been the practice between the parties.

42. Class Size. Desirable enrollment for classrooms in the Town of Waterford is as follows:

Grade Level	Number of Pupils
Pre-K-1	23
2-3	24
4-5	25
6-8	26
9-12	27

Enrollment levels include in person and remote students.

a. Exceptions to the above desirable maximums shall be acceptable in, physical education, chorus, band, orchestra and study halls. If physical education, chorus, band, or orchestra sections exceed 50 students in one class, a paraprofessional shall be provided by the Board to assist the teacher.

b. Student enrollment should not exceed by more than five (5) the maximum established.

c. Enrollment for grade levels shall be arrived at by using the average number of students in a particular grade level in each individual school.

d. During the course of a school year, if class size enrollment exceeds the maximum established, the Board should endeavor to correct the situation by the employment of one (1) of the following, whichever is most practicable:

1) Hiring a new teacher;

2) Hiring a paraprofessional;

3) Reassignment of students to another classroom within the building; or

4) Transfer of students to another building or class level.

The use of classroom paraprofessionals should be a measure only for the remainder of any one (1) school year. The following school year a balance should be reached by the opening of a new class at the appropriate grade level or by one of the alternatives stated above.

e. The Board shall furnish monthly enrollment figures to the officers of the Federation.

f. The number of students should not exceed the number of student stations in special areas such as in fine arts, science labs, technology stations, and technical education.

43. Classroom Collections. Teachers shall be responsible for such collections as assigned by the principal, but shall not be responsible for the purpose of collections for school pictures, lunch or pupil insurance programs.

44. Teaching Assistant Principal. Only a certified teacher who agrees shall be appointed to act in the place of the administrators during absences of all administrators. All teachers shall be notified via email that the Teaching Assistant Principal or other designated teacher is providing coverage in the absence of all administrators and the Teacher Assistant Principal from the building. A teacher acting as the "Teaching Assistant Principal" shall be appointed and shall receive the stipend set forth in Appendix A.

45. Assignment and Transfer: Involuntary transfers and assignments shall be made by the Superintendent of Schools in the best interest of Waterford students. When two (2) or more employees are being considered for transfer, the junior person shall be transferred, unless in the judgment of the Superintendent of Schools, such transfer would be detrimental to the best interests of Waterford students.

Employees desiring a voluntary transfer for the following school year shall notify the Superintendent or his/her designee by January 15th. Staff vacancies shall be manually posted in all schools and electronically via email to all certified staff, at their school email address. Although transfer and assignments remain the responsibility of the Superintendent of Schools, the Superintendent will consider the following when two (2) or more qualified and certified staff members request the same assignment:

a. Seniority -- length of continuous service in Waterford; if two or more teachers are tied in seniority, total length of teaching service will be considered.

b. Qualifications (order to be determined based on the best interests of Waterford students).

- Certification Status;
- Degree status;
- Skills and ability as determined through written evaluations;
- Recommendations of Principal(s) and administrative staff;
- Additional course credit;
- Teaching experience.

The Superintendent of Schools will make decisions regarding filling the vacancies based on the best interests of Waterford students. Vacancies will be posted after the administration has completed voluntary and involuntary transfers.

Notice of assignment shall be made by the end of the school year, when possible, based on the best interests of the Waterford school district and its students. In the event of changes in assignment, the administration shall notify affected teachers as soon as possible after the change has been made.

46. Vacancy Posting Process:

1. The administration will post a district wide vacancy internally for a period of five (5) working days. External postings shall be made only after the internal posting period is completed.

2. In Building Changes in Assignment – Administrators shall make internal changes.

3. Internal staff may apply for any internal posting and shall be considered for a vacancy prior to any external candidates.

4. Teachers returning from a Leave of Absence shall be placed in a vacancy in accordance with Article 6 Professional Benefits Section 28.

47. Personnel Files. No material derogatory to a teacher's conduct, service, character or personality shall be placed in a teacher's personnel file unless it has first been shown to and discussed with the teacher by the immediate supervisor. The teacher shall initial and date the actual copy to be filed. The initials shall signify merely that the teacher has examined the material.

The teacher may submit a written notation regarding any material placed in his/her personnel file, and the same shall be attached to file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may request adjustments provided cause is shown through the grievance procedure whereupon the material will be corrected or expunged from the file. A teacher shall have the right to request adjustments to a written reprimand and/or a disciplinary suspension through the grievance procedure, through Step 5, the arbitration level. A teacher shall have no right to grieve his/her evaluation.

The evaluation complaint process shall be the exclusive procedure to object to procedural compliance with the evaluation plan. Any teacher in the intensive supervision state of the evaluation procedure (or its successor equivalent) may request that a Federation representative be in attendance at meetings of the administration concerning that teachers' evaluation.

The Board shall securely maintain personnel files for each teacher. Information not contained in the above personnel files shall not be used in any way against the teacher at any hearing, disciplinary action or meeting concerning the teacher, provided however, that this shall not prevent the introduction of evidence of progressive discipline and/or information pertaining to Board policies or procedures from being introduced.

48. Grievance Procedure. To secure, at the lowest possible level of employer-employee relationship, solutions to problems which may arise concerning the interpretations of any provisions of this Agreement, all disputes between either a teacher and the Board or between the Federation and the Board concerning the interpretation of any provisions of this Agreement shall be dealt with as follows:

a. Definitions.

1) A grievance shall mean a complaint by a party in interest that his/her rights under the specific language of this Agreement have been violated or that as to him/her there has been a misapplication or misinterpretation of the specific provisions of this Agreement or that such party has been issued a written reprimand or received a disciplinary suspension without just cause. Such "just cause" grievance shall proceed directly to arbitration from the Superintendent's level if pursued by the Federation on behalf of the grievant.

2) A "party in interest" is a teacher or the Federation.

b. Grievance Procedure.

Step 1: A party in interest having a grievance shall first discuss the issue with his/her principal. If a solution is not reached, the party may proceed to step 2.

Step 2: A party in interest with a grievance shall, within thirty five (35) calendar days of when he/she knew or should have known of the incident, present the grievance in writing to the principal and shall notify the Federation. The principal shall meet with the grievant to discuss the matter and respond in writing within ten (10) calendar days of receiving the grievance. If a solution is not reached the party may proceed to step 3.

Step 3: The grievance shall be submitted to the Superintendent of schools within ten (10) calendar days of the response at Step 2. The Superintendent shall meet with the parties and respond to the grievance within ten (10) calendar days of receiving the grievance. If a solution is not reached the party may proceed to step 4 except that in grievances involving discipline for just cause, the party in interest may proceed directly to step 5 within (10) school days of the receipt of the Superintendent's decision at Step 2.

Step 4: The grievance shall be submitted to the Board of Education within ten (10) calendar days of receipt of the decision at step 3. The Board of Education shall have thirty (30) calendar days to meet with the parties in interest and issue a written response. If a solution is not reached the party in interest may proceed to Step 5.

Step 5: Within ten (10) school days after the written response by the Board of Education the Federation, acting on behalf of the party in interest, may submit the matter to the American Arbitration Association for binding arbitration. Any charges by the arbitration board shall be shared one half (1/2) by the Federation and/or the teacher and one half (1/2) by the Board.

The arbitrator shall hear and decide only one (1) grievance in each case. Such arbitration shall be binding upon both parties, except as otherwise provided by law.

c. General Provisions.

1) Parties in interest may participate in grievance procedures without jeopardizing their standing in the school community.

2) The Federation shall have the right to be present at each step of the grievance procedure.

3) While the parties in interest may be represented by counsel, the Federation or any representative of their choosing beginning at Step 3, only the Federation may select counsel for matters submitted to arbitration under Step 5 of the grievance procedure.

4) All documents, communications and records germane to the processing of a grievance shall be filed separately from the personnel file of any party in interest.

5) The statement of grievance shall contain the provisions of the contract alleged to have been violated as well as a statement of the remedy requested. The sole and exclusive remedy for a teacher who wishes to challenge a termination or non-renewal pursuant to the reduction in force policy shall be through the procedures contained in Connecticut General Statute Section 10-151, as may be amended.

VIII
OTHER PROVISIONS

49. Termination Notice. Whenever practicable, a teacher shall give sixty (60) days' notice of resignation.

50. Calendar. The school calendar shall be set by the Board after consulting with the Federation. It shall define the number of teacher working days. The PLC calendar shall be set by the administration after consultation with the Federation President. PLC meetings shall not be held during the weeks of back to school night or parent-teacher conferences.

51. Severability. In the event that any provision or portion of this Agreement is ruled invalid for any reason, the balance and remainder of this Agreement shall remain in full force and effect.

52. Part Time Teachers. Teachers who work fewer days than a full teacher work year will be paid on a per-diem basis using one divided by the number of teacher work days as base salary for each day worked. Teachers who work part of each day shall be paid a salary proportional to the number of hours worked of the work day. Additionally, the following special provisions apply to part-time teachers.

a. Article IV, Section 11 Salary Payments Schedule, shall apply to part-time teachers.

b. Teachers employed half-time or more, hired on or before June 30, 2012, shall receive the same insurance benefits as full-time teachers.

Teachers hired on or after July 1, 2012 shall also receive the same insurance benefits as full-time teachers, but the Board shall only be responsible for paying a pro-rata share of the Board's premium contribution, based on the percentage of time that a teacher is working.

Teachers employed less than half-time shall receive no insurance benefits.

c. Benefits under Article VI, Section 24, Personal Leave, shall be proportional to the percentage of employment rounded to the nearest tenth (1/10).

d. Sick leave lengths shall be proportional to the percentage of employment rounded to the nearest tenth (1/10).

e. Graduate study reimbursement shall be the same as for full-time teachers.

f. Under Article VI Section 32, Sabbatical Leave, salary payment while on leave shall be proportional to the percentage of employment rounded to the nearest tenth (1/10).

g. Under Article VII, Section 37, Preparation and Planning Periods, these periods shall be proportional to the percentage of employment rounded to the nearest tenth (1/10).

Teacher Work Day

53. Instructional Day. The instructional day shall be six hours and forty-five minutes for students in grades K through 12. Any increase in the instructional day for students shall not require any corresponding increase in current requirements for the teacher's usual obligation of 7 hours at school exclusive of special requirements set forth in Article 39 of this Agreement.

54. Types of Assignments. Applications will usually encompass a wide variety of purposes including experimental projects involving development of teaching methods and

materials, curriculum improvement, teacher-student relationships, subject matter research in one's field or specialization, and other professional activities.

IX
REDUCTION IN FORCE AND RECALL

55. Layoff

a. The Board has the sole and exclusive right to eliminate professional staff positions consistent with what it feels is its statutory responsibilities under the Connecticut General Statutes.

b. Retirements, resignations, non-renewals, and terminations among the teaching staff will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of teachers.

c. When the Board deems it necessary to layoff professional staff members because of the elimination of their positions, a tenured teacher shall be laid off only if no other position exists held by a non-tenured teacher for which the tenured teacher is both qualified and certified.

d. As between tenured teachers or non-tenured teachers, the Board, within its sole discretion, shall decide which teachers shall be retained based upon the criteria outlined below. The needs of the Waterford School System with regard to the number of positions and certifications required shall be determined by the Board. Once having done so the following criteria shall apply in selecting the teachers to be terminated or non-renewed.

1) Skill and ability;
2) Areas of certification;
3) Areas of teaching experiences; and
4) Past performance.

When the above criteria are equal, seniority will prevail. Seniority is defined as the length of service in the Waterford School System in a certified position.

56. Recall

a. Any employee laid off pursuant to this article shall have recall rights to any position in the bargaining unit which becomes vacant and which is to be filled for which he/she is qualified and certified for a period of two (2) calendar years starting with the effective date of the layoff. All certified and qualified tenured teachers shall be recalled prior to recall of any non-tenured teachers under this Article.

b. Any teacher recalled under this section will be returned to work in order of seniority if certified and qualified for the position. The following criteria shall be applied to determine qualifications for the purpose of recall:

- Certification Status;
- Degree status;
- Skills and ability as determined through written evaluations;
- Additional course credit;
- Teaching experience.

When the above criteria are equal, seniority will prevail. Seniority is defined as the length of service in the Waterford School System in a certified position.

c. 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, unless the position which the recalled teacher fills specifically pays a lesser compensation.

d. 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 of Education records, with a copy to the Federation president, prior to the anticipated date of reemployment. 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.

e. An employee who has been laid off due to reduction in staff may continue to participate in any group insurance program, 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 layoff and for which he/she was not compensated.

f. All separations of teachers under this article shall take place in accordance with the provisions of Section 10-151 of the Connecticut General Statutes, as may be amended. Any hearing necessary in cases of separations of staff members shall be conducted in accordance with the provisions of that statute. This provision is not subject to the grievance article in this contract.

SIGNATURE PAGE

WATERFORD BOARD OF EDUCATION:

By: _____
Craig Merriman
Board Chair

Date: 1/29/21

WATERFORD FEDERATION OF CLASSROOM TEACHERS:

By: _____
Jason Adler
President

Date: 1/29/21

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APPENDIX A-1
ATHLETIC STIPENDS

Position	Season	2021-2022	2022-2023	2023-2024
Football-Head-WHS	Fall	$7,614	$7,766	$7,921
Field Hockey-Varsity-WHS	Fall	$6,384	$6,512	$6,642
Soccer-Boys-Varsity-WHS	Fall	$6,384	$6,512	$6,642
Soccer-Girls-Varsity-WHS	Fall	$6,384	$6,512	$6,642
Swimming-Girls-Head-WHS	Fall	$6,384	$6,512	$6,642
Volleyball-Girls-Head-WHS	Fall	$6,384	$6,512	$6,642
Basketball-Boys-Varsity-WHS	Winter	$6,384	$6,512	$6,642
Basketball-Girls-Varsity-WHS	Winter	$6,384	$6,512	$6,642
Swimming-Boys-Head-WHS	Winter	$6,384	$6,512	$6,642
Wrestling-Varsity-WHS	Winter	$6,384	$6,512	$6,642
Baseball-Varsity-WHS	Spring	$6,384	$6,512	$6,642
Lacrosse-Boys-Head-WHS	Spring	$6,384	$6,512	$6,642
Lacrosse-Girls-Head-WHS	Spring	$6,384	$6,512	$6,642
Outdoor Track- Varsity-WHS Boys	Spring	$6,384	$6,512	$6,642
Outdoor Track- Varsity-WHS Girls	Spring	$6,384	$6,512	$6,642
Softball-Varsity-WHS	Spring	$6,384	$6,512	$6,642
Assistant Football-WHS (3)	Fall	$6,384	$6,512	$6,642
Cheerleader-WHS	Fall/Winter	$5,402	$5,510	$5,620
Cross Country-Varsity-WHS	Fall	$5,402	$5,510	$5,620
Fencing-Head - WHS	Winter	$5,402	$5,510	$5,620
Indoor Track-Boys-WHS	Winter	$5,402	$5,510	$5,620
Indoor Track-Girls-WHS	Winter	$5,402	$5,510	$5,620
Golf-Head-WHS	Spring	$5,402	$5,510	$5,620
Tennis-Boys-Varsity-WHS	Spring	$5,402	$5,510	$5,620
Tennis-Girls-Varsity-WHS	Spring	$5,402	$5,510	$5,620
Assistant Field Hockey-WHS	Fall	$4,911	$5,009	$5,109
Assistant Soccer-Boys-WHS	Fall	$4,911	$5,009	$5,109
Assistant Soccer-Girls-WHS	Fall	$4,911	$5,009	$5,109
Assistant Volleyball-Girls-WHS	Fall	$4,911	$5,009	$5,109
Assistant Basketball-Boys-WHS	Winter	$4,911	$5,009	$5,109
Assistant Basketball-Girls-WHS	Winter	$4,911	$5,009	$5,109
Assistant Wrestling-WHS	Winter	$4,911	$5,009	$5,109
Assistant Fencing-WHS	Winter	$4,911	$5,009	$5,109
Assistant Baseball-WHS	Spring	$4,911	$5,009	$5,109
Assistant Lacrosse-Boys-WHS	Spring	$4,911	$5,009	$5,109
Assistant Lacrosse-Girls-WHS	Spring	$4,911	$5,009	$5,109
Assistant Outdoor Track-WHS (2)	Spring	$4,911	$5,009	$5,109

Position	Season	2021-2022	2022-2023	2023-2024
Assistant Softball-WHS (2)	Spring	$4,911	$5,009	$5,109
Assistant Cross Country Coach -WHS	Fall	$4,417	$4,505	$4,595
Assistant Swimming-Girls-WHS	Fall	$4,417	$4,505	$4,595
Assistant Swimming-Boys-WHS	Winter	$4,417	$4,505	$4,595
Assistant Golf- -WHS	Spring	$4,417	$4,505	$4,595
Freshman Football-Head-WHS	Fall	$4,417	$4,505	$4,595
Freshman Volleyball Girls- WHS	Fall	$4,417	$4,505	$4,595
Freshman Basketball-Boys-WHS	Winter	$4,417	$4,505	$4,595
Freshman Basketball-Girls-WHS	Winter	$4,417	$4,505	$4,595
Freshman Baseball-WHS	Spring	$4,417	$4,505	$4,595
Assistant Freshman Football-WHS	Fall	$4,417	$4,505	$4,595
Basketball-8th – Boys-CLMS	Winter	$2,453	$2,502	$2,552
Basketball-8th – Girls-CLMS	Winter	$2,453	$2,502	$2,552
Track-Boys-CLMS	Spring	$2,453	$2,502	$2,552
Track-Girls-CLMS	Spring	$2,453	$2,502	$2,552
Cross Country-CLMS (2)	Fall	$2,209	$2,253	$2,298
Soccer- Boys-CLMS	Fall	$2,209	$2,253	$2,298
Soccer- Girls-CLMS	Fall	$2,209	$2,253	$2,298
Swimming Boys & Girls- CLMS	Winter	$2,209	$2,253	$2,298
Wrestling-CLMS	Winter	$2,209	$2,253	$2,298
Assistant Cheerleading Coach- WHS	Fall/Winter	$1,472	$1,501	$1,531
Volleyball Boys & Girls- CLMS	Winter	$1,472	$1,501	$1,531

An annual list of athletic activities shall be published. The WFCT President shall be notified of each approval and/or denial of a teacher proposal for an athletic activity.

APPENDIX A-2
DISTRICT-WIDE STIPENDS

Position		2021-22	2022-23	2023-24
Assistant to the Special Services Director	Year	$4,505	$4,595	$4,687
Data Organizer -WHS	Year	$4,005	$4,085	$4,167
Department Chair-WHS (>9) (Certified) (4)	Year	$4,005	$4,085	$4,167
Teaching Assistant Principals (5)	Year	$4,005	$4,085	$4,167
Curriculum Leaders (5-9) (8)	Year	$3,507	$3,577	$3,649
Department Chair-WHS (5-9) (1)	Year	$3,507	$3,577	$3,649
Chemical Hygiene Officer-District	Year	$3,207	$3,271	$3,336
Department Chair-WHS (<5) (Certified) (4)	Year	$3,005	$3,065	$3,126
School Coun. Curr. Leader/State Test Coord.- CLMS	Year	$3,005	$3,065	$3,126

An annual list of district wide stipends shall be published.

APPENDIX A-3
CLUBS AND PROGRAMS

Position	Season	2021-22	2022-23	2023-24
Drama-WHS	Year	$4,505	$4,595	$4,687
Band Director-WHS (includes football pep band)	Year	$3,507	$3,577	$3,649
Yearbook Advisor – WHS	Year	$3,507	$3,577	$3,649
Unified Sports Coordinator-WHS	Year	$3,005	$3,065	$3,126
Jazz Band Director-WHS	Year	$3,005	$3,065	$3,126
Dance Club-WHS	Year	$3,005	$3,065	$3,126
Intramurals-WHS	Year	$2,502	$2,552	$2,603
Student Council-WHS	Year	$2,502	$2,552	$2,603
Student Council-CLMS	Year	$2,502	$2,552	$2,603
Senior Class Advisor-WHS	Year	$2,502	$2,552	$2,603
Yearbook Advisor Assistant- WHS	Year	$2,502	$2,552	$2,603
Yearbook Advisor-CLMS	Year	$2,253	$2,298	$2,344
Jazz Ensemble Director -CLMS	Year	$2,004	$2,044	$2,085
Choral Director-WHS	Year	$2,004	$2,044	$2,085
Orchestra & Strings Director-WHS	Year	$2,004	$2,044	$2,085
Lancelot Advisors-WHS (1)	Year	$2,004	$2,044	$2,085
DECA Advisor-WHS	Year	$2,004	$2,044	$2,085
Drama Coach- CLMS	Year	$2,004	$2,044	$2,085
Drama Musical Director-WHS	Spring	$1,900	$1,938	$1,977
Junior Class Advisor-WHS	Year	$1,900	$1,938	$1,977
Jazz Ensemble -All Elementary		$1,501	$1,531	$1,562
Musical Choreographer-Spring Musical-WHS	Spring	$1,501	$1,531	$1,562
Intramural Coordinator-CLMS	Year	$1,501	$1,531	$1,562
Sophomore Class Advisor-WHS	Year	$750	$765	$780
Freshman Class Advisor-WHS	Year	$750	$765	$780
Science Bowl-WHS (2)	Year	$750	$765	$780
Key Club-WHS	Year	$498	$508	$518
National Honors Society Advisor-WHS	Year	$498	$508	$518
Intramurals ACE/session-CLMS (7)	TBD	$498	$508	$518
Connections Staff-CLMS (24)	TBD	$498	$508	$518
Elementary After School Program-GN (6)* [was 5]	TBD	$498	$508	$518
Elementary After School Program-OSW (6)* [was 5]	TBD	$498	$508	$518
Elementary After School Program-QH (6)* [was 5]	TBD	$498	$508	$518
National Honor Advisor Latin*		$498	$508	$518
National Honor Advisor Spanish*		$498	$508	$518

Position	Season	2021-22	2022-23	2023-24
National Honor Advisor French*		$498	$508	$518
National Junior Honors Advisor for World Lang-CLMS	Year	$248	$253	$258
High School Programming* (New)		$3,699		

The Board may establish and eliminate student clubs/programs in its discretion. Proposals for new clubs and/or student programs may be made by teachers in consultation with the building principal at each school building. Such proposals shall include at least the following information, and any other information as may be required by the building principal:

- The scope of responsibility for the proposed club/program;
- The minimum number of students anticipated to be participating in the proposed club/program;
- The number of hours required for the proposed club/program; and
- The proposed stipend rate for the proposed club/program.

Such proposals shall be submitted to the building principal for review and tentative approval. The building principal shall consult with the proposing teacher regarding the club/program, including consultation regarding the stipend for the proposed club/program based on the criteria set forth above and equity with current clubs/programs. Upon tentative approval by the building principal, the club and/or program proposal shall be forwarded to the Superintendent, who has the authority to approve such club/program in his/her discretion. The total funds available for student clubs/programs shall be aggregated at each school building based on the school district budget for the applicable year, and the Superintendent may approve new clubs/programs within the aggregate fund established at each school building. While clubs/programs that exceed the aggregate total at a particular school building may be approved by the Superintendent, the establishment of any such clubs/programs in excess of the aggregate budgeted amount will require the prior approval of the Board of Education.

APPENDIX B-1
HDHP PLAN DESIGN 2021-2022

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

	BENEFIT
COST SHARES	
	In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance. No Referrals Required Deductible: $2,250 Individual, $4,500 Two or More In Network Coinsurance 100% Out-of-pocket Maximum $3,250 Individual, $6,500 Two or More Lifetime Maximum In-Network - Unlimited **Out-of-Network Benefits** Coinsurance 80% / 20% Out-of-pocket Maximum $5,500 Individual, $11,000 Two or More Lifetime Maximum Out-of-Network - Unlimited **Only In-Network Benefits Illustrated Below**
PREVENTIVE CARE	**Annual**
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT/*Speech*/ Chiropractic	100% after deductible 50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible

COST SHARES	BENEFIT
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	**Note: All hospital admissions require pre-cert**
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible

COST SHARES	BENEFIT
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: $0 Generic/$25 Listed Brand/$40 Non-Listed Brand with 2x Mail Order Copay

The Board's contribution toward the HDHP deductible as set forth in article V will be deposited into the HSA accounts of compliant employees with the first payroll date of the contract year. The parties acknowledge that the Board's contribution toward the funding of the HDHP 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 HDHP deductible for retirees or other individuals upon their separation from employment. Any teacher hired with an effective date prior to or on the first day of the teacher work year who elects to enroll in the HDHP Plan shall receive full funding of the Board's portion of the HSA contribution. Teachers hired with an effective date after the first day of the teacher work year will receive a pro-rata share of the Board contribution to the HSA.

APPENDIX B-2
HDHP PLAN DESIGN 2022-2023; 2023-2024

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

	BENEFIT
COST SHARES	**In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance. No Referrals Required** Deductible: $2,500 Individual, $5,000 Two or More In Network Coinsurance 100% *Out-of-pocket Maximum $3,500_ Individual, $7,000 Two or More* *Lifetime Maximum In-Network - Unlimited* **Out-of-Network Benefits** *Coinsurance 80% / 20%* *Out-of-pocket Maximum $6,000 Individual, $12,000 Two or More* Lifetime Maximum Out-of-Network - Unlimited Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	**Annual**
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT/Speech/ Chiropractic	100% after deductible 50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible

COST SHARES	BENEFIT
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	**Note: All hospital admissions require pre-cert**
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical	100% after deductible

COST SHARES	BENEFIT
Equipment	
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: $0 Generic/$25 Listed Brand/$40 Non-Listed Brand with 2x Mail Order Copay

The Board's contribution toward the HDHP deductible for compliant employees as set forth in article V will be deposited into the HSA accounts with the first payroll date of the contract year. The parties acknowledge that the Board's contribution toward the funding of the HDHP 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 HDHP deductible for retirees or other individuals upon their separation from employment. Any teacher hired with an effective date prior to or on the first day of the teacher work year who elects to enroll in the HDHP Plan shall receive full funding of the Board's portion of the HSA contribution. Teachers hired with an effective date after the first day of the teacher work year will receive a pro-rata share of the Board contribution to the HSA.

APPENDIX C

PREVENTIVE SERVICES SCHEDULES FOR BENEFITS BASED WELLNESS INCENTIVE

Preventive Physical Exams or routine gynecological exams are required in each applicable measurement year according to schedule below[1]:

Preventive Screening Requirements for Male teachers/Male enrolled spouses:

Preventative Screening Requirements	Age Required (1)	Frequency
Preventive Physical Exam	20 years and older	1 exam every 2 years

Preventive Screening Requirements for Female teachers/Female enrolled spouses:

Preventative Screening Requirements	Age Required (1)	Frequency
Either Preventive Physical Exam; OR	20 years and older	1 exam every 2 years
Routine OB/GYN Exam (2)	20 years and older	1 exam every 2 years

(1) Use age as of January 1st to determine required screening for yourself and/or spouse, if applicable.

(2) Routine OB/GYN Exam can be conducted by Primary Care Provider either at the time of Preventive Physical Exam or Separate visit.

Note: Wellness Compliance will be determined for the July plan year based on services received in the previous calendar year/years, in accordance with the applicable measurement schedule.

[1] Female employees and/or female enrolled spouses may comply with wellness requirements by having either a preventive physical examination or a routine gynecological evaluation during the applicable measurement year.

APPENDIX D

ADDITIONAL BASE SALARY PAYMENTS FOR TEACHERS WITH AN EFFECTIVE START DATE ON OR BEFORE JUNE 30, 2018:

This Appendix applies solely to teachers with an effective start date on or before June 30, 2018.

a. The Board shall deduct teacher pension contributions from all additional base salary step and lane payment amounts set forth in this Appendix.

b. Eligible teachers in the salary classification lanes set forth below shall receive the following additional base salary payments during each contract year after the contract year in which the eligible teacher reaches Step 11:

Year	BA	BA+30/MA	MA+30/6th Year
21-22	$3,278	$5,273	$5,843
22-23	$3,753	$6,038	$6,690
23-24	$4,288	$6,898	$7,643

c. Eligible teachers who meet one of the following conditions will be eligible for the additional base salary payments set forth below. Conditions for eligibility:

i. The teacher held placement of the applicable salary classification lane during the 2017-2018 contract year; OR

ii. The teacher completed Board pre-approved coursework during the 2018-2021 agreement that would have rendered the teacher eligible for placement of the applicable salary classification lane as defined in the 2017-2018 contract year; AND submitted the appropriate documentation of the completion of such Board approved coursework during the 2018-2021 contract period.

Additional Base Salary Payments:

Year	2017-2018 salary classification lane for BA+45/MA+15	2017-2018 salary classification lane for MA+60	2017-2018 salary classification lane for PhD
21-22	$1,710	$5,559	$8,978
22-23	$1,958	$6,365	$10,280
23-24	$2,237	$7,272	$11,745

SIDE LETTER

Effective upon the signing of this Side Letter by the Waterford Board of Education (" Board") and the Waterford Federation of Classroom Teachers (the "WFCT"), and continuing through June 30, 2024, **Article VI, Section 29, Sick Leave, subsection (b),** of the Agreement between the Board and WFCT for the period July 1, 2021 - June 30, 2024 is hereby deleted in its entirety and replaced with the following new **Article VI, Section 29, Sick Leave, subsection (b).**

Paragraph 1. Article VI, Section 29, Sick Leave, subsection (b), shall be revised as follows:

29. Sick Leave.

(b) Family illness. Teachers may use up to **a maximum of** seven (7) ~~of their annual allotment of~~ **days of** paid sick leave **per year** to care for a sick child, a spouse or a parent. ~~An additional,~~ **A maximum of** seven (7) days ~~of the annual allotment of~~ paid sick leave **per year** may also be used to care for a newborn child of the teacher or the teacher's spouse. **Family illness days do not accumulate from year to year. Days used as family illness days will be deducted from a teacher's available sick leave.** ~~Accumulated sick leave is not available for use for family illness.~~

Paragraph 2. The WFCT and the BOARD acknowledge that, simultaneous with the execution of this SIDE LETTER, the parties are resolving a grievance brought by WFCT member Joseph Bonillo pertaining to his use of sick leave for family illness during the 2021-2022 school year. Mr. Bonillo's grievance was submitted to Superintendent Thomas Giard on January 24, 2022. As of the execution of this SIDE LETTER, Mr. Bonillo's grievance is withdrawn *with prejudice*.

Paragraph 3. Mr. Bonillo will be entitled to all leave available to him as described under the language set forth above.

Paragraph 3. The terms of this SIDE LETTER are recognized as a joint agreement by the BOARD and the WFCT, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the SIDE LETTER.

Paragraph 4. The parties acknowledge that this SIDE LETTER does not constitute any admission by the BOARD that the BOARD violated the Agreement in any way in the manner in which it implemented and/or administered the Agreement was improper; nor is it an admission by the WFCT that the manner in which the BOARD implemented and/or administered the Agreement was proper.

Paragraph 5. The validity, effect and operation of this SIDE LETTER shall be determined by the laws of the State of Connecticut.

Paragraph 6. The BOARD and the WFCT affirmatively state that they have a full understanding of the contents of the SIDE LETTER and the effects thereof; and that they have executed the same voluntarily and of their own free will, without any coercion.

Paragraph 7. The signatures below indicate that this SIDE LETTER has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Paragraph 8. The parties acknowledge that the revised provisions of **Article VI, Section 29, Sick Leave, subsection (b)** as set forth in this SIDE LETTER shall be considered as current contract language for the purposes of the parties' negotiations for a successor agreement to the collective bargaining agreement between the parties effective July 1, 2021 through June 30, 2024.

Paragraph 9. This SIDE LETTER shall be effective upon approval by the parties and mutual execution.

WATERFORD BOARD OF EDUCATION

By: _____

Title: Supt Date: 3/7/22

WATERFORD FEDERATION OF CLASSROOM TEACHERS

By: _____

Title: WFCT President Date: 3/4/22

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Waterford Board of Education (hereinafter the "BOARD"), the Waterford Federation of Classroom Teachers ("WFCT"), Jaclyn Bono and Michael Bono (each an "EMPLOYEE" and together the "EMPLOYEES"), all of whom hereinafter are sometimes referred to as the "Parties."

WHEREAS, the BOARD and the WFCT are parties to a collective bargaining agreement in effect through June 30, 2024 that determines the terms and conditions of employment for members of the WFCT (the "Agreement"); and

WHEREAS, in February, 2022, the WFCT filed a grievance under the Agreement, alleging that the BOARD violated Article VII, Paragraph 37 of the Agreement by making involuntary sixth class assignments to the EMPLOYEES; and

WHEREAS, the Administration of the Waterford Public Schools and the BOARD denied the grievance at all applicable levels of the grievance procedure set forth within the Agreement; and

WHEREAS, the WFCT filed for arbitration of this matter in accordance with the Agreement, and the matter is pending with the American Arbitration Association ("AAA") as Case No. 01-22-0001-2846; and

WHEREAS, the WFCT, the BOARD and the EMPLOYEES have resolved their differences pertaining to the manner in which the Agreement is administered with respect to Article VII, Paragraph 37 of the Agreement; and

NOW THEREFORE, the BOARD, the WFCT and the EMPLOYEES agree to the following:

1. This MOU shall become effective on signature.

2. **Article VII, Paragraph 37.** shall be revised as follows:

   37. Preparation and Planning Periods - Teaching Load.

   a. All teachers shall have an uninterrupted duty-free daily preparation period of at least forty-five consecutive minutes per day. At the middle and high school level, a preparation period shall consist of one instructional period per day, based on the length of student periods as they may change from time to time.

   b. Teachers shall be assigned classes requiring as few different preparations as reasonable.

c. If the Board configures the student instructional day as a two day/four periods per day rotating block schedule at the high school level, teachers may be assigned to teach up to six classes during the two day rotation. Teachers at the high school teaching six classes during the two day rotation on the two day/four periods per day rotating block schedule shall not be assigned a duty assignment. **The assignment of a sixth class to teachers at the high school level shall not be used as a means to effectuate staff reductions. In the event that an involuntary sixth class assignment extends from one school year into a second instructional year, the Board agrees to post the vacancy for the second school year and to make a good faith effort to try to fill the vacancy. Certification, seniority, and class schedules will be considered in the involuntary assignment of a 6th period.**

d. If the Board configures the student instructional day as a six period day at the middle school level, teachers may be assigned to teach five classes during the six period day. Teachers at the middle school teaching five classes during the six period day shall not be assigned a duty assignment.

3. The terms of this MOU are recognized as a joint agreement by the BOARD, the EMPLOYEES and the WFCT, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the MOU. Consistent with this provision, the pending grievance, AAA Case No. 01-22-0001-2846, shall be promptly withdrawn by the WFCT *with prejudice*.

4. The Parties acknowledge that this MOU does not constitute any admission by the BOARD that: the BOARD is in any way liable to the EMPLOYEES; that the BOARD harmed or damaged the EMPLOYEES; that the BOARD violated any rights the EMPLOYEES or the WFCT may have; or, that the BOARD in any respect treated the EMPLOYEES unfairly or unlawfully. The parties acknowledge that this MOU does not constitute any admission by the BOARD that the BOARD violated the Agreement in any way in the manner in which it implemented and/or administered the Agreement; nor is it an admission by the WFCT that the manner in which the BOARD implemented and/or administered the Agreement was proper.

5. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.

6. The BOARD, the EMPLOYEES and the WFCT affirmatively state that they each have a full understanding of the contents of the MOU and the effects thereof; and that they have each executed the same voluntarily and of their own free will, without any coercion.

7. The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

8. The Parties acknowledge that the revised provisions of **Article VII, Section 37,** as set forth in this MOU shall be considered as current contract language for the purposes of the parties' negotiations for a successor agreement to the collective bargaining agreement between the parties effective July 1, 2021 through June 30, 2024.

IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this MOU.

WATERFORD BOARD OF EDUCATION:

By: _____
Thomas W. Giard III
Superintendent of Schools

Date: 8/3/22

WATERFORD FEDERATION OF CLASSROOM TEACHERS:

By: _____
Lori Hauser
President

Date: _____

MICHAEL BONO:

By: _____

Date: 9/1/22

JACKLYN BONO:

By: _____

Date: 9/1/22

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