

# **WOLCOTT TOWN COUNCIL**

## **SPECIAL MEETING**

Tuesday, July 31, 2012

Wolcott Town Hall, Council Chambers

6:30 P.M.

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## **MINUTES**

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**Note: These are summary minutes.** A tape recording of this meeting is on file in Wolcott Town Hall; Commission Secretary's Office.

Chairman Valletta called the Special Meeting to order at 6:30 p.m. with the Pledge of Allegiance, and attendance was taken.

**MEMBERS PRESENT:** Chairman David Valletta, Vice-Chairman Gale Lanza Mastrofrancesco, Francis Masi, Roger Picard, Jeffrey Slavin, Rachel Wisler, Charles Marsella, James Pape, and Donald Charette Sr.

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Mayor Thomas G. Dunn; Linda Bruce, Municipal Finance Officer; Joseph Macary, Superintendent of Schools; Patricia Najarian, Board of Education Chairperson; several School Administrators and Board of Education Members; et al.

### **CORRESPONDENCE (ATTACHED):**

- 1. Letter dated July 26<sup>th</sup> from Town Attorney Brian Tynan Regarding Wolcott Public Schools Administrators' Contract** (Copy of a Letter dated March 22<sup>nd</sup> from Attorney Laura Anastasio to Pat Najarian and Arline Tansley Regarding Notice of Mediation & Arbitration, CT General Statute Section 10-153d., Copy of CT Supreme Court Case, and Administrators' Contract attached)
- 2. Memo dated July 27<sup>th</sup> from Chairman Valletta to Joseph Macary, Superintendent of Schools and Pat Najarian, Board of Education Chairperson, inviting them to appear at Town Council Special Meeting on July 31<sup>st</sup>**
- 3. Additional Letter dated July 31<sup>st</sup> from Town Attorney Brian Tynan Regarding Wolcott Public Schools Administrators' Contract 2013-2016**

### **CONSIDERATION & POSSIBLE ACTION ON SCHOOL ADMINISTRATORS' CONTRACT:**

At this time, Chairman Valletta entertained a motion to reject the contract based on the fact that it did not meet Connecticut General Statutes Section 10-153d.

A **MOTION** was offered by Gale Mastrofrancesco, seconded by Rachel Wisler, to **reject** the contract negotiated between the Board of Education and the Wolcott School Administrators based on the fact that Connecticut General Statutes

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Section 10-153 was not followed according to procedure and that they go back to the Board and start from scratch and follow the proper process.

Mr. Pape requested that the statute they are referring to be read into the record, at which time Vice-Chairman Mastrofrancesco proceeded to read the following into the record:

"Section 10-153d. Meeting between board of education and fiscal authority required. Duty to negotiate. Procedure if legislative body rejects contract. (a) Within thirty days prior to the date on which the local or regional board of education is to commence negotiations pursuant to this section, such board of education shall meet and confer with the board of finance in each town or city."

Vice-Chairman Mastrofrancesco then stated that it goes on to say the following:

"Such board of finance shall be permitted to be present during negotiations pursuant to this section and shall provide such fiscal information as may be requested by the Board of Education."

Chairman Valletta next stated that he would entertain any discussion at this time.

From the audience, Mr. Macary stated that he disagrees with the intent of the statute and that he disagrees that the Town Council wasn't informed about it. He indicated that formal negotiations did not take place and that's why there wasn't a letter sent to the Town Council. He noted that it was a Ground Rules Session that was set up and after the Ground Rules Session there was a discussion off the record. He stated that he spoke with Town Attorney Tynan today who agreed that a Ground Rules Meeting does not constitute negotiations.

Chairman Valletta stated that they reached a conclusion, which he is holding in his hand, and added that something was talked about; they discussed something. He stated that he cannot, in all good conscience as the Chairman of the Council, accept this.

### **\*Inaudible comments from the audience\***

Chairman Valletta replied and stated then if it goes to arbitration, they will have to take up a collection amongst themselves, because the Town is not going to pay for that. He commented that they have to follow all of the rules, not just the ones that they feel like following.

M. Pape stated that he disagrees with that statement and added that the Town has to pay. The last time the Town Council rejected the Administrators' Contract and it went to arbitration, it cost each side \$20,000.

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Chairman Valletta stated that he realizes that and noted that he was lone person who voted to not reject the contract at that time, and added that the proper procedure was also followed at that time; he has the letter right here that was sent to Mr. Wagner.

Mr. Pape commented that \$20,000 was spent and they still got the high end; 3%, 3%, and 3%.

From the audience, Mayor Dunn stated that it does not have to immediately go to arbitration. Mr. Pape said right, it goes to mediation first, but it never gets settled.

From the audience, Mr. Macary stated that with all due respect to the Mayor, that is incorrect, the statute is clear; after the rejection from the Town Council, by the 5<sup>th</sup> day, they have to start the arbitration process. That is in the statute.

Mayor Dunn stated that before the fifth day they have the opportunity to go back and mediate; it does not have to end up in arbitration....\*\*inaudible\*\*

Mr. Pape commented that he thinks this contract is a gift to the Town; to not go through negotiations, and asked if they knew how much the lawyers get paid. He stated that this contract has 2.3% raises; other contracts recently have been 3%. He stated that he made some comparisons to their current contract and noted that in the new one, there have been increases in many of the medical co-pays and proceeded to list them in detail.

Chairman Valletta commented that he is not saying that the nuts and bolts of the contract are wrong, but that the way they went about getting the contract to them is incorrect. As Chairman of the Council he cannot allow it to go any further; they can mediate and get together with Vice-Chairperson Mastrofrancesco. The Board of Education did not follow the proper steps of notification, and in turn, a Council member was not able to be present during negotiations or talks or whatever they would like to call it.

Vice-Chairman Mastrofrancesco advised that back in 2005, the previous Superintendent, Dr. Smyth, sent notification to the Council that they were going to start negotiations; he followed proper procedure. In July of 2009, a letter was sent to the Council advising that negotiations for the Administrators' contract would be commencing, and asking that a Council Member be present; proper procedure was followed. The same thing happened in July of 2010 for the Teachers' contract; a letter was sent stating that per statute they are giving notification to the Council of upcoming negotiations. In March of 2012, the State Department of Education sent a letter to the Board of Education indicating the

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proper procedure for negotiations, however, the Council never received notification from anyone. She stated that where they may disagree is how they are defining what negotiations are. When there is a discussion and both sides come up with an agreement, it is a negotiation. It was voted on by the Union, and by the Board of Education and it was signed by both parties. She indicated that she is not saying that the contents of the agreement are bad or that she disagrees with it; she has no information because they were not allowed into that process. By being closed out of that process, the Council was not allowed to do their duty to represent the taxpayers. They are elected to look at the finances of the Town, and they were eliminated from the process.

From the audience, Mr. Macary stated that with all due respect to the Town Council, they have every right to sit there, and they can say 0%, 0%, 0% until they're blue in the face, but no one has to listen to them, because per the statute, in the negotiation process **\*\*inaudible\*\***. In 2009, ... **\*\*inaudible\*\***

Vice-Chairman Mastrofrancesco stated the difference is that in 2009, proper procedure was followed and the Council was notified of the negotiation dates and invited in.

Lengthy discussion continued with respect to the definition of negotiations.

Vice-Chairman Mastrofrancesco stated that she is recommending that it start at the beginning; she believes that the deadline to commence negotiations is September 3<sup>rd</sup>.

From the audience, Mr. Macary stated that according to the state statutes, as soon as the Town Council rejects, the Board of Education has 5 days to enter into an arbitration process.

Vice-Chairman Mastrofrancesco asked if that is the case, then when or how does the Town Council get to follow procedure if they don't allow them to.

From the audience, Mr. Macary stated that the Town Council .... **\*\*inaudible\*\***

Vice-Chairman Mastrofrancesco stated that it is clear in the state statutes that they are to be notified prior to negotiations.

Chairman Valletta stated that they received the same letter from Town Attorney Tynan who spoke with a staff attorney at the State Department of Labor who advised that the parties can still contact a Mediator and mediate any ongoing disputes that they may have before a full arbitration is conducted. She further indicated that there is nothing preventing the parties from discussing and

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attempting to work out an agreement even before a Mediator becomes involved. Chairman Valletta then inquired why they can't do that.

Vice-Chairman Mastrofrancesco again stated that the statutes are clear; she wouldn't be doing her job if she allowed the state statutes to be violated. She added that she is only asking them to follow the proper process. She then inquired if it is not followed, then does this happen again next time, and asked when it ends.

From the audience, Mr. Macary stated that maybe they should take attendance of who was present at the Teachers' negotiations.

Vice-Chairman Mastrofrancesco stated that she was there.

Mr. Macary stated that when they settled at 4:00 a.m. there was no one present from the Town Council.

Vice-Chairman Mastrofrancesco stated that they were there until 11:00 p.m.

Mr. Macary stated not at 4:00 a.m. when it was solved.

Vice-Chairman Mastrofrancesco stated that they may not have been there until 4:00 a.m., but they knew what was going on; they were involved in the process.

From the audience, Kimberly Lumia, a Board of Education Member, stated that they settled that agreement at 4:00 a.m. and no one from the Council was there.

Vice-Chairman Mastrofrancesco commented that she was there until 11:00 p.m. and that this is irrelevant to the matter at hand.

**A roll call vote was taken and the foregoing motion *carried* as indicated below: (6 Yes; 3 No)**

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
Gale Mastrofrancesco	X		
Rachel Wisler	X		
Roger Picard	X		
Jeffrey Slavin	X		
Donald Charette	X		
Francis Masi		X	
Charles Marsella		X	
James Pape		X	
David Valletta	X		

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**ADJOURNMENT:**

Upon **MOTION**, by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **adjourn** the Special Meeting at 6:44 p.m.

**APPROVED:**

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Elizabeth Gaudiosi  
Commission Secretary

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David Valletta, Chairman  
**WOLCOTT TOWN COUNCIL**

**TYNAN & IANNONE**

*Attorneys at Law*

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July 31, 2012

Chairman David Valletta  
Wolcott Town Hall  
10 Kenea Avenue  
Wolcott, CT 06716

**RE: Wolcott Public Schools Administrator's Contract 2013-2016**

Dear Chairman Valletta and Members of the Wolcott Town Council:

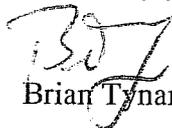
A question has been asked of me "What would happen IF the Town Council were to reject the Administrator's Contract for 2013-2016?" The copy of the Connecticut General Statutes Section that I had sent to your attention last week indicates in Section 10-153d(c) "If the legislative body rejects the Contract pursuant to the provisions of... this Section... the parties shall commence the Arbitration process... on the 5<sup>th</sup> day following the rejection". In other words IF the Town Council were to reject this it would trigger the Arbitration process itself.

I did speak with a staff Attorney at the Department of Labor on July 30, 2012. She did indicate that the parties can still contact a Mediator and mediate any ongoing disputes that they may have before a full Arbitration is conducted. She further indicated that there is nothing preventing the parties from discussing and attempting to work out an agreement even before a Mediator becomes involved.

I am not recommending acceptance or rejection of the Contract. I have discussed this matter with Superintendent Joseph Macary and I understand that he will be attending the meeting on Tuesday, July 31, 2012.

Thank you very much for your attention to this matter.

Very truly yours,

  
Brian Tynan

BT/an  
#6755

**TYNAN & IANNONE***Attorneys at Law*250 Wolcott Road  
Wolcott, Connecticut 06716-2634WILLIAM F. TYNAN  
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July 26, 2012

Chairman David Valetta  
Wolcott Town Hall  
10 Kenea Avenue  
Wolcott, CT 06716***Re: Wolcott Public Schools Administrator's Contract 2013-2016***

Dear Chairman Valetta and Members of the Wolcott Town Council:

Chairman Valetta has asked me to send this letter to your attention with the enclosures. Attached to this letter, please find a copy of the Connecticut General Statutes Sec. 10-153d. 153d.(a) states that "Within thirty days prior to the date on which the local or regional board of education is to commence negotiations pursuant to this section, such board of education shall meet and confer with the board of finance... ". That paragraph goes on to state that a member of the board of finance ... "shall be permitted to be present during negotiations...".

Attached, also please find a copy of the Connecticut Supreme Court's case of Madison Education Assn. v. Town of Madison, Et Al. The Connecticut Supreme Court held that the rejection of the contract more than thirty days after the agreement had been filed with the Town Clerk was invalid. In other words, the case holds that should the town council wish to reject an administrator's contract such as this, it must do so within thirty days of the contract being filed.

Attached, please find the actual contract executed on July 18, 2012 and received by the Town Clerk on July 19, 2012, along with a transmittal letter from the Wolcott Public School Superintendent Joseph Macary.

Thank you for your attention to this matter.

Very truly yours,

  
Brian TynanMI/plm  
Attachments

**Brian Tynan**

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**From:** Macary, Joe [JMacary@wolcottps.org]  
**Sent:** Friday, July 20, 2012 3:44 PM  
**To:** dval59@aol.com  
**Cc:** Brian Tynan; Patricia Najarian  
**Subject:** WPSAC Contract  
**Attachments:** doc04696720120720144238.pdf

Hello Mr. Valletta,

Great talking to you today. Thank you for your time and consideration. I also touched base with Brian as well.

Attached is the information you requested. If you have any questions, please let me know. Thanks, Joe M

Joseph Macary  
Superintendent of Schools  
Town of Wolcott, Connecticut  
Voice: 203-879-8183  
Fax: 203-879-8182

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7/20/2012



STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION



March 22, 2012

Patticia Najarian, Chairperson  
c/o Joseph McCary, Superintendent  
Wolcott Board of Education  
154 Center Street  
Wolcott, CT 06716

Arline Tansley, President  
Wolcott Public School Admin Council  
Tyrrell Middle School  
500 Todd Road  
Wolcott, CT 06716

**Re: Notice of Mediation and Arbitration**

Dear Ms. Najarian and Ms. Tansley:

Department of Education records indicate that you will be negotiating a collective bargaining contract during the upcoming year. Procedures for the conduct of negotiations and, if necessary, impasse resolution are found in Connecticut General Statutes §10-153a *et seq.* This letter is designed to provide the parties with information necessary to comply with statutory requirements. This is the only letter you will receive notifying you of the following timelines:

**Commence Date: September 3, 2012**

**Mediation Date: October 23, 2012**

**Arbitration Date: November 17, 2012**

**MEDIATION**

On your mediation date, you must report:

- A. The name of a mutually selected mediator;
- B. The mutually agreed upon date of the initial mediation session;
- C. The mutually agreed upon starting time of the initial mediation session; and,
- D. The mutually agreed upon location for the initial mediation session.

In order to expedite the scheduling process, parties should contact the designated mediator directly to determine his or her availability. If I am not informed by the above date of the mediator selected or of the fact that the parties reached a settlement, I will designate a mediator in accordance with my statutory authority. The names of State Department of Education mediators can be found on the Internet at [www.ct.gov/sde](http://www.ct.gov/sde) under the heading "Legal Affairs." Mediator per diem fee schedules and cancellation policies are on file with the Division of Legal and Governmental Affairs. They are available upon request.

**ARBITRATION**

The arbitration process will be instituted unless my office is informed that the parties have reached a contractual agreement. On or before the above date, report the name of the party arbitrator selected by each of you, or your mutual decision to utilize a single arbitrator. If either party fails to select their respective arbitrator or if neither party selects a party arbitrator, then I will designate an arbitrator in accordance with my statutory authority. Within five days of the above date, the

parties shall inform me of the name of the mutually selected impartial arbitrator. If I am not informed of the impartial arbitrator selected or of the fact that the parties reached a settlement, I will designate an impartial arbitrator in accordance with my statutory authority. The law requires the initial arbitration hearing to be held between the fifth and twelfth day, inclusive, following the selection of the impartial arbitrator.

The names of the State Department of Education arbitrators can be found on the Internet at [www.ct.gov/sde](http://www.ct.gov/sde) under the heading "Legal Affairs." **Please note: Arbitrator per diem fee schedules and cancellation policies are on file with the Division of Legal and Governmental Affairs.** They are available upon request.

### NOTIFICATION TO PARTIES

Connecticut General Statutes § 10-153f(c)(2) requires notice of the initial arbitration date to be sent to the board of education and representative organizations which are parties to the dispute and, if a three-member arbitration panel is selected or designated, to the other members of the panel. In addition, the statute requires that a copy of the notice also be sent registered mail, return receipt requested, to the fiscal authority having budgetary responsibility or charged with making appropriations for the school district. Our past practice has been to send all of these notices certified mail, return receipt requested. Henceforth, in order to reduce costs, we will only use certified mail, return receipt requested, to the fiscal authority as required by statute.

We want all parties who receive notices of initial arbitrations to be aware of this change in our practice.

### CONTACT

The parties shall be prepared to meet the above-noted statutory requirements. Please direct all inquiries and communications to me at the Division of Legal and Governmental Affairs, P.O. Box 2219, Hartford, CT 06145, telephone number (860) 713-6520.

Sincerely

/s/Laura L. Anastasio

Attorney Laura L. Anastasio  
Division of Legal and Governmental Affairs

LLA:jd

cc: Craig Meuser

## Connecticut Statutes

Connecticut Statutes

TITLE 10 EDUCATION AND CULTURE

CHAPTER 166 TEACHERS AND SUPERINTENDENTS

PART I TEACHERS

### **Sec. 10-153d. Meeting between board of education and fiscal authority required. Duty to negotiate. Procedure if legislative body rejects contract.**

(a) Within thirty days prior to the date on which the local or regional board of education is to commence negotiations pursuant to this section, such board of education shall meet and confer with the board of finance in each town or city having a board of finance, with the board of selectmen in each town having no board of finance and otherwise with the authority making appropriations therein. A member of such board of finance, such board of selectmen, or such other authority making appropriations, shall be permitted to be present during negotiations pursuant to this section and shall provide such fiscal information as may be requested by the board of education.

(b) The local or regional board of education and the organization designated or elected as the exclusive representative for the appropriate unit, through designated officials or their representatives, shall have the duty to negotiate with respect to salaries, hours and other conditions of employment about which either party wishes to negotiate. For purposes of this subsection and sections 10-153a, 10-153b and 10-153e to 10-153g, inclusive, (1) "hours" shall not include the length of the student school year, the scheduling of the student school year, the length of the student school day, the length and number of parent-teacher conferences and the scheduling of the student school day, except for the length and the scheduling of teacher lunch periods and teacher preparation periods and (2) "other conditions of employment" shall not include the establishment or provisions of any retirement incentive plan authorized by section 10-183jj. Such negotiations shall commence not less than two hundred ten days prior to the budget submission date. Any local board of education shall file forthwith a signed copy of any contract with the town clerk and with the Commissioner of Education. Any regional board of education shall file forthwith a signed copy of any such contract with the town clerk in each member town and with the Commissioner of Education. Upon receipt of a signed copy of such contract the clerk of such town shall give public notice of such filing. The terms of such contract shall be binding on the legislative body of the local or regional school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract. If a vote on such contract is petitioned for in accordance with the provisions of section 7-7, in order to reject such contract, a minimum number of those persons eligible to vote equal to fifteen per cent of the electors of such local or regional school district shall be required to participate in the voting and a majority of those voting shall be required to

reject. Any regional board of education shall call a district meeting to consider such contract within such thirty-day period if the chief executive officer of any member town so requests in writing within fifteen days of the receipt of the signed copy of the contract by the town clerk in such town. The body charged with making annual appropriations in any school district shall appropriate to the board of education whatever funds are required to implement the terms of any contract not rejected pursuant to this section. All organizations seeking to represent members of the teaching profession shall be accorded equal treatment with respect to access to teachers, principals, members of the board of education, records, mail boxes and school facilities and, in the absence of any recognition or certification as the exclusive representative as provided by section 10-153b, participation in discussions with respect to salaries, hours and other conditions of employment.

(c) If the legislative body rejects the contract pursuant to the provisions of subsection (b) of this section, the parties shall commence the arbitration process, in accordance with the provisions of subsection (c) of section 10-153f, on the fifth day next following the rejection which, for the purposes of this procedure, shall serve as the equivalent of the one hundred thirty-fifth day prior to the budget submission date, provided, if requested by either party, the parties shall mediate the contract dispute prior to the initial arbitration hearing. The parties shall meet with a mediator mutually selected by them, provided such parties shall inform the commissioner of the name of such mediator. If the parties are unable to mutually select a mediator, then the parties shall meet with the commissioner or the commissioner's agent or a mediator designated by said commissioner. Mediators shall be chosen from a panel of mediators selected by the State Board of Education or from outside such panel if mutually agreed by the parties. Such mediators shall receive a per diem fee determined on the basis of the prevailing rate for such services, and the parties shall share equally in the cost of such mediation. In any civil or criminal case, any proceeding preliminary thereto, or in any legislative or administrative proceeding, a mediator shall not disclose any confidential communication made to such mediator in the course of mediation unless the party making such communication waives such privilege. The parties shall provide such information as the commissioner may require. The commissioner may recommend a basis for settlement but such recommendations shall not be binding upon the parties.

(February, 1965, P.A. 298, S. 3; 1967, P.A. 752, S. 3; 1969, P.A. 811, S. 3; P.A. 73-391; P.A. 76-403, S. 4, 11; P.A. 77-614, S. 302, 610; P.A. 78-84; 78-218, S. 82; P.A. 83-72, S. 3, 9; P.A. 84-225; P.A. 87-250, S. 1, 11; P.A. 89-233, S. 2, 3; P.A. 90-230, S. 79, 101; P.A. 92-84, S. 4, 7; 92-170, S. 21, 26; P.A. 96-244, S. 14, 63.)

History: 1967 act substituted "town" for "local" boards of education and included provision for equal access to mailboxes and school facilities; 1969 act added detailed provisions re adoption and implementation of contracts; P.A. 73-391 required town clerk to give public notice of filing of contract; P.A. 76-403 inserted Subsec. (a) re role of municipal appropriation-making authority in negotiation process, made former provisions Subsec. (b) and included in Subsec. (b) requirement that negotiations commence at least 180 days before budget submission date and requirement that copies of contracts be filed with secretary of state board as well as with town clerk(s) and modified provision re equal access and right to participate in discussion so that all have right to equal access, and discussion participation right applies only where no exclusive representative has been designated, whereas previously equal access and discussion participation rights were allowed to all only when no exclusive representative was designated, deleting details of what is involved in duty to negotiate and prohibition of interference with employees by board of education or its representatives, agents etc.; P.A. 77-614 substituted commissioner of education

for secretary of the state board of education, effective January 1, 1979; P.A. 78-84 amended Subsec. (b) re required vote for rejection in petitioned vote on contract; P.A. 78-218 substituted "local" for "town" board of education and made technical corrections; P.A. 83-72 added Subsec. (c) concerning procedure to be followed if the legislative body rejects contract negotiated by board of education and exclusive bargaining representative; P.A. 84-225 changed minimum voter turnout from 15% of those eligible to vote to 15% of electors; P.A. 87-250 amended Subsec. (b) to provide that the parties have the duty to negotiate with respect to hours, and defined "hours"; P.A. 89-233 in Subsec. (b) added Subdiv. (1) designation and new Subdiv. (2) re establishment or provisions of retirement incentive plans as not included in "other conditions of employment"; P.A. 90-230 made technical change in Subsec. (b); P.A. 92-84 amended Subsec. (b) to require negotiations to commence not less than 240 days, rather than 180 days, prior to the budget submission date; P.A. 92-170 amended Subsec. (b) to change 240 days to 210 days and amended Subsec. (c) to change the eighty-fifth day to the one hundred thirty-fifth day, effective May 26, 1992, and applicable to arbitration proceedings commencing on or after that date; P.A. 96-244 made a technical change in Subsec. (b), deleting reference to Secs. 10-257b to 10-257e, inclusive, repealed elsewhere in the act, effective July 1, 1996.

See Sec. 10-153k re applicability of this section to incorporated or endowed high schools or academies.

Good faith negotiation mandatory. 162 Conn. 577. Communication by school board with teachers during negotiations, permissible. *Id.*, 578. Collective bargaining is a constitutional right. 164 Conn. 348. Cited. *Id.*, 426. Mandamus action to obtain interpretation of collective contract and payment of sums to individual teachers precluded by existence of adequate remedies at law. 167 Conn. 513. Cited. 174 Conn. 189. Nothing in statute which, in absence of express provision in contract, would guarantee teacher job security; board has discretion under section 10-151(b)(5) to eliminate positions and terminate teachers' contracts in order to implement a reduced budget. *Id.*, 522. Sections 10-153a — 10-153j include coverage of teachers employed in summer school programs. 177 Conn. 68. Cited. 184 Conn. 116. Cited. 186 Conn. 725. Cited. 190 Conn. 235. Cited. 200 Conn. 376. Teacher negotiation act cited. 201 Conn. 685; 205 Conn. 116; 206 Conn. 113. Cited. *Id.* Cited. 216 Conn. 253. Teachers negotiation act (TNA) cited. 217 Conn. 110. Teacher Negotiation Act (TNA) Sec. 10-153a et seq. cited. 234 Conn. 704; 239 Conn. 32.

Cited. 5 Conn. App 253. Teacher negotiations act cited. *Id.* Connecticut teacher negotiation act, Secs. 10-153a — 10-153n cited. 23 Conn. App 727. Teacher Negotiation Act (TNA) cited. 35 Conn. App 111.

Cited. 27 Conn. Sup 298. Equal treatment of all organizations is not permitted once defendant was certified as exclusive representative of New Haven board of education employees pursuant to section 10-153b. *Id.*, 422. Held, prior to 1969 amendment final decision as to teachers' salaries rested with ultimate budgetary control of board of finance and board of aldermen. 28 Conn. Sup 265. Obligation to negotiate in good faith, when. 30 Conn. Sup 63. Cited. 38 Conn. Sup 80.

Subsec. (b):

Cited. 202 Conn. 492.

Subsec. (c):

Cited. 202 Conn. 492.

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## Connecticut Appellate Decisions

MADISON EDUCATION ASSN. v. MADISON, 174 Conn. 189 (1978)

384 A.2d 361

MADISON EDUCATION ASSOCIATION v. TOWN OF

MADISON ET AL.

Supreme Court of Connecticut

HOUSE, C.J., LOISELLE, BOGDANSKI, LONGO and SPEZIALE, Js.

A special town meeting of the defendant town of Madison was held on June 3, 1976, to act on a proposed rejection of a collective bargaining agreement between the defendant Madison board of education and the plaintiff Madison education association. The agreement had been filed with the town clerk on May 6, 1976. At the June 3 meeting a machine vote on the agreement was scheduled for June 16. On that day the agreement was rejected. Since, contrary to statute (~~10-153d~~), the rejection took place more than thirty days after the agreement had been filed with the town clerk, the agreement was valid and enforceable.

Argued November 3, 1977

Decision released January 17, 1978

Action for a declaratory judgment to determine the validity of the rejection by the named defendant of a collective bargaining agreement between the plaintiff and the defendant board of education, and for other relief, brought to the Superior Court in New Haven County and tried to the court,  
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DeVita, J.; judgment declaring the agreement valid, from which the named defendant appealed to this court. No error.

Robert G. Oliver, with whom were Philip N. Costello, Jr., and Bruce H. Campbell, for the appellant (named defendant).

Martin A. Gould, for the appellee (plaintiff).

HOUSE, C.J.

This appeal was taken by the defendant town from a judgment of the Superior Court in New Haven County which declared that an agreement negotiated between the plaintiff education association and the Madison board of education was binding on the board and the town because the town failed to reject it within thirty days after a signed copy of the contract was filed with the town clerk.

The facts in the case are not in dispute and the basic issue is a relatively simple one. On May 6, 1976, a collective bargaining agreement between the Madison board of education and the Madison Education Association to be effective during the 1976-1977 school year was filed with the Madison town clerk. A warning of a special town meeting to act upon the agreement was issued and duly published and that meeting was held on June 3, 1976, to take action on proposed rejection of the agreement. At that meeting, a petition for a machine vote was presented and approved by vote of the meeting, the machine vote being set for June 16, 1976. On June 16, 1976, a machine vote was taken on the question of whether to reject the agreement and the motion to reject the agreement was carried. The defendants took the position that the agreement was, accordingly, rejected and unenforceable. The plaintiff

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association, however, maintained that since the vote to reject the agreement took place more than thirty days after the filing of the agreement, the attempted rejection was invalid and ineffective and the association was entitled to enforcement of the terms of the agreement. It brought the present declaratory judgment action in which the court sustained its position and it is from that judgment that the present appeal has been taken.

Despite the ingenious arguments advanced by counsel for the defendant town, we conclude that the question before the trial court and now before this court on appeal is a relatively simple one clearly answered by the explicit provisions of the governing statute - **10-153d** of the General Statutes as it was then in effect, revised to 1975.[fn1] This statute provided for collective bargaining between boards of education and teachers and the execution of a written contract incorporating the provisions of any agreement reached which the board of education should "file forthwith" with the town clerk. It then provided, in relevant part: "Upon receipt of a signed copy of such contract the clerk of such town shall give public notice of such filing. The terms of such contract shall be binding on the legislative body of the town . . . unless such body rejects such contract at a regular or special meeting called for such purpose within thirty days of the filing of the contract. . . . If the legislative body rejects such contract within such period, the parties shall renegotiate the terms of the contract in accordance with the procedure in this section." (Emphasis added.)

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We find no ambiguity in the statutory provisions. If a contract entered into under the provisions of **10-153d** as then in effect was duly filed with the town clerk (as it was in the present case), it became binding on the town legislative body "unless such body rejects such contract at a regular or special meeting called for such purpose within thirty days of the filing of the contract." In this case, the contract was filed on May 6, 1976, and the vote to reject it was not taken until June 16, 1976 - more than thirty days after the filing and not "within such

period." Since the town did not reject the agreement within thirty days after the filing, it was bound by the agreement. "If the language of the statute is clear and unambiguous, we cannot subject its meaning to modification by construction." *Colli v. Real Estate Commission*, **169 Conn. 445, 450, 364 A.2d 167**. As we stated in *Kulis v. Moll*, **172 Conn. 104, 110, 374 A.2d 133**, quoting from *United Aircraft Corporation v. Fusari*, **163 Conn. 401, 410, 311 A.2d 65**: "The statutory language in question is clear and describes a specifically delineated procedure which admits of no ambiguities. We cannot "search out some intent which we may believe the legislature actually had and give effect to it, . . . we are confined to the intention which is expressed in the words it has used." *Connecticut Light & Power Co. v. Walsh*, **134 Conn. 295, 301, 57 A.2d 128**."

The trial court properly concluded that "[s]aid contract for the school year 1976-1977 is binding on the defendants, Town of Madison, and the Board of Education of the Town of Madison because the defendant Town of Madison failed to reject it within said thirty days."

There is no error.

In this opinion the other judges concurred.

[fn1] Section **10-153d** of the General Statutes was later amended by 1976 Public Acts, No. 76-403.

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# Wolcott Public Schools

Superintendent of Schools  
Joseph P. Macary

154 CENTER STREET • WOLCOTT, CONNECTICUT 06716  
TELEPHONE (203) 879-8183 • FAX (203) 879-8182

Business Manager  
Todd W. Bendtsen, C.P.A.

Interim Assistant Superintendent  
Robert E. Eberle, Ed.D.



July 18, 2012

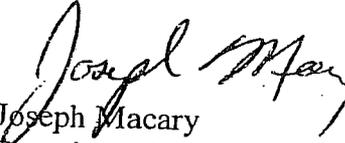
Mr. David Valetta  
Wolcott Town Council  
10 Kenea Drive  
Wolcott, CT 06716

Dear Chairman Valetta,

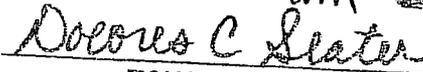
Attached is the approved collective bargaining agreement (CBA) between the Wolcott Public Schools Administrators' Council (WPSAC) and the Wolcott Board of Education. On July 16, 2012, the Wolcott Board of Education ratified this Collective Bargaining Agreement and the WPSAC Union ratified it on July 13, 2012.

Per state statute, I am transmitting this agreement to the Town Council, as the Fiscal Authority of the Town of Wolcott. If you have any question regarding this notification, or need more information, please contact me. Thank You.

Sincerely,

  
Joseph Macary  
Superintendent

**RECEIVED**  
7-19-12 11:00 am



TOWN CLERK  
WOLCOTT, CONN.

cc: Wolcott Board of Education

PROFESSIONAL AGREEMENT

between the

WOLCOTT BOARD OF EDUCATION

and the

WOLCOTT PUBLIC SCHOOL  
ADMINISTRATORS' COUNCIL

for the years

2013-2014

2014-2015

2015-2016

RECEIVED  
7-19-12 11<sup>00</sup>  
am

*Doreen C. Slater*

TOWN CLERK  
WOLCOTT, CONN.

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**ARTICLE I**  
**PREAMBLE**

- A. This Agreement is negotiated under Section 10-153a et seq. of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided.
- B. The Board and the Association recognize the importance of responsible participation by the entire administrative staff in the educational process, planning, development and growth. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.
- C. This Agreement shall constitute the Contract of the Board and the W.P.S.A.C. in the subject areas covered by the Agreement for the duration of the Agreement unless changed by mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the consultation procedure provided herein. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

**ARTICLE II**  
**RECOGNITION**

- A. The Board hereby recognizes the W.P.S.A.C. as the exclusive representative, as defined in Section 10-153a et seq. of the Connecticut General Statutes as amended, for the group of certified professional employees of the Board below the rank of Superintendent for the positions which require administrative/supervisory certification, e.g. Principal, Assistant Principals, the Director of Student Services, the Director Curriculum and Professional Development and Supervisor of Special Education.
- B. Unless otherwise indicated, the term "administrator" used hereinafter in this Agreement shall refer to all employees in the above unit.
- C. The Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Wolcott in accordance with the State Statutes concerning Boards of Education.

**ARTICLE III**  
**PROFESSIONAL RECOGNITION**

- A. The Board and the W.P.S.A.C. agree to negotiate in good faith, pursuant to Section 10-153a et seq. of the General Statutes as amended, in accordance with the procedure set forth therein, to secure a Successor Agreement relative to matters concerning salaries and other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all Administrators represented by W.P.S.A.C. and shall be reduced to writing and signed by the Board and the W.P.S.A.C.

**ARTICLE IV**  
**APPEAL PROCEDURE**

- A. Purpose - The purpose of this appeal procedure is to provide a means of resolving disagreements resulting from an alleged violation, misinterpretation or misapplication of a specific term of this Agreement. Such appeals shall be attended to expeditiously and at the lowest possible level of this procedure.
- B. Time Limits - Since it is important that appeals be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement, provided the agreement is in writing. Disagreements should be attended to expeditiously and at the lowest possible level. Failure to communicate within specified time limits will result in waiver of the appeal by the appellant(s).
- C. Informal Procedure - An administrator with a disagreement shall first discuss it with his/her immediate supervisor with the objective of resolving the matter informally. Such communication with his/her immediate supervisor shall take place within twenty (20) days of the time he/she knew of the action or condition which caused the disagreement.
- D. Formal Procedure -
1. Superintendent
    - a. All written appeals shall contain at least the following information:
      - (1) the name of the appellant(s)
      - (2) the date(s) on which the alleged act or condition occurred
      - (3) the specific paragraph of the Agreement which is alleged to have been violated, misinterpreted or misapplied.
      - (4) a specific description of the act or condition in issue
      - (5) the requested remedy
    - b. The written appeal must be submitted to the Superintendent and W.P.S.A.C. President within thirty (30) days from the time that the appellant knew of the act or condition which caused the disagreement.
    - c. Within ten (10) days of the receipt of the written appeal, the Superintendent shall meet with the administrator and W.P.S.A.C. President or his/her designee in an effort to resolve the problem.
    - d. Within ten (10) days of this meeting, the Superintendent shall render a written decision to the administrator and W.P.S.A.C. President.
  2. Board of Education
    - a. If the appeal is not satisfactorily resolved at the Superintendent level, or if no decision has been rendered within the specified time, the administrator, through the President of W.P.S.A.C., may request a hearing with the Board of Education. Such request shall be made in writing to the Chairman of the Board within ten (10) days of the formal appeal meeting with the Superintendent.

- b. The Board shall meet with the administrator and the President of W.P.S.A.C. or his/her designee within twenty (20) days of receipt of the written appeal in an effort to resolve the appeal.
- c. The Board shall render its decision in writing within ten (10) days of that meeting with copies sent to the appellant and the President of W.P.S.A.C.

3. Mediation

- a. If the appeal is not satisfactorily resolved at the Board level, or if no decision has been rendered within the specified time, the Board and the W.P.S.A.C. may mutually agree, within ten (10) days of the release of the decision of the Board, to appeal the matter to an independent mediator, chosen by the parties. If the Board and W.P.S.A.C. do not mutually agree to appeal the matter to mediation, it may be appealed to the American Arbitration Association in accordance with Section 4.

4. Arbitration

- a. If the appeal is not satisfactorily resolved at the Board level, or if no decision has been rendered within the specified time, the W.P.S.A.C. may appeal the matter to arbitration by notifying the Board and the American Arbitration Association. Such notification shall be made in writing to the Chairman of the Board and the American Arbitration Association within twenty (20) days of receipt of the decision of the Board, or within (20) twenty days from the last day within the specified time, if no decision is rendered by the Board, whichever is applicable.
- b. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator shall have no right to add to, delete from or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon both the Board and the Council.

E. Rights of Administrators to Representation

1. No reprisals of any kind shall be taken by either party or any member of the administration against any party in interest, or any other participant in the appeal procedure by reason of participation.
2. Representation at any level of the grievance procedure shall be limited to the grievant and/or an authorized Council representative, except that only the Council may present a grievance at Arbitration.

F. Miscellaneous

1. Proceedings shall be as informal and as confidential as appropriate at any level of the procedure.
2. News releases and other publicity must be agreed on by the Board and W.P.S.A.C. and appellant prior to release.

3. Failure by the Superintendent or the Board to submit a decision within the applicable time limit shall permit the appellant to proceed to the next level. Failure by the appellant to make written request for appeal to the next level shall constitute acceptance of the decision of the Superintendent or the Board.
4. All documents, communications and records dealing with the processing of an appeal shall be filed separately from the personnel files of the participant.
5. Forms for filing grievances, service notices, making reports and recommendations and other necessary documents shall be prepared by W.P.S.A.C., with the approval of the Superintendent, and made available through W.P.S.A.C. so as to facilitate operation of the appeal procedure.

#### **ARTICLE V** **EMPLOYMENT YEAR**

- A. Administrators employment year extends for a period of twelve calendar months. Vacation to be taken with the approval of the Superintendent of Schools.
- B. Designated Holidays  
Thirteen (13) legal holidays will be granted to all W.P.S.A.C. members except that administrative coverage of interscholastic games shall be provided in accordance with current and appropriate job description. The Board will schedule the holidays on or before the last day of the prior school year. If school must be held on a previously scheduled holiday, employees shall be given a "floating holiday" to be agreed upon with the Superintendent.
- C. An administrator shall work 225 work days per year from September 1 through August 31.

#### **ARTICLE VI** **WORK DAYS**

As professionals, administrators shall perform all necessary direct and collateral duties of their jobs. It is recognized that in the performance of such duties, hours may vary from those of the traditional day. On minimum school days, administrators may leave after all buses have completed their respective routes.

#### **ARTICLE VII** **TRANSFERS AND REASSIGNMENTS**

Transfers will be made by the Board upon recommendation of the Superintendent of the school system as determined by it and giving due consideration to:

- A. When involuntary transfers are necessary, qualification and length of service as an administrator in the Wolcott system will be considered in determining which administrator(s) is/are to be transferred. No involuntary transfer should be made without prior discussion involving the Superintendent and the administrator(s) concerned. Except in an emergency, such discussion should occur at least thirty (30) days prior to Board of Education approval.

- B. After notification of a transfer, the administrator involved may request a meeting with the Superintendent and his/her designee. In the event that an administrator objects to the transfer, an appeal may be made in writing to the Board of Education which shall conduct a proper hearing in executive session with the administrator and the Superintendent present, after which, the decision of the Board shall be final.

If the Administrator is involuntarily transferred or reassigned because of any change or reclassification by the Board, the administrator shall immediately be paid the salary called for in the new position as long as it does not result in a reduction in pay. If such action would result in a reduction in pay, the administrator shall continue to receive the salary of his/her previous administrative position for one year, or for the duration of the agreement, which is greater.

If the Administrator is transferred or reassigned on grounds of unsatisfactory performance in the former position, the administrator shall immediately be paid the salary called for in the position whether or not is a reduction.

- C. A list of open positions in other schools shall be made available to any administrator being transferred, and consideration will be given to filling such positions on the basis of qualifications, evaluations and length of service in the system.
- D. Administrators who desire to transfer to another building shall file a written statement of such desire with the Superintendent.
- E. Notice of transfer shall be given to the administrator within seven (7) days of Board approval.
- F. Administrator transfers shall be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, marital status or political affiliation.
- G. When temporary assignment (due to an emergency such as an extended illness) of a person in an administrative position exceeds forty (40) consecutive calendar days, said person shall receive a \$1,000 stipend on a pro rata basis for each additional day beyond 40 days in a temporary position.

#### **ARTICLE VIII** **PROMOTIONS**

- A. Positions, as used in this section, means any administrative position.
- B. Vacancies of position which are caused by death, retirement, discharge, resignation or by the new position shall be filled pursuant to the following procedures:
1. The existence of vacancies of position shall be publicized including a notice in every school (by posting or otherwise) as far in advance of the date of filling such vacancy as possible (usually thirty (30) days in advance and in no event less than two weeks in advance). In the case of summer promotional vacancies, notification shall be given by posting same in schools where summer programs are in session and by mail to each administrator who has provided a stamped, self-addressed envelope for this purpose.

2. Said notice of vacancy of position shall clearly set forth the salary range for the position.
3. Administrators who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent within the time limits specified in the notice.
4. All appointments to such positions shall be made without regard to sex, sexual orientation, race, creed, color, religion, nationality, marital status or political affiliation.
5. Vacancies may be filled by candidates from within and outside of the school system. All qualifications being equal, preference will be given to the candidates within the system with consideration given to seniority and evaluations in the system.
6. A job description for each promotional position shall be made available upon request.
7. A current member of W.P.S.A.C. who is promoted to a higher administrative position shall be placed on a step of the salary schedule that is at least \$1,000 higher than the employee's former salary. If a voluntary transfer to a lesser level position occurs, the salary of that administrator shall be at the highest step of that position even if it means a reduction in salary.

**ARTICLE IX**  
**ADMINISTRATOR PROTECTION**

- Section 1 Administrators shall immediately report to their immediate superior, and shall confirm in writing as soon as practicable, all cases of physical assault suffered by them in connection with their employment.
- Section 2 Such report shall be forwarded by the superior to the Superintendent of Schools, who shall then forward it to the Board of Education.
- Section 3 The Board of Education shall comply with any reasonable request from the administrator for information in its possession which relates to the incident or persons involved.
- Section 4 The Board shall comply with its legal responsibilities under Conn. Gen. Stat. § 10-235. In addition, if criminal proceedings are brought against an administrator, alleging that he/she committed an assault in connection with his/her employment, the Board shall be responsible for reimbursing the administrator for the cost of the reasonable attorney's fees associated with the administrator's defense of such criminal proceedings. Choice of counsel and timing of reimbursement payments will be subject to discussions between the charged administrator and the Board. However, if the administrator pleads or is found guilty to the original criminal charges, then the cost of legal counsel must be borne, and paid for in full, by the administrator.

Section 5 Whenever an administrator is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the administrator shall be paid his/her full salary for up to thirty (30) days. No part of this time shall be charged to the administrators' annual or accumulated sick leave. Following the first 30 days of leave, the administrator shall be allowed to exhaust his/her annual or accumulated sick leave in order to supplement his/her workers' compensation benefits. If the administrator has exhausted his/her sick leave and is still on workers' compensation leave, he/she shall be entitled to unpaid leave for six calendar months, which shall not be charged to the administrators' annual or accumulated sick leave.

Section 6 Any professionally related activity within the work day and any activity beyond the work day which is approved by the Superintendent shall be considered to be within the provisions of Section 10-235 of the Connecticut General Statutes, revision of 1958, as amended. This Section shall in no way be construed to limit the applicability of the provisions of the said Section 10-235 of the Connecticut General Statutes.

Section 7 The Board will comply with Conn. Gen. Stat. Section 10-236, as amended from time to time, with respect to assault protection for administrators.

#### **ARTICLE X** **SICK LEAVE**

An administrator shall be entitled to twenty-one (21) days of sick leave per year. Sick leave shall be accumulated to 210 days from year to year provided that the employee remains in the service of the Wolcott Board of Education. Sick leave accumulated while working as a teacher in the Wolcott Schools shall be credited toward the maximum accumulation of 210 days.

Administrators hired after June 30, 2002 shall be entitled to eighteen (18) days of sick leave per year. Sick leave shall be accumulated to 190 days from year to year provided that the employee remains in the service of the Wolcott Board of Education. Sick leave accumulated while working as a teacher in the Wolcott Schools shall be credited toward the maximum accumulation of 190 days.

#### **ARTICLE XI** **SEVERANCE PAY**

- A. Upon retirement of an administrator pursuant to retirement qualifications as specified in Sections 10-183f(a) of the General Statutes of the State of Connecticut and any subsequent revisions of said section, an administrator shall be paid the equivalent of thirty percent (30%) of the administrator's compensation (i.e. salary under the Salary Appendix, longevity stipend under Article XXX, if applicable, and stipend for Doctorate Degree, if applicable) which he/she was receiving at the time of his/her retirement provided such administrator has served professionally at least ten (10) consecutive years as an administrator in the Wolcott School System, or 15 years of certified service to the Wolcott Public Schools minimum with at least 5 years as an administrator prior to said retirement. Upon the death of an administrator while under contract to the Town of Wolcott, such administrator's estate shall receive thirty percent (30%) of the administrator's compensation at the time of retirement as defined above.

- B. Said severance payment, as well as any other retirement payout shall be paid by the Wolcott Board of Education into an administrator's 403(b), 457 or other approved account.
- C. Benefits under this Article will commence in the ensuing fiscal year provided the W.P.S.A.C. member notified the Board of his/her intention to retire on or before March 15th of the school year prior to retirement.

**ARTICLE XII**  
**PERSONAL LEAVES**

All administrators shall be entitled to leave of absence with full pay for the following reasons:

- A. Death in the Family (1) an absence not to exceed five (5) school days on account of death in the immediate family shall be allowed for each of the following cases with full pay: immediate family means husband, wife, father, mother, son, daughter, brother, sister. (2) an absence of not to exceed three (3) calendar days on account of death shall be allowed in each of the following cases with full pay: grandparents, grandchildren, mother-in-law, father-in-law. (3) An absence of one (1) day shall be allowed under this provision for the death of an aunt or uncle.
- B. Personal Reasons  
Administrators are entitled to be absent for bona fide personal reasons up to three (3) school days per year. Authorization of the Superintendent, or his/her designee, is required for administrators to be absent for personal reasons.  
  
Absence for personal reasons means that an administrator is confronted by circumstances beyond his/her control that compel his/her absence from work. Appointments and events that could reasonably be scheduled outside of the work day or school calendar are not just cause to require absence from work with full pay. Legal business, illness in the family, religious holy days, court appearances, and graduation or wedding of one's child are examples of bona fide personal day requests. Extending a school vacation calendar, and trips or excursions during the school year are examples of requests that do not qualify as bona fide personal day requests.  
  
Application shall be made in writing to the Superintendent or his/her designee at least forty-eight hours before the beginning date of the requested leave (except in the case of emergencies). Upon receipt of the request, the Superintendent or his/her designee will consider its contents and either grant or deny the request, basing his/her decision on the contents and the circumstances.
- C. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the administrator is entitled.
- D. For approved leaves of absence other than those covered by any portion of this Agreement, the rate of deduction, if any, shall be determined by the fraction of the individual administrator's work year.

**ARTICLE XIII**  
**SABBATICAL LEAVE**

Sabbatical Leave may be granted by the Board of Education, after approval of the Superintendent for approved research or study program, subject to the following conditions:

- A. No more than one (1) administrator shall be on leave at any one time.
- B. Request for Sabbatical Leave shall be received by the Superintendent in such form as may be requested by the Superintendent, no later than March 1 of the year preceding the school year for which the Sabbatical Leave is requested.
- C. An administrator receiving such leave shall retain all privileges and benefits, except for accumulating sick leave for the Sabbatical year, exactly as though the administrator was not on Sabbatical Leave.
- D. An administrator must have completed at least seven (7) full consecutive years in the Wolcott system. An administrator who has been granted a Sabbatical Leave must complete at least an additional seven (7) full consecutive years in the Wolcott School System before applying for another Sabbatical Leave.
- E. Administrators on Sabbatical Leave shall be paid at seventy-five percent (75%) of their annual salary rate, provided such pay, when added to any program grant, shall not exceed the administrator's full annual salary.
- F. The administrator shall agree to return to the Wolcott School System for two (2) full years. Upon such return, the administrator shall be placed on the appropriate step on the salary schedule as though such administrator had not been on leave.
- G. Basic salary paid administrators on sabbatical leave will be advanced upon a personal note, repayable within two years from completion of the agreed study period if the individual fails to return for the required two years. The note which the administrator shall execute shall include the obligation to pay the Board's reasonable attorneys fees in the event the administrator fails to return from sabbatical leave or leaves the Board's employ prior to the expiration of the required two year period. Such note shall be reduced on a pro-rata basis and shall be automatically canceled upon completion of the agreed term of post-study employment or upon permanent disability or death of the administrator. For example, ten (10) percent of a one-year obligation or five (5) percent of a two-year obligation will be canceled upon completion of each month of return service.

**ARTICLE XIV**  
**FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE**

An employee who is pregnant shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Such leave shall be treated the same as any other short-term disability, and shall be with pay to the extent of accumulated sick leave. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery.

**ARTICLE XV**  
**CONFERENCE LEAVE**

- A. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to administrators without loss of pay.
- B. The Board shall reimburse professional personnel for all reasonable expenses approved in advance while attending a convention or conference, or observing activities in another school system in accordance with the written request permission granted as stipulated in Section A. Travel shall be reimbursed at the rate of the lowest available transportation system. If this be travel by auto, the rate shall be the rate as set by the IRS per mile. Reimbursement shall be made at the next pay period provided invoices are submitted to the Office of the Superintendent of Schools five (5) days prior to said pay period.
- C. Such administrators will submit a written report about the activity to his/her immediate supervisor and to the Superintendent of Schools.

**ARTICLE XVI**  
**GENERAL LEAVE AND JURY DUTY**

- A. At the discretion of the Board, an administrator may be allowed leave, without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year.
- B. Other extended leaves, with or without salary, may be granted at the discretion of the Board.
- C. Any W.P.S.A.C. member who is called for jury duty shall receive the necessary leave to fulfill all legal obligations. W.P.S.A.C. members who are called to jury duty shall be granted the difference between jury duty pay and their regular salary and such jury duty is not chargeable against allotted vacation days and/or personal days.

**ARTICLE XVII**  
**STAFF REDUCTION AND RECALL PROCEDURE**

- A. In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:
  - 1. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative position if an opening exists in his/her classification for which he/she is certified.
  - 2. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of the administrator who has the least seniority in the classification of the displaced administrator. Seniority for the purposes of this article refers first to the length of administrative service in Wolcott; and, if necessary, to the length of service in Wolcott Public Schools, including teaching and administrative experience.

3. If there is no opening in the classification of the displaced administrator and the displaced administrator has the least seniority in his/her classification, he/she will be offered any vacant position in an administrative classification below the classification of the displaced administrator, for which he/she is certified and qualified, or in the absence of such a vacancy, he/she will be offered the position held by the least senior administrator in the next lowest classification over whom the displaced administrator has seniority.
  - a. If an administrator is relieved of his/her duties because of a reduction in force or an elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified, subject to law and the teachers' collective bargaining agreement.
  - b. If an administrator is relieved of his/her duties because of a reduction of staff or an elimination of position and employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teaching experiences both within and outside the school system, and shall retain all accumulated sick leave.
  - c. A displaced administrator who is employed in a lesser administrative position or as a teacher in Wolcott shall receive the difference between his/her prior salary as an administrator and his/her new salary as a teacher or administrator for a period of one year after displacement, as a severance payment.
4. Nothing in this reduction in force procedure shall require the promotion of an administrator, i.e. the assignment of an administrator to a higher classification, as set forth below in paragraph 5.
5. The classifications referred to in this Article are as follows, in descending order:
  - a. High School Principal
  - b. Middle School Principal
  - c. Elementary School Principal
  - d. Director of Student Services
  - e. Director of Curriculum and Professional Development
  - f. High School Assistant Principal
  - g. Middle School Assistant Principal
  - h. Supervisor of Special Education
- B. An administrator finding himself/herself a part of such a reduction and who has remained with the school district will fill the first administrative opening in a position for which he/she was reduced if such position becomes available within two years of the date said administrator was reduced. If an administrator so reduced is no longer employed in the school district, his/her name shall be placed upon a reappointment list and remain on such a list for two years, provided such administrator does not refuse a reappointment and provided such administrator applies in writing by registered mail for retention of his/her name on said list on or before June 1st of each year subsequent to his/her dismissal. Failure to file such application with the Superintendent of Schools as provided in this subsection shall automatically remove such administrator's name from

the reappointment list. Administrators on the reappointment list who qualify for vacancies shall be given prime consideration.

**ARTICLE XVIII**  
**ADMINISTRATORS' SALARIES**

- A. The salaries of all members covered by this Agreement are set forth in the Appendix which is attached hereto and made a part of this Agreement. Said salaries to be paid weekly.

**ARTICLE XIX**  
**DEGREE DEFINITIONS**

Master +30	The completion of thirty (30) graduate credits beyond the Master's degree earned at an accredited college or university and approved by the Superintendent of Schools.
Sixth Year	A second Master's degree or a 6th year certificate.
Doctorate	An earned Doctorate degree from an accredited college or university and approved by the Superintendent of Schools.

**ARTICLE XX**  
**PLACEMENT ON THE SALARY SCHEDULE**

Administrators entering the system shall be placed on the salary schedule, taking into consideration the following:

- A. Degree status as defined under "Degree Definitions" Article.
- B. The Board, at its discretion, may place new administrator hires at any step along the pay schedule.
- c. For approved administration begun on or before November 1st, a full year of credit may be given; and for approved administration begun before February 1st, but after November 1st, one-half (1/2) year credit may be given.

**ARTICLE XXI**  
**ALLOWANCES**

Travel allowance for all administrators shall be at the current IRS rate for approved travel.

Each Administrator shall receive a Cell Phone usage reimbursement of \$50 per month for communication needs.

**ARTICLE XXII**  
**PAYROLL DEDUCTIONS**

The Board and W.P.S.A.C. agree to use the Dues Authorization Card found in the Appendix for any national, state or local dues.

**ARTICLE XXIII**  
**BOARD POLICIES AND PROFESSIONAL AGREEMENT**

- A. The Board shall provide a statement of Board policy to each Principal and the Director of Student Services.
- B. The Board shall provide to each administrator a complete copy of the current contract and any Successor Agreement between the Wolcott Board of Education and W.P.S.A.C.

**ARTICLE XXIV**  
**RIGHT TO PRIVACY**

The private and personal life of an administrator is not within the appropriate concern of attention of the Board except as it may interfere with the administrator's responsibilities to and relationships with students and/or the school system.

**ARTICLE XXV**  
**AMENDMENT**

This Agreement shall not be altered, amended or changed except in writing, signed by both the Board and W.P.S.A.C., which amendment shall be appended hereto and become a part thereof.

**ARTICLE XXVI**  
**SEVERABILITY**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an Authority of established and competent legal jurisdiction, this provision shall cease to be part of this contract or any other contract; however, the balance and remainder of this Agreement shall remain in full force and effect.

**ARTICLE XXVII**  
**LONGEVITY**

The following longevity pay shall be given as a reward for years of accumulated service to the Town of Wolcott. These sums are annual amounts to be paid as follows:

Beginning 14 years of Service to 18 years of Service	\$825
Beginning 19 years of Service to 23 years of Service	\$975
Beginning 24 years of Service to 28 years of Service	\$1,125
Beginning 29 years of Service to end of Service	\$1,275

It is understood that the sums payable above are separate and distinct from the amounts called for under Article XX (Administrators' Salaries).

This benefit shall not be provided to any administrator hired after June 30, 2002.

**ARTICLE XXVIII**  
**ILLNESS OR DISABILITY**

A Wolcott administrator who has completed ten years of service in the Town of Wolcott (including teaching service) shall receive the following salary and/or benefits from the Wolcott Board of Education in the event of illness and/or disability. Said administrator shall receive such salary and/or benefits in the following manner.

- A. For a period of twelve months from the first date of such illness or disability, the administrator shall use accumulated sick leave until it is exhausted, at which time, the administrator shall receive seventy-five percent (75%) of his/her salary for the remainder of the twelve-month period. Upon exhaustion of sick leave accumulation or beginning of the thirteenth month up to and including the last date of the eighteenth month, the administrator will receive sixty percent (60%) of his/her full salary and full benefits.
- B. At the end of the eighteenth month, a review will be held by the Superintendent, the Board, the Administrator(s) and/or his/her representatives. Based on medical evidence, it will be determined if said administrator shall be placed on permanent disability beginning with the first date of the nineteenth month.
- C. An administrator placed on permanent disability shall apply for a disability pension from the State of Connecticut Teachers' Retirement System. If the administrator has been employed by the Board as an administrator for at least twelve (12) years, the retirement/disability benefit provided to said administrator from the Retirement Board shall be supplemented (augmented by the Wolcott Board of Education or its insurance carrier) so that the administrator's total retirement benefit shall equal sixty (60) percent of the administrator's salary at the time the administrator went on permanent disability.
- D. An administrator placed on permanent disability shall receive severance pay, in accordance with the conditions of Article XII of the contract.

**ARTICLE XXIX  
INSURANCE BENEFITS**

A. Health Insurance

The Board shall offer a PPO insurance plan and a HDHP insurance plan to eligible employees in this bargaining unit and their families.

The PPO plan shall include the following co-pay levels for certain medical procedures during the July 1, 2013 to June 30, 2016 time period:

Office visit	\$20	Allergy visit	\$25
Inpatient Hospital	\$200	Emergency Room	\$75
Urgent Care	\$75	Outpatient Surgery	\$150

The PPO plan shall include the following co-pay levels for prescription drugs during the July 1, 2013 to June 30, 2016 time period:

Public Sector 3 Tiered	\$10 generic	\$25 brand name	\$40 non-preferred	2x mail order co-pay	\$2,000 Cap
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Eligible administrators may choose to participate in one of the two health insurance plans offered by the Board.

A.(2) Anthem High Deductible Health Plan with a Health Savings Account.

Plan Feature	2013-2016
Annual deductibles	\$2,000 / \$4,000
In-network co-insurance	100%
Out of network co-insurance	80%/20%
In Network out of pocket maximums	\$2,000 / \$4,000
Out of Network out of pocket maximums	\$4,000/\$8,000
Preventative Care Rider	100%
Prescription Drugs	\$2,000 / \$4,000

The Board will contribute into a Health Savings Account (HSA) for each teacher selecting the HDHP plan at a level equal to 50% of the applicable deductible amount (\$1,000 for single and \$2,000 for two person and family). The Board's contributions will be deposited in equal amounts into HSA accounts on two occasions during the work year (September and January). The Board shall have no obligation to fund any portion of the HSA deductible amount for retired teachers or other individuals upon their separation from employment.

B. Insurance Premiums

The Board of Education shall contribute the following percentages towards the cost of individual and family coverage for current employee's health insurance benefits in the PPO plan offered by the Board:

2013-2014	80%
2014-2015	80%
2015-2016	80%

Participating members of the bargaining unit shall contribute the following percentages towards the cost of individual and family coverage for health insurance benefits in the PPO plan offered by the Board:

2013-2014	20%
2014-2015	20%
2015-2016	20%

Participating current administrators may have their premium cost contribution exacted through payroll deduction, subject to pertinent I.R.S. regulations for pre-tax treatment.

B (2). High Deductible Health Plan with H.S.A.

2013-2014	Board's contribution is 88.0%; Employee's contribution is 12.0%
2014-2015	Board's contribution is 86.0%; Employee's contribution is 14.0%
2015-2016	Board's contribution is 84.0%; Employee's contribution is 16.0%

C. Life Insurance

(1) The Board shall provide the following life insurance benefit to current employees: Term Life Insurance and Accidental At a rate of three times (3x) the Administrator's Death and Dismemberment Salary

(2) Upon retirement, administrators' life insurance shall be \$20,000 with said premium paid by the Board of Education.

D. Retiree Insurance

1. Any administrator who was hired prior to July 1, 2002, and who has completed twelve (12) years of administrative service to the Board, and who retires from the Wolcott School System pursuant to the retirement qualifications as set forth in Connecticut General Statutes Section 10-183f(a), and its successor, shall be eligible for the same health insurance benefits provided to active administrators and their dependents under the current and future contracts until Medicare age eligibility guidelines, or until the administrator dies, whichever occurs sooner. The retired administrator shall notify the Business Office of the Wolcott Public Schools annually if he/she desires to maintain health insurance coverage under the plan currently being provided to current administrators. The retired administrator shall pay the same premium contributions applied to active administrators.
2. Any administrator hired on or after July 1, 2002, who retires from the Wolcott School System pursuant to the retirement qualifications as set forth in Connecticut General Statutes Section 10-183f(a), and its successor, shall not be eligible for the above retiree medical insurance benefits unless he/she has completed twelve (12) years of administrative service to the Board.

3. Upon the attainment of Medicare age eligibility guidelines, retired administrators, who have met the above requirements of years of service and retirement under 10-183(f)a and its successor, may choose to participate in the Board's supplemental Medicare insurance plan. The retired administrator shall notify the Business Offices of the Wolcott Public Schools annually if he/she desires to participate in this benefit. The retired administrator shall contribute towards the annual cost of this supplemental Medicare benefit. The annual contribution percentage shall be identical to the contribution percentage paid by active employees at the time that the retired administrator participates in the supplemental benefit.

E. Death Benefits

The family of an administrator who dies while in service to the Wolcott Public Schools will receive thirty-nine (39) weeks of medical benefits at the Board's expense. Commencing with the fortieth week, the administrator's spouse and dependent children shall have the option of continuing in the group insurance programs, specified in the contract, at the spouse's expense.

F. Change of Insurance Carriers

Insurance carriers may be changed at any time providing that the overall level of benefits remain substantially equivalent. At least sixty (60) days prior to changing insurance carriers, the Board or its designee shall notify the Association in writing. Upon request, the parties shall meet to discuss the proposed change. Should the Association and the Board disagree that the changes proposed would provide substantially equivalent coverage; the disagreement shall be subject to impartial arbitration before a mutually agreeable member of the American Arbitration Association.

**ARTICLE XXX**  
**AGENCY FEES**

- A. Within thirty (30) days after employment or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the W.P.S.A.C. and execute an authorization permitting the deduction of association dues and assessments.
- B. Any member of the bargaining unit who has not joined the W.P.S.A.C. during such period, or having joined, has not remained a member shall immediately execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The W.P.S.A.C. shall be required to notify the school Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the W.P.S.A.C.
- C. The Board shall deduct the service fee from the salary of non-members of the W.P.S.A.C. bi-weekly and remit the same to the W.P.S.A.C. treasurer.

## APPENDIX A

<b>2012-2013 Salary*</b>							
<b>Schedule</b>							
Step	1	2	3	4	5	6	7
1	\$115,225	\$110,166	\$108,578	\$111,264	\$106,437	\$101,715	\$99,316
2	\$121,055	\$115,499	\$113,934	\$114,487	\$111,279	\$106,675	\$102,837
3	\$126,789	\$120,841	\$119,224	\$117,750	\$116,114	\$111,639	\$106,358
4	\$133,177	\$126,814	\$125,292	\$121,627	\$121,614	\$117,339	\$110,437

<b>2013-2014 Salary</b>							
<b>Schedule</b>							
Step	1	2	3	4	5	<u>2.3%</u> 6	<u>GW</u> 7
1	\$117,875	\$112,700	\$111,076	\$113,823	\$108,885	\$104,054	\$101,601
2	\$123,839	\$118,156	\$116,555	\$117,120	\$113,838	\$109,128	\$105,202
3	\$129,705	\$123,620	\$121,966	\$120,458	\$118,785	\$114,206	\$108,804
4	\$136,240	\$129,730	\$128,173	\$124,424	\$124,411	\$120,038	\$112,977

<b>2014-2015 Salary</b>							
<b>Schedule</b>							
Step	1	2	3	4	5	<u>2.3%</u> 6	<u>Total</u> 7
1	\$119,145	\$113,913	\$112,272	\$115,049	\$110,057	\$105,175	\$102,695
2	\$125,173	\$119,428	\$117,810	\$118,382	\$115,064	\$110,303	\$106,335
3	\$131,102	\$124,951	\$123,280	\$121,755	\$120,064	\$115,092	\$109,647
4	\$137,707	\$131,127	\$129,553	\$125,764	\$125,751	\$120,968	\$113,852

<b>2015-2016 Salary</b>							
<b>Schedule</b>							
Step	1	2	3	4	5	<u>2.3%</u> 6	<u>GW</u> 7
1	\$121,885	\$116,533	\$114,854	\$117,695	\$112,589	\$107,594	\$105,057
2	\$128,052	\$122,175	\$120,520	\$121,104	\$117,711	\$112,840	\$108,780
3	\$134,117	\$127,825	\$126,115	\$124,556	\$122,826	\$117,739	\$112,169
4	\$140,874	\$134,143	\$132,533	\$128,657	\$128,643	\$123,750	\$116,471

**\* Position Number Key:**

1. High School Principal
2. Middle School Principal
3. Elementary School Principal
4. Director of Student Services & Alternative Programs
5. H.S. Assistant Principals
6. Middle School Assistant Principal
7. Director of Curriculum & Professional Development  
Special Education Supervisor & Alternative Programs

For all administrators, step advancements will be as follows:

For the 2013-2014 School Year, there will not be a Step Advancement for Administrators

For the 2014-2015 School Year, there will be a Step Advancement for Administrators

For the 2015-2016 School Year, there will not be a Step Advancement for Administrators

## APPENDIX A-1

### Merit Pay conditions:

- A. The Board is authorized to award monetary stipends in recognition of merit at its sole discretion. Such stipends(s), if any, are to be over and above negotiated salary increases.
- B. Lump sum payment of the merit pay will be awarded upon completion of the annual performance evaluation of the administrator by the Superintendent or his/her designee. Said award shall be included toward teacher retirement.
- C. The amount of merit pay (reference A above) given an administrator will be recommended by the Superintendent or his/her designee and must be approved by the Board of Education.

APPENDIX B  
SIGNATURE BLOCK

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

BOARD OF EDUCATION

by *Pamela Najarain* 7/18/12  
Date

ASSOCIATION

by *Arlene Tansley* 7/18/12  
Date

BOARD OF EDUCATION

by *Joseph May* 7/18/2012  
Date

APPENDIX C

DUES AUTHORIZATION CARD

Name \_\_\_\_\_

Address \_\_\_\_\_

I hereby request and authorize the Wolcott Board of Education to deduct from my earnings and transmit to the Association an amount sufficient to provide for regular payment of membership dues as certified by such Association in equal monthly payments from September through December of each school year and for succeeding school years. I understand that the Board will discontinue such deductions for any school year if I notify the Board in writing to do so by September 15th of that year. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all of its officers from any liability therefore.

Date \_\_\_\_\_

Administrators' Signature \_\_\_\_\_

Wolcott Public School Administrators' Council  
Connecticut Education Association  
National Education Association

