

**THE WALLINGFORD BOARD OF  
EDUCATION**

**AND**

**THE WALLINGFORD EDUCATION  
ASSOCIATION**

**2015-2017**



**WALLINGFORD  
BOARD OF EDUCATION**

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Michael Votto, Board of Education  
Kathy Castelli, Board of Education  
Dr. Salvatore Menzo, Superintendent of Schools  
Ms. Cindy Lavalette, Asst. Superintendent for  
Personnel  
Rebecca Rudnick Santiago, Legal Counsel

**WALLINGFORD  
EDUCATION ASSOCIATION**

**NEGOTIATING TEAM**

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Kenneth Daly, Vice President, Chairperson  
Marty Deren, Uniserve Representative  
Maria Friess-Marcarelli, Vice President  
Vanessa Mather, Vice President  
Anne Varrone-Lederle, Corresponding  
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Christopher Foglio  
Melanie Montagnon

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## ARTICLE 1

### PREAMBLE

- 1:1** This Agreement entered into this first day of September 2015 by and between the Board of Education of Wallingford, Connecticut, hereinafter called the "Board", and the Wallingford Education Association, hereinafter called the "Association."
- 1:2** This document shall constitute an agreement between the Board and the Association in the subject areas covered by the Agreement for its duration unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing and signed by both parties. Previously adopted rules or regulations in conflict with this Agreement are superseded by this Agreement.
- 1:3** The Superintendent or his/her designee will consult with the Association President or his/her designee whenever a matter of contract interpretation exists. Said meeting is to be at the mutual convenience of both parties.
- 1:4** The Association has the right to bargain the impact, if any, of changes in the working conditions of positions in the bargaining unit.

## ARTICLE 2

### RECOGNITION

- 2:1** Pursuant to sections 10-153a through 10-153f of the Connecticut General Statutes, as amended, the Board recognizes the Association for the purposes of professional negotiations as the exclusive representative of the teachers in the Wallingford school system.
- 2:2** The Association agrees to represent equally all teachers in the bargaining unit regardless as to membership in the Association, activities of the Association or the lack thereof, or any other association or the lack thereof.
- 2:3** In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. If a DSAP holder becomes certified as a teacher and is retained by the Board as an employee after receiving such certification, then the individual shall be credited with seniority and length of service for all purposed under this Agreement, as of the first date of employment by the Board as a certified teacher.

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.

DSAP holders shall have no bumping rights or recall rights under this Agreement as provided in section 6:1.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURES**

**3:1** The Association and the Board are agreed on the desirability of settling such grievances at the lowest possible level and as informally and confidentially as possible. The following procedure is by no means intended to prevent or discourage any teacher from calling to the attention of his/her principal or immediate supervisor any condition, which he/she feels, requires administrative action.

**3:2 Definition of Grievance**

The definition of a grievance shall be interpreted as a claimed misapplication or misinterpretation of a specific provision(s) of this Agreement. Evaluations which do not follow the prescribed procedures as established in the evaluation instrument shall be subject to the grievance procedure to the extent that the laws of Connecticut allow. Whether a grievance involves a member or several members of the bargaining unit, the grievant(s) shall be represented by the Association. The grievance shall be in writing, giving a short statement, which identifies the article and section of the contract which is misapplied or misinterpreted, a short statement of the facts of the grievance and must be filed with the immediate supervisor within thirty (30) days of the act upon which the complaint is based.

**3:3 Grievance Procedure**

**3:3.1 Step 1 – Building Level**

Within five (5) days of the filing of the grievance, the aggrieved member of the unit and the chairperson of the Association's Grievance Committee shall meet with the principal or immediate supervisor in an effort to resolve the grievance. The Principal shall render his/her decision in writing to the grievant and the Association within five (5) days of said meeting.

**3:3.2 Step 2 – Superintendent Level**

If the aggrieved person and the Association desire to continue the grievance into the next step, the chairperson of the Association's Grievance Committee shall

refer the grievance to the Superintendent or his/her designee within five (5) days of the receipt of the Principal's decision. The Superintendent or his/her designee shall meet with the aggrieved person, the principal or supervisor and a representative of the Association's Grievance committee with five (5) days of receipt of the grievance from the chairperson of the Association's Grievance Committee. The Superintendent or his/her designee shall render his/her decision in writing to the grievant and the Association within five (5) days of said meeting.

### 3:3.3 Step 3 – Board Level

If the aggrieved person and the Association desire to continue the grievance into the next step, the Association's Grievance Committee shall refer the grievance to the Chairperson of the Board of Education within five (5) days after receipt of the Superintendent's or his/her designee's decision, and a copy of the letter to the Chairperson shall be filed with the Superintendent or his/her designee. The Board shall grant a hearing to the grievant to be held within ten (10) days after receipt of the letter. A decision shall be made by the Board in writing and a copy of the letter shall be sent to the grievant and to the chairperson of the Association's Grievance Committee within five (5) days of the hearing.

### 3:3.4 Step 4 – Arbitration Level

If the Association is not satisfied with the decision of the Board, or if no decision is rendered within five (5) days after the hearing by the Board, the Association may file a request for arbitration in writing to the Superintendent or his/her designee within five (5) days in accordance with section 3:3.5 below.

3:3.5 The selection of an arbitrator shall be made jointly by the Association and the Board within five (5) days. If no agreement can be reached on a mutually acceptance arbitrator, the selection shall then be made from a list in accordance with the rules and regulations of the American Arbitration Association at that time. The arbitrator so selected shall then take such steps, as he/she deems appropriate to acquaint himself/herself with the grievance and shall render a decision in writing. The arbitrator shall have no authority to add to, subtract from or modify in any way the terms in this Agreement. He/she shall specifically be precluded from applying statutory law or rendering a decision which is an infringement of the Board of Education's statutory responsibility or which requires the commission of an illegal act.

3:3.6 The cost of arbitrator shall be borne equally by the parties. The decision of this arbitrator shall be final and binding upon the parties.

## **3:4 Miscellaneous**

### **3:4.1 Waiver of Grievance**

The time limits expressed herein are deemed essential to the orderly process of the grievance; the time limits may be extended provided both parties are agreeable with the exception of the filing day for the initial date of the grievance.



If at any point in the procedure the grievant fails to file any required form within the allotted time limit, the grievance shall be considered waived.

- 3:4.2 The Board and the Association reserve the right to act through professional representatives throughout the formal phase of the grievance procedure.
- 3:4.3 Throughout the grievance procedure, the word "days" shall be construed to mean school days, except during the summer when the word "days" shall be construed to mean any day in which the Board of Education is open for business.

## **ARTICLE 4**

### **EMPLOYMENT YEAR**

#### **4:1 Teacher Employment Year**

- 4:1.1 The scheduled work year of teachers covered by the Classroom Teacher's Salary Schedule (other than new personnel and others who may be required to attend preschool orientation sessions) shall begin no earlier than the last Thursday of August but shall in no event be more than one-hundred-eighty-nine (189) days of work.
- 4:1.2 All days that are not in the student calendar except for the normal teacher opening day preceding the student school year, will be in-service, training, curriculum type days or for school closing. The last day of school will be a 2-hour early release day for all schools.
- 4:1.3 All certified personnel required to perform additional services beyond the teacher's employment year, with the exceptions of positions described in Appendix C, shall be paid at the per diem pro rata amount of the annual base salary.

#### **4:2 Summer Curriculum Work**

The Board shall establish a flat-rate compensation for special curriculum development programs conducted during the summer months outside of the regular academic year. Such programs and their rate of compensation shall be posted in each school building office, and a copy of such posting shall be sent to the President of the Association simultaneous with said posting. Participation in such programs shall be voluntary. However, the Board reserves the right to select from all applicants the most qualified. In the event that there is no qualified applicant from within the system, then the Board may hire from without the school system, but in no event shall the Board pay a sum greater than that posted for the position.

#### **4:3 Teacher Work Day - Impact Statement**

If the school day is lengthened beyond the hours in effect during the 2014-15 school year, the Board of Education shall compensate the members of the bargaining unit affected at a rate of compensation based upon a prorating of their annual salaries equal to the percentage of the time the school day is extended.

## ARTICLE 5

### ASSIGNMENTS – TRANSFERS – VACANCIES

#### 5:1 Definitions

Assignment – The placement of a teacher to a position for which the teacher is certified.

Transfer – Placement in a different certification area, level (elementary, middle, high, systemwide), or school for reasons other than displacement.

Vacancy – A contracted teaching position (half to full time) or administrative position in the Table of Organization, which it is the intention of the administration to fill. Vacancies for the following school year shall be posted via email to the professional staff from November 1<sup>st</sup> through July 31<sup>st</sup> of each school year.

Seniority – Continuous service in the Wallingford School System which commences from the actual date when teaching services are performed under contract from which the period of service is continuous. Prior full-time teaching service in Wallingford and/or degree status shall be used to determine seniority placement only when two or more teachers have the same seniority. Approved leaves of absence shall not constitute a break in service. Credit, however, will not be given for that period while on unpaid leave.

**5:2** The assignment and transfer of teachers within the school system is the responsibility of the Superintendent of Schools or his/her designee. In the determination of assignments and transfers of teachers, first consideration shall be the best interests of the students of Wallingford and the most effective utilization of existing staff as determined by the Superintendent. Requests from teachers will be honored to the extent that the individual request does not conflict with the best interests of the educational program of the Wallingford school system. In the event that the effectiveness of the educational program will not be affected, either by reassignment or transfer of any of the prospective applicants, first consideration shall be given to the staff within the system on the basis of seniority. Additional preference shall be given to those teachers substantially equal in qualifications who request a voluntary transfer and who have been displaced due to position elimination for the eighteen (18) calendar months subsequent to their formal displacement.

**5:3** Requests for reassignment within a building or transfer must be made directly to the Assistant Superintendent of Personnel in writing or by email no later than April 1 preceding the year of the desired reassignment. Requests for reassignment or transfer to a vacancy must be made directly to the Assistant Superintendent of Personnel within three (3) calendar days of the publication of the vacancy. Copies of all such requests will be available to the WEA President on request.

**5:4** Teachers shall be notified of their programs for the coming school year, including the schools to which they shall be assigned and the grades and/or subjects they will teach by June 1, if possible, or within a reasonable period of time.

**5:5** In arranging schedules for those teachers assigned to more than one school, every effort will be made to limit the amount of inter-school travel and to limit the number of classes. Such teachers shall be notified of any changes in their schedules as soon as possible.

**5:6 Mileage**

Teachers who are required to provide their own transportation for inter-school assignments shall be paid using the IRS allowable rate per mile. Each September, the rate from the prior IRS calendar year will become the rate used for the school year. Requests for payment must be submitted to the Board for payment within 30 days from the time the charge is incurred. In no event will requests for payment of May expenses or estimates of June expenses be accepted later than June 8th.

**5:7 Vacant and Newly Created Positions**

The Association President will be notified of vacancies and newly created positions within the school system by email. If applicable, the opening and closing dates for applications are to be included in this notice.

**5:8** The following criteria apply for qualification and will be required with respect to positions involving the teaching of talented and gifted students:

1. certification in the appropriate grade level for the position; early childhood, elementary, middle grades or secondary academic; and
2. certification in the appropriate academic subject area for the position, including any special subjects, fields, instructional areas, applied curriculum and technology subjects, occupational subjects or trade related subjects; and
3. previous experience in the teaching of talented and gifted students which is directly relevant to the specific position or six (6) credits in the talented and gifted instructional area directly relevant to the position, as determined by the Superintendent of Schools or his/her designee.

Teachers shall have until the commencement of the applicable employment year to fulfill the above stated criteria for qualification to a specific position.

## ARTICLE 6

### REDUCTION IN FORCE

**6:1** Teachers holding Durational Shortage Area Permits (DSAP) shall not be subject to this provision, except for those certified members of the bargaining unit who are requested by the Board to teach under a DSAP. In such case their teaching service under the DSAP shall be credited toward seniority and be applicable under this section.

**6:2** If a position is eliminated, the staff person that is displaced in the teaching area being reduced shall be the one with the least system wide seniority. Teaching area at the elementary level shall be defined as a grade level position or special teaching area. At the middle and high school level, teaching area shall be defined as a teaching position for which specific certification is required.

**6:3** Displaced teachers shall have first choice, in accordance with their system wide seniority, of all vacant positions for which they are certified. Such teachers shall have priority over all other transfer requests.

If  $\frac{1}{2}$  of any position is eliminated, the most senior teacher stays even if that person is in the  $\frac{1}{2}$  position, but the teacher in the  $\frac{1}{2}$  time position must accept a full-time position.

**6:4** In the event that a vacancy does not exist to which the displaced teacher may be appointed, and there is staff with less system wide seniority in the certification area of the displaced teacher, then the least senior teacher shall be displaced by the more senior staff member. However, if the least senior teacher in the area of certification occupies less than a full-time position, then the displaced full-time teacher has the option of displacing the least senior full-time position in the area of certification.

**6:5** Teachers who must change assignments because of a reduction in staff, will be placed in accordance with their system wide seniority and certification or to be treated as a displaced teacher under the provisions of section 6:3.

#### **6:6 Recall List**

**6:6.1** The name of any teacher who has been laid off because of the elimination of a position or a reduction of professional staff shall be placed upon a recall list in accordance with his/her seniority rights and remain on such list for twelve (12) months, provided such teacher does not refuse a reappointment for which he/she is certified, except that any displaced full-time teacher required to accept a less than full-time position has first preference in accordance with his/her seniority for available full-time openings for a twenty-four (24) month period.

6:6.2 Any teacher on the recall list shall receive a written offer of reappointment. The teacher shall accept or reject the appointment in writing within twenty-four (24) hours. If he/she accepts the appointment, he/she shall receive a written contract prior to the effective date of reemployment.

6:6.3 Recall of teachers will be based on their reverse position on the recall list, i.e., the most senior teachers shall be recalled first to positions for which they are certified to teach.

6:6.4 No new teacher shall be hired in a subject area or grade level until all laid-off teachers from that subject area or grade level have been recalled or decline the opening.

6:6.5 No new teachers shall be hired in a subject area or grade level before teachers who are laid off from other subject areas or grade levels, and who possess the necessary certification are recalled or decline the opening.

6:6.6 The separation of a teacher pursuant to this procedure will not affect any fringe benefits earned and/or accumulated or benefits to be earned and/or accumulated when reemployed, with the exception of salary schedule increments and years of service as applied to teachers' retirement. In the event of recall, the teacher shall be placed in the salary schedule at the step level he/she would have attained at the time of separation.

6:6.7 Teachers placed on the recall list shall not be considered to have their service interrupted for the purpose of seniority rights. Credit, however, will not be given for that period while on the recall list.

6:6.8 All administrators employed by the Wallingford Board of Education who are covered by the provisions of the Teacher Fair Dismissal (Tenure) Law and who are laid off from work due to a reduction in administrative staff shall be eligible to displace a teacher in accordance with provisions of this Article.

6:6.9 It is understood that the termination and non-renewal of a certified teacher contract is subject exclusively to Connecticut General Statutes §10-151 and shall not be the subject of a grievance procedure in the collective bargaining agreement between the parties. The procedures therein provide the exclusive method for challenging a separation from employment. Therefore, no grievance may be filed or submitted to an arbitrator. However, the parties agree that, in the event of a challenged dismissal under this Article, the provisions of this contract can and should be submitted to the Board, an impartial hearing panel or a court, as appropriate. Should legislation be passed with respect to teacher terminations, then this agreement shall be renegotiated at the request of either party.

## ARTICLE 7

### LEAVES

#### 7.1 Sick Leave

7:1.1 Each professional employee certified by the State Board of Education and employed by the Board of Education of Wallingford shall be entitled to fifteen (15) days of sick leave with full pay each year. Unused sick leave shall be accumulated from year to year up to a maximum of 180 days as long as the employee remains continuously in the service of the Wallingford Board of Education.

7:1.2 Illness may be reviewed by the School Health Department and the administration at any time. In reviewing illness on the part of a teacher, the Board may require the teacher to have a medical examination. If the teacher elects to use the Board recommended physician, then such expenses shall be borne by the Board. In the event the teacher wishes to be examined by a physician of his/her choice, then payment to the physician shall be made by the teacher. A copy of the results of said examination is to be provided to the Board of Education.

7:1.3 Teachers shall be notified in writing of their accumulated sick leave in June.

#### 7:2 Short Term Leaves

##### 7:2.1 Leave for Death in the Family

Teachers may be absent five (5) days with pay in any one (1) year in case of -death of a member of their immediate family.

Immediate family shall be construed to mean father, father-in-law, mother, mother-in-law, grandparents, grandchild, sister, brother, wife, son, daughter, husband, or any relation who is domiciled in the employee's household.

Teachers may be absent for two of the five allowed days with pay in any one year for the death of a member of the extended family which shall be construed to mean brother-in-law, sister-in-law, aunt, uncle

The total paid in any one year for all of the foregoing reasons shall not exceed five (5) days. This will not be deducted from the teacher's accumulated sick leave.

##### 7:2.2 Leave for Illness in the Immediate Family

Teachers may be absent five (5) days with pay in any one (1) year in case of serious illness, hospitalization of a member of their immediate family.

Immediate family shall be construed to mean wife, husband, son, daughter, mother, father, or any relation who is domiciled in the employee's household.

The total paid in any one year for all of the foregoing reasons shall not exceed five (5) days. This will be deducted from the teacher's accumulated sick leave.

7:2.3 Additional leave for Articles 7:2.1 and 7:2.2 may be granted at the discretion of the Superintendent or his/her designee. These additional days will be deducted from accumulated sick leave.

7:2.4 Each teacher shall be entitled to two (2) days' leave in an academic year for personal or business requirements, which cannot be conducted except during scheduled working hours. Application for such leave shall include a general statement of reason and shall be forwarded directly to the Assistant Superintendent in charge of personnel. It is specifically understood that personal days shall not be granted during the first week of school, the last week of school, on the day preceding holidays or vacation, or on the day succeeding a holiday or vacation, except the Assistant Superintendent for Personnel may grant leave for important events that are not planned by the teacher and require the teacher's attendance, such as weddings for immediate family or where the teacher is part of the wedding party, graduations, required parental attendance at college orientation events that cannot be rescheduled or in case of an emergency. Furthermore, personal leaves under this section will not be granted during scheduled staff development days except the Assistant Superintendent for Personnel may grant leave for events that are not planned by the teacher and require the teacher's attendance or in an emergency.

7:2.5 **Religious Observances**

Teachers absent because of obligatory religious observances may be absent without payroll deduction. These days will not be deducted from cumulative sick leave.

7:2.6 **Visiting days - Conventions - Professional Duties**

Absence for visiting days, attendance at conventions and professional duties, when approved by the Superintendent, shall be allowed with full pay and without deduction from the teacher's cumulative allowance.

7:2.7 **Jury Duty**

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee. The teacher shall provide the Assistant Superintendent for Personnel with evidence of attendance at jury duty and documentation of any jury fee received.

7:2.8 **Reserve Corps Training**

During the participation in military reserve corps training during the school year, the teacher shall receive the difference between his/her normal teaching salary and the military pay for the usual two (2) week training period when

his/her unit is ordered to report, provided the Board receives written notification of the assignment to such training at least two (2) weeks from the time notice is given to the teacher that he/she has to report.

**7:2.9 Military Leave**

Staff members engaged in military duty shall be granted such rights as are guaranteed by state and federal legislation.

**7:3 Long Term Leaves**

7:3.1 For good cause and with the specific recommendation of the superintendent, a professional staff member may be granted a leave at the discretion of the Board. Requests for child rearing leave may be made pursuant to this section. Teachers on approved child rearing leave, shall be responsible for the full cost of insurance benefits, subsequent to the exhaustion of FMLA leave.

The duration of the leave shall be established at the time it is granted. Notification of request to return shall be made to the Superintendent in writing by March 1 prior to the date of the expected return, notification of intent to return shall be given or agreed upon between the teacher and the Board at the time the leave is approved.

7:3.2 The Superintendent or his/her designee shall discuss all requests for leave under this section on a case-by-case basis with the teacher requesting leave in order to best meet the needs of both the teacher and the school system.

7:3.3 Medical insurance coverage for a teacher on a long-term leave will be available at the same level as for fully covered teachers in the Wallingford school system as set forth in this contract, provided that the teacher electing to continue said medical plans of insurance makes the payment of necessary premiums at least thirty (30) days in advance of the date upon which the Board is required to submit payment to the carrier to the Board of Education Business Office either in person or by certified mail. Such payment shall be made on a per diem basis while on leave.

7:3.4 Teachers on long-term leave, in the event they return to the Wallingford school system, shall receive accumulated sick leave status in effect at the time of their departure and, if vacant, shall receive the same position or a similar one prior to the inception of the leave. It shall be understood that there is no guarantee of a position. If no such position then exists or is available, the teacher shall be treated as a displaced teacher and his/her recall rights shall be governed by the provisions set forth under Article 6 Reduction In Force.

**7:4 Family Medical Leave**

7:4.1 The Board shall permit eligible employees to take leaves of absence pursuant to the terms and conditions of the Federal Family Medical Leave Act, as it may be amended from time to time.

7:4.2 Accumulated sick leave to which a teacher taking leave for serious health



condition is entitled shall be substituted for any part of the twelve-week period of leave. For example, a teacher with thirty (30) accumulated sick days (six workweeks) must use those thirty days and then would be eligible for six weeks' unpaid leave beyond the thirty days.

- 7:4.3 The teacher during the period of such leave shall continue to receive health insurance coverage on the same terms as if he/she had continued to work. Appropriate arrangements will be made for the teacher to pay on a timely basis his/her share of the health insurance premiums while on leave. As provided by law, in some instances the Board may recover the premiums it paid to maintain health coverage for the teacher who fails to return to work from this leave.

## **7:5 Maternity Disability Leave**

Maternity disability leave shall be treated as any other disability leave. For eligible teachers, such leave shall be subject to the provisions of the Federal Family Medical Leave Act as it may be amended from time to time. Accumulated sick leave shall be substituted for any documented period of disability that occurs during the FMLA leave.

## **7:6 Sabbatical Leaves**

### **7:6.1 Purpose**

Sabbatical leaves may be granted by the Board for purposes mutually beneficial to the Wallingford school system and the teacher. It is understood that the Board reserves the right to determine whether any sabbaticals will be given in any year.

### **7:6.2 Eligibility**

Teachers with six (6) or more years of service in the Wallingford school system plus a master's degree may be granted a sabbatical leave for a full year or less for purposes of approved study, travel or planned program of professional activity. Teachers with professional certificates and six (6) years of service in Wallingford may also be eligible.

### **7:6.3 Selection of Candidates**

All candidates for sabbatical leave are required to apply in writing to the Superintendent of Schools six (6) months or more before the beginning of the proposed leave. Applicants must set forth purposes for which leave is requested and procedure for accomplishing same. Candidates will be selected by a committee of three (3), including (1) either the Superintendent of Schools or his/her designee, (2) either a principal, director, supervisor or coordinator nominated by Superintendent, and (3) a member of the Board of Education selected by the Chairperson of the Board of Education.

**7:6.4 Compensation While on Sabbatical Leave**

Compensation for sabbatical shall be granted at seventy-five percent (75%) of the salary covering the period of such leave. Payment is to be based on the salary guide in existence at the time of leave.

**7:6.5 Future Service Requirement**

A teacher granted sabbatical leave is required to serve in Wallingford for two (2) years for a full year of leave granted to him/her, or a proportionate amount of time depending on the lesser amount of leave granted. He/she must submit a signed agreement to refund to the Board of Education the amount paid him/her while on leave if he/she does not fulfill this obligation. If the teacher continues in the Wallingford school system only one (1) year after his/her return, and is obligated for a period of two (2) years, one-half (1/2) of the compensation paid him/her shall be returned to the Board of Education.

Any portion or all of this requirement may be waived by the Board of Education in the event of serious illness or accident to the employee.

**7:6.6 Insurance Provisions While on Sabbatical Leave**

Insurance coverage for teachers on leave will be maintained at the same level as for fully covered teachers in the Wallingford school system whenever such coverage is not in conflict with the terms of the group policy.

**7:6.7 Report Following Termination of Leave**

The returning teacher shall file a report within a reasonable time of termination of leave. This shall include a transcript of credits earned or a written report describing and evaluating the activities for which sabbatical was granted.

**7:6.8 Reinstatement**

Teachers on sabbatical leave, in the event they return to the Wallingford school system, shall receive accumulated sick leave status in effect at the time of their departure and, if vacant, shall receive the same position or a similar one prior to the inception of the leave. It shall be understood that there is no guarantee of a position. If no such position then exists or is available, the teacher shall be treated as a displaced teacher and his/her recall rights shall be governed by the provisions set forth under Article 6, Reduction in Force.

**7:7** For leaves of absence, sabbaticals or unanticipated open positions of less than ½ year duration, the Board may hire a permanent substitute to fill the position for that year or the duration of the leave.

In filling leaves, sabbaticals, or unanticipated open positions of more than half-year duration, the Board shall hire a teacher under contract if a candidate of satisfaction to the Board is available and if the Board determines sufficient funding exists to support the position.

## ARTICLE 8

### PLACEMENT ON THE SALARY SCHEDULE

#### **8:1 Allowable Credit for Teaching Experience**

- 8:1.1 A teacher newly hired by the Wallingford Board of Education may be placed on up to four (4) higher steps on the salary schedule than a currently employed teacher with similar teaching experience in the Wallingford school system and/or academic preparation would receive. The Association will receive notice when this occurs.
- 8:1.2 Any teacher under contract who completes ninety-six (96) or more days of service to the district during the school year shall the following school year be eligible for advancement to the next step on the salary schedule.
- 8:1.3 Full credit on the salary schedule may be granted to professional staff members for up to two (2) years of military service with the recommendation of the Superintendent or his/her designee and the approval of the Board of Education.
- 8:1.4 Commencing immediately upon settlement of this agreement, up to a maximum of \$7,500 stipend may be paid through regular bi-weekly checks to teachers under contract, in hard-to-find subject areas, for their first year of service. The stipend will be prorated for less than one year of service. The WEA president will be notified in advance that such a payment is to be made.

Hard-to-find subject areas will be determined by the Assistant Superintendent for Personnel based on areas of hiring difficulty or when a special need has been determined by the State Department of Education. Such determination shall not be made arbitrarily and must be made by December 15 for hiring in the remainder of the school year and by June 15 for hiring for the new school year through December 15. Prior to the above dates, the Assistant Superintendent for Personnel will provide notification to the WEA President, as to which areas comprise the hard-to-find positions. The WEA will have 14 calendar days to review the inclusion of any position in the hard-to-find list.

This stipend amount shall be determined on a case-by-case basis subject to the maximum provided for above, and it shall be paid as a separate payment (check) with the last regular payroll check paid in June. This stipend must be paid back to the Board if the teacher does not remain employed for at least three years under contract unless the separation is due to a reduction in force.

## **8:2 Longevity**

- 8:2.1 Any teacher hired prior to the beginning of school year 1995-96 and having completed seventeen (17) years under contract in the Wallingford school system, or fifteen (15) years under contract in the system plus two (2) years in the Peace Corps, Vista, Job Corps and/or active duty military service in the regular armed forces of the United States, or sixteen (16) years under contract in the system plus one (1) year in the Peace Corps, Vista, Job Corps and/or active duty military service in the regular armed forces of the United States, shall be granted a longevity payment of two hundred fifty dollars (\$250.00).
- 8:2.2 The longevity payment shall be annually continued until a teacher has completed twenty-two (22), twenty-seven (27) and/or thirty two (32) years of teaching. At each of these levels a teacher shall be granted an additional longevity payment of two hundred fifty dollars (\$250.00), except that the payment after thirty-two (32) years of teaching shall be an additional five hundred dollars (\$500.00).
- 8:2.3 Partial year adjustments for the longevity payment will be made on February 1<sup>st</sup> if the anniversary date of the teacher falls on or before February 1st and after September 8th. However, adjustments will be made only at the beginning of school in September and on February 1st.
- 8:2.4 Teachers hired after school year 1994-95, shall not be able to participate in the current longevity provisions.

## **8:3 Requirement of Degree**

In order to receive the differential for studies beyond the bachelor's degree, the individual teacher must show evidence of having completed all requirements for a master's degree in an approved program at an accredited institution.

## **8:4 Graduate Study Approval**

- 8:4.1 In order to receive the differential for graduate studies beyond the master's degree, the individual teacher must show evidence of having completed all requirements for a master's degree or CAGS certificate in a program approved in advance by the Superintendent of Schools or his/her designee. This requirement would also apply for placement in the 6<sup>th</sup> year schedule and/or for a teacher to receive the 7<sup>th</sup> year stipend. All programs referred to herein shall be limited to those offered by a college or university accredited by a regional association such as The New England Association of Schools and Colleges or any other comparable accrediting agency.
- 8:4.2 Credits in any graduate program either at the Master's or Certificate of Advanced Graduate Study level requiring more than thirty (30) credit hours, shall be eligible to be credited towards the seventh (7<sup>th</sup>) year stipend.
- 8:4.3 Individuals who so qualify as described above, may apply to receive approval for a thirty (30) credit program established with the Superintendent or his/her designee. Such programs will be limited to current areas of certification or to allow an individual

to qualify for an endorsement on his/her certification or a new certification. Such new certification must be obtained. Completion of such a program will limit them to placement on the seventh (7<sup>th</sup>) year stipend.

8:4.4 The Superintendent of schools or his/her designee at his/her discretion may grant approval retroactively.

8:4.5 A signed copy of the approved program shall be placed in the teacher's personnel file.

#### **8:5 7th Year Studies**

An additional continuing \$3,724 above the 6th year salary column will be paid upon completion of a 7th year of study if approved in advance by the Superintendent or his/her designee in accordance with the procedures of Article 8:4 of the current agreement. This stipend shall only be paid to employees who have completed the 7<sup>th</sup> year of study as of the date of ratification of this Agreement in 2014 or had their program of study for the 7<sup>th</sup> year approved by the Superintendent or his/her designee prior to ratification of this Agreement in 2014. After this Agreement is ratified in 2014, no new applications for this stipend shall be accepted.

#### **8:6 Doctorate**

An additional continuing \$7,395 over the 6th year salary column will be paid upon completion of a Doctorate degree if approved in advance by the Superintendent or his/her designee in accordance with the procedures of Article 8:4 of the current agreement. Individuals who are working to earn a Doctor's degree in a program approved by the Superintendent or his/her designee and complete 30 or more credits may apply such credits for advancement only to the next higher salary schedule. Advancement to higher classification will be in compliance with section 8:4 of the current Agreement. This stipend shall only be paid to employees who have completed the Doctorate as of September 1, 2015 or had their program of study for Doctorate approved by the Superintendent or his/her designee on or before June 30, 2015. After September 1, 2015, no new applications for this stipend shall be accepted.

#### **8:7 Advancement to Higher Classification**

When teachers become eligible for advancement to a higher classification they shall be reclassified upon presentation of the required evidence of additional graduate work completed or degree attained. Reclassification shall be made at the beginning of the school calendar year. Full Year salary adjustments shall be made with the initial payroll in October if requirements for the degree of certificate of additional graduate work are fulfilled by September 1. In addition to the above, in order to receive reclassification pay, teachers must notify the Assistant Superintendent of Schools in charge of Personnel, not later than December 1st of the year preceding the academic year in which the reclassification is to become effective, of their intent to seek reclassification. The above procedure will enable the Board to meet its budgetary planning function.

## **ARTICLE 9**

### **BUILDING PROCEDURES**

#### **9:1 Liaison Committee**

The teachers in each school shall have the right to elect a Liaison Committee, whose function shall be to engage in exchanging ideas on educational or related matters between the administrative personnel of that school and the teaching staff. The Liaison Committee and the administrative personnel of each building shall meet no more than once a month during the school year except by mutual agreement. For these monthly meetings, the Liaison Committee is not to exceed a total of seven (7) teachers, who shall be elected for a minimum of a one (1) year term. However, additional personnel having particular expertise may be invited by either party to attend such meetings as resource personnel to the Liaison Committee.

#### **9:2 Teachers Files**

All teacher files containing teacher evaluations and materials relating to his/her performance shall be maintained under the following circumstances: Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in his/her personnel file with reference to evaluation of his/her performance in such school district. The Board of Education shall provide to each teacher copies of the records and reports described above. In the event that the Board of Education or its agent removes from the teacher's file materials which it deems to be confidential, a dated notation will be placed in the file stating which such materials have been removed; for example, recommendations from a prior employer. Upon twenty-four (24) hours' notice, each teacher shall have the right to review and reproduce material in his/her personnel file to which he/she is entitled by law. Reproductions of such materials may be made by hand, or copying machine if available.

## **ARTICLE 10**

### **TEACHER NORMAL ASSIGNMENT OR BASIC LOAD**

**10:1** During school hours, the teacher's basic load shall include all assignments made by the administration from a reasonable time before the opening of school and following the close of school. These assignments shall include classroom instruction, study hall duty, homeroom assignments and other special assignments which may be created by the absence of teachers or by other circumstances necessitating program changes and such non-teacher assignments as bus supervision, corridor duty, etc.

**10:2** After school hours a teacher's basic load shall include all relevant activities necessary to produce good teaching and maintain proper professional status. These

activities will include preparation of lessons, development of tests, evaluation of pupil work, office reports, committee work (departmental, curriculum, etc.), faculty meetings, conferences, meetings with parents, after-school “help sessions” for students as needed, “open house” assignments and related activities.

Professional Responsibilities shall include:

- 4 and one-half hours to be dispersed across a combination of professional development workshops on early release days and trainings such as sexual harassment, bullying, blood borne pathogens, DCF, etc.

Elementary:

- Open House – Shall not be scheduled for more than 3 consecutive hours
- 3 Evening Conferences - Shall not be scheduled for more than 3 consecutive hours each
- 1 Afternoon Parent Conference on a student 2 hour early release day
- 1 Evening Parent Event - Shall not be scheduled for more than 2 consecutive hours. Teachers must notify principals of the event they select. Principals may deny a teacher’s request to attend a specific evening event to ensure that an adequate number of teachers attend school-sponsored evening events.

Middle School

- Open House - Shall not be scheduled for more than 3 consecutive hours
- 3 Evening Conferences - Shall not be scheduled for more than 3 consecutive hours each
- 1 Afternoon Parent Conference on a student 2 hour early release day
- 1 Evening Parent Event - Shall not be scheduled for more than 2 consecutive hours. Teachers must notify principals of the event they select. Principals may deny a teacher’s request to attend a specific evening event to ensure that an adequate number of teachers attend school-sponsored evening events.

High School

- Open House- Shall not be scheduled for more than 3 consecutive hours
- 2 Evening Conferences - Shall not be scheduled for more than 3 consecutive hours each
- 1 Afternoon Parent Conference on a student 2 hour early release day
- 2 Capstone Evenings - Shall not be scheduled for more than 2 consecutive hours each

Conferences shall not exceed fifteen minutes per individual conference, nor shall Open House or Conferences be scheduled for more than a total of three consecutive hours per night. Open house and conferences shall not be scheduled to extend beyond nine p.m. No meetings will be held on conference or Open House days including PPT’s except in emergency. In the event that a teacher has no scheduled conferences, the teacher will not be required to attend the conference night. Disciplinary action will result for any teacher discouraging parents from attending conferences or cancelling conferences without prior administrative approval which will be granted only in serious extenuating circumstances.

### **10:3 Lunch Period Supervision**

- 10:3.1 All teachers shall have no assigned duties relating to the management of the school cafeteria or playground during the student lunch and recess periods. Nothing herein shall preclude an elementary school teacher from performing such duties when an emergency exists. High school teachers may volunteer to supervise high school cafeterias during the student lunch period for an additional stipend as delineated in Appendix C. No one employed for less than 3 years will be asked to volunteer.
- 10:3.2 When the building principal or his designee has redistributed available aides, covered the situation personally, if possible, and the problems of adequate coverage still exist, an emergency shall be considered in effect.
- 10:3.3 When an emergency exists, the supervision of the cafeteria and noon playground shall be maintained by teachers following the procedure determined by the administration and staff of the building at the faculty meeting prior to the opening of school. This procedure shall be subject to review at subsequent meetings.
- 10:3.4 In the event that no agreement as to emergency procedures is reached between the building principal and the faculty within five (5) days immediately following the opening of schools, the matter will be submitted to Association President and the Assistant Superintendent in charge of personnel for resolution.

### **10:4 Substitute's Pay**

- 10:4.1 When teachers have been asked to cover assignments that develop as a result of another teacher's absence and/or the unavailability of substitute teachers from the system's substitute list(s), then the teacher assigned shall be paid one sixth (1/6) of the current substitute's daily rate for each assignment in the middle and elementary schools and one fourth (1/4) of the current substitute's daily rate for each assignment in the high school. It is understood that such temporary assignments will conform to the standards specified in Article 14:1.
- 10:4.2 This procedure and compensation also applies to classes and assignments that are combined as a result of the absence of a teacher. If more than 1 class (the teacher's permanent assignment) but less than 2 full classes are combined, payment will be one sixth (1/6) of the current substitute's daily rate for (all students) over their normal class or class size for each period. For more than 2 but less than 3 full classes the rate paid to each teacher will be two sixth (2/6) of the current substitute's daily rate for each assignment. The rate would increase proportionately for each additional class or fraction thereof.
- 10:4.3 For each additional class beyond the teacher's normal class assignment the teacher will receive one-sixth (1/6) of the current substitute's daily rate.
- 10:4.4 It is understood that in study halls with less than 15 scheduled students, the above provision will not apply.



**10:5 Teacher Normal Assignment or Basic Load shall be interpreted as follows:**

- 10:5.1 The cost to the Board of Education for covering classes when teachers are absent and no substitute is available from the system substitute list will not exceed the current daily substitute rate (short term substitute rate) in effect for that year of the contract.
- 10:5.2 Any staff members who must give up a planning and preparation period to cover a teaching assignment, will receive one-sixth (1/6) of the per diem substitute rate for each period covered and one fourth (1/4) of the current substitute's daily rate for each assignment in the high school.
- 10:5.3 10:5.2 above will not apply to circumstances where a teacher is required to substitute for a coach who must leave early to cover a coaching assignment. In these circumstances, coaches are expected to arrange for their own coverage with no pay (as has been the practice). If it is not possible for the coach to obtain a volunteer, the principal will make assignments for no pay from among the staff, using the following priority listing in obtaining coverage.
- a. Substitutes who are unassigned or on a preparation period.
  - b. Teachers on corridor patrol.
  - c. If none of the above (as indicated in a & b) are available, a regular teacher may be assigned. In such cases this assignment will be rotated among the teaching staff.
- 10:5.4 At the elementary level, the substitute's per diem rate (short term rate) will be divided among those teachers who share the absent teacher's students. Example: If a class is distributed among three (3) teachers, each teacher is to receive one-third (1/3) of the substitute's pay. If a class is distributed to two (2) teachers, each teacher will receive one-half (1/2) the substitute's pay.
- 10:5.5 If a substitute or a teacher is not available at the middle or high school levels to cover a class, students will be distributed to existing classes as per the principal's direction. Teachers in such classes will divide the per period pay (1/6 of the short term daily rate of substitutes at the Middle Schools and 1/4 of the short term daily rate of substitutes at the High Schools), except when the students dispersed are study hall students from a class of less than fifteen (15) students.
- 10:5.6 When scheduling class sizes, student assignments, and case loads reasonable efforts will be made to equalize work loads across grade levels, teaching areas, and subjects.
- 10:6** When an administrator is out of the building for the full student day and asks a teacher to cover the absence, the teacher will be relieved of his/her teaching duties (with a substitute if necessary) if he/she agrees to act in that capacity.

10:7 An Advisory period may be added to the secondary school (Middle and High School) schedule and not counted as a teaching preparation and/or additional duty period as long as fulfilling such duties does not require preparation by the teacher (including photocopying and preparation of materials), correcting student work, assessing or grading student progress. In addition, any such assignment is non-evaluative, and teachers will not be formally observed for the purposes of evaluation during an Advisory period. Advisory teachers are expected to build a positive school climate and foster relationships with students during Advisory periods while maintaining the same levels of professionalism as with all other aspects of their duties. Failure to so do during an Advisory period may affect a teacher's summative evaluation.

## **ARTICLE 11**

### **TEACHER PROTECTION**

#### **11:1 Injury In Service**

Whenever a teacher is absent from school as a result of personal injury caused by accident arising out of and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence, and no part of such absence shall be charged to his/her annual or accumulated sick leave. In no case shall compensation exceed that provided for by the Worker's Compensation Act as of the date of the injury.

**11:2** The managing board of any public school district as defined in section 10-161 of the Connecticut General Statutes shall protect and save harmless any teacher employed by it from financial loss and expense arising out of any claim of negligence resulting in accidental bodily injury or death of any person while the teacher was acting within the scope of his/her employment.

#### **11:3 Teacher Liability**

The Board agrees to maintain adequate insurance coverage to cover teachers under section 10-235 of the Connecticut General Statutes and will submit a copy of said insurance policy to the Association President.

**11:4** In the event that a provision of this Agreement is found to be unlawful by a court of competent jurisdiction, then the clause alone shall be rendered illegal and the remainder of the contract shall remain in full force and effect.

**11:5** The Board will individually assess personal property damage to members of the bargaining unit if and when such damage occurs and may reimburse for any loss not covered by insurance.

## ARTICLE 12

### PREPARATION & PLANNING PERIODS

- 12:1** All secondary school teachers shall have at least one (1) preparation period each day or seven (7) period cycle or high school teachers in a block schedule shall have 1 and 1/2 preparation periods per eight (8) period cycle during which time they shall not be assigned to any other duties, except in an emergency.
- 12:2** In addition to homeroom/advisory duty, academic subject area teachers at the high school level shall not be assigned more than five (5) teaching periods, which require preparation in the course of a day. If because of scheduling difficulties a teacher, by mutual agreement with the administrator, should be assigned six (6) teaching periods, he/she shall be relieved of all non-teaching assignments during the student day and receive a stipend equal to 1/6<sup>th</sup> of the teacher's per diem rate.
- In addition to homeroom duty, academic subject area teachers at the middle school level shall not be assigned more than five (5) teaching periods, which require preparation in the course of a day. If because of scheduling difficulties a teacher, by mutual agreement with the administrator, should be assigned six (6) teaching periods, he/she shall be relieved of all AM/PM duties, including homeroom duty, when practicable and receive a stipend equal to 1/6<sup>th</sup> of the teacher's per diem rate.
- 12:3** Secondary school teachers shall not be required to teach more than two (2) different subject areas. If a teacher should be willing to do otherwise, he/she should be given no more than four (4) teaching periods per day or seven (7) period cycle. Where feasible, no teacher should be required to make more than three (3) teaching preparations.
- 12:4** Elementary school teachers with an excessive class load shall be given relief from non-teaching assignments.
- 12:5** In the elementary schools, when the teaching specialist has taken charge of the classroom and where follow up in that special area is necessary and possible, once the classroom teacher is aware of his/her responsibilities in this regard, he/she is free to leave the classroom for the balance of that period with the permission of the school principal for the purpose of utilizing such time as a preparation period. Such permission shall not be unreasonably withheld. In the event that a teacher is required to remain with the same specialist on more than two (2) consecutive occasions or more than four (4) occasions with any specialists during the academic year, the principal shall be required to advise the Superintendent or his/her designee of the reasons therefore.
- 12:6** Elementary teachers in grades 3, 4, and 5 will be free to leave the classroom and/or students and to utilize this time as a preparation period when a STEP teacher has taken charge of the class. Elementary teachers in grades 1 and 2 will be free to leave

the classroom and/or students and to utilize this time as a preparation period when a Library/Media teacher has taken charge of the class. The Board shall make every effort to avoid elementary school teachers having two preparation periods as above in the same day.

- 12:7** In addition to duty free recess and lunch periods, which shall be used as teacher preparation time, all elementary teachers shall have four (4) preparation periods per week.

## **ARTICLE 13**

### **PAYROLL**

#### **13:1 Dues Deduction and Service Fee Deduction**

##### **13:1.1 Conditions of Continued Employment**

All teachers employed by the Wallingford Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

##### **13:1.2 Deductions**

The Wallingford Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fees by means of payroll deductions. For WEA members, the amount of deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. For service fee-paying employees the amount will be divided equally by the number of remaining paychecks from the establishment of the service fee amount and the last paycheck in June. The amount of Association membership dues shall be certified by the Association and the Board of Education prior to the opening of school each year, the amount of the service fee shall be certified by the Association to the Board as soon as possible.

##### **13:1.3 Subsequent Employment**

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

##### **13:1.4 Forwarding of Monies**

The Board of Education agrees to forward to the Association simultaneously with each teacher payroll check period a check for the amount of money deducted during that payroll check period. The Board shall include with such a check a list of teachers for whom such deductions were made.

### 13:1.5 **Lists**

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all members of the teacher bargaining unit. The Board shall notify the Association monthly of any changes in said list.

### 13:1.6 **Reference to Association**

The singular reference to the "Association" herein shall be interpreted as referring to the Wallingford Education Association, the Connecticut Education Association, and the National Education Association.

13:1.7 The Association agrees to hold the Board harmless from any and all damages and liabilities which may be sustained or which may arise as result of making the dues or service fee deductions called for in this section.

**13:2** Payroll deductions shall also be provided to include the following: WEA/CEA/NEA Endorsed Programs and Companies and any future additions, provided they are eligible within the 403(b) Plan and there are a minimum of five (5) employee participants for any new program/company; Wallingford Municipal Federal Credit Union; tax-sheltered annuities (not to exceed the presently authorized companies eligible within the 403(b) Plan, except if other WEA/CEA/NEA Endorsed Programs eligible within the 403(b) Plan need to be added subject to the above minimum of five (5) participants), and other eligible companies included within the 403(b) Plan). Transfer of such deducted monies shall be on a pay period basis. Those companies presently authorized will be permanently removed from the list when there are no active annuity payment deductions being maintained for any teacher.

### 13:2.1 **Schedule for Payroll Deductions**

For changes done through Wallingford payroll:

Changes to become effective with the first payroll in September must be received no later than August 15.

Revisions in tax sheltered annuity voluntary deductions under this article can be made in the months of October and February.

Changes received after August 15 will become effective with the first payroll in November.

Changes received after October 15 will become effective with the first payroll in March.

Changes will not be accepted after February 15.

The above applies to all payroll deductions for 403(b) and 457(b) deductions. Credit union and federal and state withholding tax changes may be processed throughout the year.

The above restrictions do not apply to changes made through the 403(b) and 457(b) company websites directly.

**13:3 Equalizing Payroll Deductions**

The only exception to equalized paychecks shall be when retroactivity for loss of pay is made by the Board for monies lost due to delayed implementation of the contract salary schedule. In this case, money shall be received in the first possible paycheck after implementation of the contract.

**13:4 Optional Pay Plan**

13:4.1 Prior to January 1 of each year, teachers may elect to be paid on either a twenty- two (22) or a twenty-six (26) payment schedule.

13:4.2 It is agreed and understood that the salary contracts for individual teachers under this Agreement cover the period from September 1 through the subsequent August 31, and that a teacher's salary compensation under such contract is for the full twelve (12) month period even though individual teachers may elect under section 13:4 to be paid on a shorter payment schedule.

**13:5** Teachers shall have the option of having their paychecks directly deposited into a bank of their choosing.

**ARTICLE 14**

**STAFF REFERRAL SYSTEM**

**14:1** Substitutes shall be drawn from a prepared list. The school personnel shall be called upon **ONLY** in case of emergency, (For general purposes, an emergency shall be defined as the unanticipated first day's absence of a teacher, though not necessarily the entire first day's absence.)

**14:2** Although every effort shall be made at the secondary school level to secure the necessary subject specialist, where possible, the necessity of obtaining a replacement shall take precedence over securing a specialist.

**14:3** Teachers within the same department in a secondary school may substitute by assignment in the class of a colleague for a per-class stipend as set forth in Article 10:4 under the following conditions:

1. The opening was created by the unanticipated absence of the teacher.
2. The absence is expected to be for an extended period of time, but not exceeding forty-five (45) school days. If the absence exceeds forty-five (45) school days, the teacher replacement shall receive one-sixth (1/6) of his/her daily rate calculated on base salary for any further substitute work performed during the remaining period of the assignment.
3. Specialists in the area of the teacher's certification are not available for subbing.
4. Those teachers substituting consent to do so.
5. The Assistant Superintendent in charge of personnel consents to the arrangement and reserves the right to terminate such assignment upon notice to the teacher replacement.

## **ARTICLE 15**

### **EVALUATION REPORTS**

**15:1** Any formal evaluation of a teacher's competence shall be in writing. A copy of this report shall be given to the teacher within five (5) school days of the evaluation and on a school day. Teachers shall have the right to discuss such report with their superiors before the end of the third school day immediately following its receipt.

## **ARTICLE 16**

### **SEVERANCE PAY**

**16:1** Up to a maximum of ninety (90) days of accumulated sick leave as provided by Connecticut General Statutes Section 10-158, revised 1969, shall be paid upon the death or retirement (as defined under the Connecticut Teacher's Retirement System) of staff members covered by this agreement who have completed ten (10) or more years in the Wallingford Public Schools. Severance pay for those staff members who commenced service prior to July 1, 1987 shall be capped at \$40,000.00. For all staff commencing service after July 1, 1987, the maximum amount collectible in severance will be 65 days or \$25,000 (whichever equals the lower amount). This amount shall be calculated solely on the salary schedules found in Appendices A, B, and C and the staff member's average per diem rate for his/ her last 189 teaching days, which shall not include any leaves of absence. Teachers hired on or after July 1, 2012 shall not be eligible for this benefit.

- 16:2** In order to receive their severance pay in the next budget year, staff members shall submit a letter of retirement to the Assistant Superintendent for Personnel by November 1 of the year preceding the fiscal year in which the retirement is to occur. Failure to provide timely notification may result in the delay of severance payment until the next budget year after the year in which the retirement is to occur. In the event of hardship, the Assistant Superintendent of personnel will consider, on a case-by-case basis, the request of an individual staff member to withdraw his/her letter of retirement. Disputes from this process would be subject to expedited arbitration.
- 16:3** Eligibility for participation in the severance program will be limited to staff members with a minimum of ten years active teaching service in the Wallingford school system.

## **ARTICLE 17**

### **WITHHOLDING OF INCREMENTS**

- 17:1** The Board of Education may withhold in any given year a salary step, or negotiated increase for those teachers at the maximum of their salary schedule, as it pertains to a professional staff member whose service has been unsatisfactory in the previous year. This action will be undertaken only after the following conditions are met:

Observation: During September through November, the teacher shall be observed carrying out his/her official duties on at least three (3) occasions by his/her principal and in cooperation with his/her subject area supervisor.

Recommended Program of Improvements: As a result of observations and subsequent discussions, the administrator shall recommend a positive program of improvement in writing to the teacher.

Failure to Improve: The teacher having failed to improve the level of performance by February 1, the principal shall recommend to the Superintendent or his/her designee that the teacher's step or increase be withheld.

- 17:2** If a teacher has demonstrated noticeable improvement by December 31, then the withheld increment and/or negotiated increase will be granted as of February 1.



## ARTICLE 18

### ADDITIONAL PROVISIONS

#### **18:1 Mandatory Health Requirements**

The Board shall assume all costs of such health examinations and tests as are required by statute or Board policy as a condition of employment. When such examinations or tests are performed by the Board's physician, the Board will pay all costs; when the staff member elects to have his/her own physician, the staff member shall pay.

#### **18:2 Use of School Facilities**

The Association will have the right to use school buildings without cost at reasonable times for meetings; provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Association shall use a standardized building form, which shall be made available in the principal's office of said building.

The use of bulletin board space and faculty mailboxes will be granted the Association for dissemination of information, flyers, newsletters, etc., to its building membership.

#### **18:3 Reference of Complaints**

The Board and the Association agree to abide by the procedure outlined in the Board's bylaws (adopted 1975) for handling complaints relating to the Wallingford Board of Education or any of its employees.

The Board agrees to inform a teacher when the nature and/or frequency of complaints is recognized as serious or significant. Unless a teacher has been informed of the nature and/or frequency of the complaints prior to any formal contractual or legal action, these complaints may not be used in said proceedings.

**18:4** Although teachers have the right to live outside the town, such residence shall not be claimed as the reason for not participating in activities sanctioned by the Board.

#### **18:5 Just Cause**

No teacher will be disciplined in writing, reprimanded in writing, suspended, or given an unfavorable summative (final) evaluation without just cause.

**18:6** The Board reserves the right, as necessary due to budgetary constraints, to

reduce the number of area evaluators and reassign such work to building administrators, SACs and/or department heads. The Board shall notify the President of the Association in such an event.

## **ARTICLE 19**

### **EDUCATIONAL COUNCIL**

- 19:1** A joint Educational Council, shall consist of three (3) members of the Board of Education appointed by the Board of Education, the Superintendent of Schools and/or his designee, who shall be nonvoting members, and three (3) members of the teaching staff, appointed by the President of the local Association. The President of the Association, and/or his designee, shall be nonvoting members.
- 19:2** The Council shall meet not more than four (4) times a year, or as otherwise mutually agreed to, and confer on matters of mutual concern. At one such meeting, the Council shall discuss the proposed school calendar and consider recommendations of the Association.
- 19:3** The Educational Council shall establish procedures and shall provide for the Chairmanship to rotate for each meeting between a Board member and a member of the teacher representatives.
- 19:4** The primary function of the Educational Council is to recommend for Board consideration the establishment of policies and practices. The Educational Council, in preparing its recommendations for Board consideration, shall, at all times, avail itself of the most up-to-date research pertinent to such recommendations.
- 19:5** All reports and recommendations shall be in writing with copies to the Board Chairperson and to the President of the Association.
- 19:6** The agenda for each meeting shall be developed at least one (1) month prior to the date of the meeting, except in emergency circumstances where subjects may be added to the agenda with twenty-four (24) hours' written or oral notice to the Educational Council Chairperson.
- 19:7** The Educational Council shall not discuss items covered by this Agreement or subject to negotiations under provisions of this Agreement.

**ARTICLE 20**

**DURATION**

- 20:1** This Agreement shall cover the fiscal period beginning September 1, 2015, and ending August 31, 2017
- 20:2** Any extension of this Agreement shall be mutually agreed upon in writing by both parties. However, the provisions of Appendix H, Insurance, shall continue in full force until the effective date of a successor agreement.
- 21:3** This document contains the full and complete agreement between the respective parties and, with the exception of the contents therein, neither party shall be required to negotiate over the terms or conditions of employment of teachers except by mutual agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands this \_\_\_\_ day of November, 2014.

**Wallingford Board of Education:**

\_\_\_\_\_  
Chairperson

**Wallingford Education Association:**

\_\_\_\_\_  
President

**Appendix A**

**2015-16: All teachers advance one step; 1.75% increase to step 13; 0.85% increase to steps 1-12**

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>6THYR</u>
1	\$46,869	\$47,911	\$49,994
2	\$48,073	\$49,522	\$52,202
3	\$49,719	\$51,576	\$54,844
4	\$51,422	\$53,716	\$57,620
5	\$53,183	\$55,944	\$60,536
6	\$55,004	\$58,263	\$63,600
7	\$56,887	\$60,679	\$66,819
8	\$58,836	\$63,197	\$70,201
9	\$60,850	\$65,817	\$73,754
10	\$62,934	\$68,547	\$77,486
11	\$65,089	\$71,390	\$81,409
12	\$67,318	\$74,351	\$85,529
13	\$70,244	\$78,126	\$90,660

## Appendix B

**2016-17: All teachers advance one step; 1.75% increase to step 13; 1.25% increase to steps 1-12**

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>6THYR</u>
1	\$47,455	\$48,510	\$50,619
2	\$48,674	\$50,141	\$52,855
3	\$50,340	\$52,221	\$55,530
4	\$52,065	\$54,387	\$58,340
5	\$53,848	\$56,643	\$61,293
6	\$55,692	\$58,991	\$64,395
7	\$57,598	\$61,437	\$67,654
8	\$59,571	\$63,987	\$71,079
9	\$61,611	\$66,640	\$74,676
10	\$63,721	\$69,404	\$78,455
11	\$65,903	\$72,282	\$82,427
12	\$68,159	\$75,280	\$86,598
13	\$71,473	\$79,493	\$92,247

**The parties agree to establish a committee for the purpose of studying the positions and pay rates contained in Appendices E and F with regard to equitability. The Board and the Association shall each appoint three (3) members to the Committee, and the Committee shall begin its work no later than October 1, 2015. The Committee shall make a report to the Board and the Association by November 15, 2015 wherein they make a recommendation for revised pay rates for the 2016-17 school year. The Committee shall maintain the same total cost of positions included in each Appendix, allocated as the parties may mutually agree based on the Committee's recommendation. If no such mutual agreement is reached regarding an equitable reallocation, the amounts shall remain the same.**

**Appendix C  
SPECIAL SALARY DIFFERENTIALS**

**2015-16            2016-17**

**Department Chairpersons & Subject Area Coordinators \* 10 additional days including language arts**

Dept 2-5	\$4,380	\$4,424
Dept 6-10	\$4,960	\$5,010
Dept 11	\$5,819	\$5,877

As per past practice, the number above does not include department chairpersons.

**Curriculum Resource Teachers** 10 additional days at the per diem rate

**School to Career Teacher** 20 additional days at the per diem rate

**Guidance Directors \* 30 additional days**

	\$11,356	\$11,470
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**Guidance Counselors \* 10 additional days**

1- 5 years experience	\$3,807	\$3,845
6 or more yrs experience	\$4,380	\$4,424

**HS Café Volunteer** \$1,781            \$1,799

**Area Evaluator**            \$741            \$748

**Athletic Directors \*as needed for sports**

	\$8,112	\$8,193
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**Vocational Education Teachers \* 10 additional days**

	\$4,815	\$4,863
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**Vocational Agriculture Teachers \*12 months, 20 days vacation**

	\$14,033	\$14,173
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**For staff hired after 9/1/92 \* 12 months, 20 days vacation**

	\$10,584	\$10,690
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*The unit administrator may grant vo-ag staff up to ten (10) days for compensatory time previously accrued. The compensatory time may be granted during non-student days.*

- The above work year as defined in Article 4, Section 1

**Special Education Teachers may be granted up to two (2) additional days at the per diem rate provided there is approval by the Director of PPS.**

## **Appendix D**

### **Professional Development**

#### **Non-accredited In-Service Continuing Education**

To the extent possible, the Board shall pay the reasonable expenses incurred by teachers who attend conferences, workshops or other professional improvement activities at the request of and with the approval of the Superintendent of Schools or his designee.



## Appendix E

### COACHES' SALARIES

Salaries for coaching shall not be included in the base salary. Teachers, upon appointment to coaching positions, shall receive full payment at the conclusion of the sport.

SPORT	2015-2016		2016-2017	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Football Head	\$8,495	\$9,963	\$8,580	\$10,063
Football Asst	\$5,028	\$6,518	\$5,078	\$6,583
Basketball Head	\$7,752	\$9,354	\$7,830	\$9,448
Basketball Asst.	\$4,137	\$5,455	\$4,178	\$5,510
Hockey Head	\$7,238	\$8,742	\$7,310	\$8,829
Hockey Asst	\$3,618	\$4,785	\$3,654	\$4,833
Track Head	\$7,238	\$8,742	\$7,310	\$8,829
Track Asst	\$3,618	\$4,785	\$3,654	\$4,833
Baseball Head	\$7,238	\$8,742	\$7,310	\$8,829
Baseball Asst	\$3,618	\$4,785	\$3,654	\$4,833
Softball Head	\$7,238	\$8,742	\$7,310	\$8,829
Softball Asst.	\$3,618	\$4,785	\$3,654	\$4,833
Soccer Head	\$6,070	\$7,205	\$6,131	\$7,277
Soccer Asst	\$3,527	\$4,675	\$3,562	\$4,722
Swimming Head	\$6,070	\$7,205	\$6,131	\$7,277
Swimming Asst	\$3,527	\$4,675	\$3,562	\$4,722
Field Hockey Head	\$6,070	\$7,205	\$6,131	\$7,277
Field Hockey Asst	\$3,527	\$4,675	\$3,562	\$4,722
Volleyball Head	\$6,070	\$7,205	\$6,131	\$7,277
Volleyball Asst	\$3,527	\$4,675	\$3,562	\$4,722
Tennis Head	\$3,664	\$4,329	\$3,701	\$4,372
Cross Country Head	\$3,664	\$4,329	\$3,701	\$4,372
Indoor Track Head	\$3,664	\$4,329	\$3,701	\$4,372
Indoor Track Asst	\$1,813	\$2,001	\$1,831	\$2,021
Golf Head	\$3,033	\$3,757	\$3,063	\$3,795
Lacrosse	\$7,238	\$8,742	\$7,310	\$8,829
Lacrosse Assistant	\$3,618	\$4,785	\$3,654	\$4,833

**Appendix E (Continued)**

**MIDDLE SCHOOL**

<b>SPORT</b>	<b>2015-2016</b>		<b>2016-2017</b>	
	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>
Basketball Head	\$3,033	\$3,757	\$3,063	\$3,795
Baseball Head	\$3,033	\$3,757	\$3,063	\$3,795
Softball Head	\$3,033	\$3,757	\$3,063	\$3,795
Track Head	\$3,033	\$3,757	\$3,063	\$3,795
Cross Country	\$3,033	\$3,757	\$3,063	\$3,795

**APPENDIX F  
EXTRA AND CO-CURRICULAR ACTIVITIES**

Full teacher participation in extracurricular activities is one of the best vehicles for establishing good pupil-teacher relationships. There are varying degrees of responsibility. Since certain activities require additional responsibility and time over and beyond the expectations of normal staff participation, such extracurricular activities would be considered "major activities" and staff members who accept such responsibilities would be compensated as follows:

Salaries for extra and co-curricular activities shall not be included in the base salary. Teachers upon appointment to these positions will receive full payment for the activity in June.

<b>HIGH SCHOOL</b>	<b>2015-16</b>	<b>2016-17</b>
Art Club	\$577	\$583
Cheerleading	\$4,260	\$4,303
Chemistry Club	\$577	\$583
Choral Club Director	\$1,827	\$1,845
Comptroller	\$6,630	\$6,696
Computer Club	\$1,573	\$1,589
Current Issues (Student Forum)	\$577	\$583
Dance Club	\$577	\$583
Debate Club	\$2,684	\$2,711
Debate Club Asst.	\$872	\$881
DECA	\$1,595	\$1,611
Drama Club Adv.	\$1,134	\$1,145
Drama Prod., Assts. (2) per production - Limit 3 per school	\$2,344	\$2,367
Drama Prod., Dir.- per production Limit 3 per school	\$3,634	\$3,670
Environmental Club	\$577	\$583
FBLA Advisor	\$1,595	\$1,611
FCCLA (2) / Future Homemakers	\$1,595	\$1,611
FFA - Asst (2)	\$844	\$852
FFA - Head	\$1,595	\$1,611
Flag Squad	\$1,134	\$1,145
Foreign Language Clubs	\$1,134	\$1,145
Freshman Advisor	\$1,406	\$1,420
Freshman Assts (1)	\$844	\$852
Future Nurses	\$577	\$583
Future Teachers/Young Ed Soc	\$577	\$583
Generic Club	\$577	\$583
Grad. Chairperson (2)	\$675	\$682
GSA	\$577	\$583
HOSA	\$577	\$583

**Appendix F (Continued)**

<b>HIGH SCHOOL</b>	<b>2015-16</b>	<b>2016-17</b>
Human Relations Club	\$577	\$583
Industrial Arts Club/TSA	\$1,595	\$1,611
Intramurals	Released Time	Released Time
Japanese/Chinese Culture Club	\$577	\$583
Junior Asst. (2)	\$844	\$852
Junior Class Advisor	\$1,683	\$1,700
Key Club	\$1,405	\$1,419
Key Club Asst. (1)	\$577	\$583
Literary Magazine	\$1,683	\$1,700
Marching Band - Director	\$3,993	\$4,033
Marching Band Assts. (2)	\$2,659	\$2,686
Math Club/Team	\$577	\$583
Mock Trial Advisor	\$2,951	\$2,981
Mock Trial Asst (2)	\$577	\$583
Musical Assts (4)	\$2,178	\$2,200
Musical Director	\$5,484	\$5,539
Names Can Hurt	\$577	\$583
Nat'l Honor Society	\$577	\$583
Nat'l Honor Society Club	\$577	\$583
Pep Club Adv.	\$1,134	\$1,145
Philosophy-Socrates Cafe	\$577	\$583
Powder Puff	\$1,134	\$1,145
SADD	\$1,429	\$1,443
School Newspaper	\$3,504	\$3,539
Senior Assts (2)	\$1,429	\$1,443
Senior Class Adv	\$2,838	\$2,866
Ski Club	\$577	\$583
Sophomore Adv.	\$1,429	\$1,443
Sophomore Asst (1)	\$844	\$852
Stage Craft & Set Design Club	\$577	\$583
Student Council Advisor	\$4,077	\$4,118
Student Council Asst. (1)	\$1,429	\$1,443
Students For World Awareness	\$577	\$583
Varsity/Captains Club	\$675	\$682
VIVACE (Special Chorus)	\$577	\$583
Weightlifting	\$3,757	\$3,795
Yearbook	\$4,260	\$4,303

**Appendix F (Continued)**

	<b>2015-16</b>	<b>2016-17</b>
<b>MIDDLE SCHOOL</b>		
After School Program (per Hour)	\$34.34/hr.	\$34.68/hr.
Builders Club	\$577	\$583
Dance Club	\$1,140	\$1,151
Dramatics Advisor	\$1,595	\$1,611
Faculty Advisor For Sports	\$1,595	\$1,611
Generic Club	\$577	\$583
Jazz/Band Director	\$1,595	\$1,611
Media Aide	\$1,429	\$1,443
School Newspaper	\$1,595	\$1,611
Student Citizenship Corn.	\$1,595	\$1,611
Yearbook Advisor	\$1,595	\$1,611

	<b>2015-16</b>	<b>2016-17</b>
<b>ELEMENTARY SCHOOL</b>		
Student Activities (Full-time)	\$642	\$648
Student Activities (Part-time)	\$320	\$323

	<b>2015-16</b>	<b>2016-17</b>
District Webmaster	\$3,030	\$3,060
Team Leaders	\$303	\$306

## APPENDIX G

### SPECIAL SUPERVISION ASSIGNMENTS:

**2015-2016** - \$54.23    Such payment shall come from funds  
**2016-2017** - \$54.77    generated by the activity to be  
supervised and not from Board of  
Education monies - Per Assignment

Senior High Football, Basketball, Cross Country  
(Home Games), Plays, Special Events.

Middle School            Spring Concert, Special Events, Dancing Classes-funded by the  
Program, Gym Demonstration.

### ADDITIONAL SALARY STIPENDS:

Per Hour	<b>2015-16</b>	<b>2016-17</b>
1. Teachers of Summer School	\$34.42	\$34.76
2. Teachers of Adult Ed.	\$34.42	\$34.76
3. Homebound Instructors	\$34.42	\$34.76
4. Talented and Gifted Teacher	\$34.42	\$34.76
5. Computer Teacher	\$34.42	\$34.76
Per Assignment		
6. Summer School Director	\$6,723	\$6,790

## APPENDIX H

### MEDICAL:

On an annual basis, participating teachers shall elect one of two health insurance plans offered by the Board:

- (a) a PPO plan with benefit levels as set out below;
- (b) an HSA plan with benefit levels as set out below.

The HSA (Health Savings Account) plan shall be the core insurance plan. For any teacher wishing to remain in the PPO plan, the Board will contribute an amount equal to the dollar amount contributed by the Board toward the premium of the HSA plan for the teacher’s coverage level. Any teacher remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

PPO: Co-pays will be: \$25.00, Doctor co-pay, \$40 Specialist Co-Pay, \$75.00 Urgent Care co-pay, \$400.00 Inpatient Admission Co-pay, \$250 Outpatient Admission Co-pay, \$125 Emergency Room Co-pay, an Anthem 3 tier Formulary Prescription coverage - \$5, \$25, \$40 co pay per prescription, \$2000 yearly max, 2X the co pay for 3 month refills by mail

### HSA Plan:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2000/4000	
Co-insurance	0% after deductible	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/25/40 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

The Board will contribute 50% of the deductible amount in 2015-16 and 50% of the deductible amount in 2016-17. 25% of the Board's contribution toward the HSA deductible will be deposited into the HSA accounts on July 1 and the other 75% of the Board's contribution shall be deposited on September 1. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

**Dental Insurance:** Each teacher will be covered under Anthem Blue Cross Blue Shield full-service dental plan. The Board shall provide each teacher a fully paid family coverage plan.

Beginning Sept 1, 2003, Dental Rider A, that covers caps and crowns etc. and which pays at a 50% rate for those services, will be provided to each teacher. The premium for this rider will be 100% paid by the employee.

**Vision Care:** The Board shall provide each teacher a full vision care insurance policy. Teachers will have the option to buy in family coverage at their own expense if available.

**Medical Care Cost Account:** Beginning Sept 1, 2003 each teacher will have the option of opening a medical care cost account through the Board of Education under the provisions of the IRS Section 125 rules. Each teacher, so electing this account, shall be limited to a maximum of \$3,000 per year for contributions and benefits. Any monies not used are forfeit by law each year.

**Dependent Care Cost Account:** Beginning Sept 1, 2003 each teacher will have the option of opening a dependent care cost account through the Board of Education under the provisions of the IRS Section 125 rules. Each teacher, so electing this account, shall be limited to a maximum of \$5000 per year for contributions and benefits. Any monies not used are forfeit by law each year.

### **Admission Planning Service**

The Board shall include the Admission Planning Services program of Anthem Blue Cross Blue Shield of Connecticut as a part of the existing medical insurance program.

**Payment:** Teachers shall through payroll deductions, pay nineteen point five (19.5) percent of the premium cost for the HSA plan

To facilitate the insurance co-payment referred to Appendix H above, the Board shall adopt a cafeteria plan/salary reduction agreement under Section 125 of the Internal Revenue Code of 1986, as amended, (the "Section 125 Plan") as in effect as of the date set forth herein.

Professional staff members who resign at the close of the regular academic year shall receive the Group Life/Medical insurance through August 31 of the year of resignation.



**Data Collective and "Premium Cost" Calculation:** The Board of Education, Anthem Blue Cross, or such Third Party Administrator (TPA), mutually agreed to by the Board and Association subject to the provisions in Appendix I of this Agreement shall make available to the Association all relevant data regarding the costs and performance of the various insurance plans available under this Agreement. Such data shall include, but is not limited to: the master trust agreement, consultant/TPA reports and/or studies, and premium and/or conventional premium equivalent calculations. Utilization information shall be provided including "network and out of network" providers, frequency of claims, costs, use of network providers, and the Usual and Customary Rates (UCR). The Board will also provide to the Association upon request access to any other resources such as consultants which in its sole discretion the Board may engage that can validate current or future costs of the insurance benefits provided under this Collective Bargaining Agreement.

**Compliance to Statute Provision:** Self-funded health benefit plans of the Wallingford Board of Education provided to Wallingford teachers, shall be subject to all current and future regulations of the State of Connecticut and will comply to applicable laws, rulings, and procedures provided under the Connecticut General Statutes and regulations promulgated by state regulatory authority.

**Plan Description Books:** The Board will provide by October 31 of the first year of this Agreement to all Wallingford teachers the plan description books, on-line or hard copy, detailing the benefits of the medical, dental, and prescription plan offered to them.

All subsequent new hires during the term of this Agreement shall be provided, by the Board, the plan description books detailing the benefits of the medical, dental, and prescription plan offered to them.

**Change of Medical Insurance Carrier:** Notwithstanding any other provision in the Agreement to the contrary, the Board may change or substitute insurance carriers, self-insurance, administrators or managed care organizations for the above-referenced health benefit programs as long as the programs (meaning coverages, benefits, administration, access and costs i.e., timeliness of payments, claims processing, access to care) provided through alternate insurance carriers, through self-insurance, or through a combination of such alternatives, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change shall not be less than the programs available to teachers under the group health insurance policies described elsewhere in this Agreement. The size and scope of a preferred provider network of physicians will not include dentists, optometrists, ambulance services, V.A. providers, Fire Department emergency services and non-network providers will not be a factor in determining the duplication of network or access to care by an insurance carrier or managed care vendor.

The change in carriers may result in a disruption of access to providers. 60 days prior to any change, the Board will provide a copy of a disruption report developed by the carrier(s) who are under consideration as well as the current carrier's report. The disruption report will compare the provider network of the carrier(s) under consideration to that of the current carrier provider network. This report will be based on all the providers in the carrier's network proposed. It will be based on the percentage of match of providers from the physician encounters based upon the prior year's visits. This report will then be compared to the provider network extended by the new carrier under consideration. The new carrier network must have a 90% or better match of the top 200 physicians, in terms of

encounters (number of visits). Of the physicians who are not in this network match, no more than three such physicians can be in any one specialty or discipline. In addition, 100% of all Connecticut hospitals in the current carrier network shall be in the network for the program under consideration. Furthermore, a change in formulary shall be considered equivalent if at least 90% of the top 100 brand name and top 100 generic medications most commonly used by the number of scripts annually by the bargaining unit members shall be included in the formulary.

The Association shall be consulted 60 days in advance regarding any proposed insurance carrier change or other change as described above. Any dispute regarding whether or not the proposed insurance change is less than the present coverage shall be resolved in the grievance procedure at the arbitration level. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. In any event, no change in carrier for a specific type of coverage will be made more frequently than once in any two-year period. The foregoing provisions apply to unilateral changes in carriers by the Board.

#### **GROUP LIFE:**

Term: \$80,000 per employee, A.D. & D. - \$80,000.

#### **LONG TERM DISABILITY:**

Effective September 1, 2009, each teacher who begins to collect will be provided at Board expense long-term disability protection of \$600 per month for the length of total disability to age 65, but in no event longer than a period of 25 years. Payments will commence as of the 151st calendar day after the commencement of the total disability. Payments begun prior to September 1, 2009 will continue at the previously negotiated rate subject to provisions in this Appendix.

Eligibility of individual teachers for coverage shall be subject to the terms and restrictions of the Board's administrative guidelines and provisions governing such longterm disability protection with the agreement of the Association.

#### **EARLY INCENTIVE FOR RETIREMENT:**

Effective upon implementation of this contract, teachers who are hired on or before June 30, 2015 and who retire permanently from the Wallingford Public Schools between the ages of 55 and 60 years of age may elect to participate in co-payment of medical insurances described above, wherein said teacher shall pay one half of the premium for the coverage in effect at the time of said retirement through their 60<sup>th</sup> year. When a retired teacher described above reaches age 61 (date of birth) or a teacher elects to retire between the ages of 61 and 65, the teacher may elect to continue the above-described medical insurance policies until reaching their 65<sup>th</sup> birthday. Teachers making such election shall pay 100% of the group rate then being charged to the Board of Education.

It shall be the responsibility of the teacher electing either of said medical plans of insurance to make payment of premiums at least 30 days in advance of the date upon which the Board is required to submit payment to the carrier to the Board of Education Business Office either in person or by certified mail. Individual teachers electing such plans as well as the Association agree to save harmless the Board of Education from any and all claims arising from the implementation of this retirement provision. Either of said options described above must be elected in

writing within 30 days of the date of retirement and must remain continuously in effect.

#### **WAIVER OF INSURANCE COVERAGE:**

Notwithstanding the health insurance plans described above, Dental Insurance and Vision Care above, teachers may elect to waive all Anthem Blue Cross Blue Shield coverage Vision Care, and Dental Insurance coverage in lieu thereof receive a yearly payment of twenty-five (25) percent (based on working 100% in a full time position, which shall be reduced proportionately for teachers working between 50-99%) of the Board's yearly premium cost for the appropriate coverage (individual, individual/spousal, and family). To facilitate the insurance waiver referred to in Appendix H herein, the Board shall adopt a "Section 125 Plan" as in effect as of the date set forth herein. Group Life Insurance, Long Term Disability Insurance and Early Incentive for Retirement shall not be part of any waiver of insurance coverage. This waiver shall not be available to teachers hired on or after July 1, 2015. A Teacher is not eligible for this twenty-five percent payment if his or her spouse takes insurance from the Wallingford Board of Education or the Town of Wallingford.

Teachers who wish to participate in one school year, will sign an agreement form by the previous May 15th, so as to take effect on Sept. 1st and continue for twelve (12) months through the following August 31st. Payment to those teachers waiving coverage will be made in two (2) installments by March 1 and June 15 of the school year during which the waiver has been in effect. (Such payment is subject to applicable Federal and State taxes.) A waiver may be revoked only as of Sept. 1st of any year by giving notice in writing to the Wallingford Board of Education by the preceding May 15th, except that changes in a teacher's status due to loss of spousal coverage for such reasons as death, unemployment, divorce or other equally serious circumstances, neither contrived nor controllable, and neither foreseen nor foreseeable by that teacher shall permit the teacher to revoke the waiver at any time. It is agreed that a variance in the coverage available at any particular time to that teacher and/or his/her spouse is not a circumstance allowing revocation except for total revocation by the spouse's employer of one or more group plans. The burden of proof as to the right to revoke the waiver shall be on the teacher.

It is the individual teacher's responsibility to satisfy all requirement(s) of timely notification. Neither the Board nor the Association are financially responsible for any medical bills, which result from a teacher failing to provide the required written timely notification as per this contract. Teachers who elect this waiver recognize and agree that neither the Wallingford Board of Education nor the Wallingford Education Association is responsible if such individual and his/her dependent(s) are denied re-entry or (entry) into the group medical insurance program, or if such individual and his/her dependent(s) are subject to other limitations or waiting periods. In addition, such teacher agrees that any disputes or complaints that may develop as above are not subject to the grievance procedure under the collective bargaining agreement.

Upon revocation of the waiver, coverage by Anthem Blue Cross Blue Shield or the HMO shall be subject to any regulation or policy restrictions, including waiting period, which may then be in effect. Depending upon the effective date of coverage, appropriate

financial adjustments shall be made between the teacher and the Board to insure that the prorated basis for the waiver payment was accurate.

**PART-TIME TEACHER BENEFITS:**

Teachers who work in positions on a 50% or more basis of the full-time level shall be eligible for medical insurance coverage. These teachers who work in positions on a 50% or more basis (but less than full time) shall have their premium cost share prorated in accordance with their F.T.E. status. The premium cost share for full time employees shall be applied to the percentage of the premium that is equal to the teacher's FTE and the teacher shall be responsible for the full amount of the remaining premium.