

AGREEMENT

BETWEEN

THE WATERFORD BOARD OF EDUCATION

AND

THE WATERFORD FEDERATION
OF CLASSROOM TEACHERS

2015-2018

TABLE OF CONTENTS

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

31.	Retirement Incentive	22
32.	Retirement Insurance	22
33.	Additional Retirement Incentive	25
VII.	Working Conditions	25
34.	Teacher's Responsibilities - General.....	25
35.	Preparation and Planning Periods - Teaching Load	25
36.	Staff Assignments	26
37.	Meetings and Extra Work Scheduled by Administration	26
38.	Special Faculty Meetings.....	26
39.	Duty-Free Lunch	27
40.	Class Size.....	27
41.	Classroom Collections	28
42.	Teaching Assistant Principal	28
43.	Assignment and Transfer	28
44.	Vacancy Posting Process	29
45.	Personnel Files	29
46.	Grievance Procedure	29
VIII.	Other Provisions	31
47.	Termination Notice	31
48.	Calendar.....	31
49.	Severability.....	31
50.	Part Time Teachers	31
51.	Instructional Day.....	32
52.	Types of Assignments.....	32
IX.	Reduction in Force and Recall	33
53.	Layoff	33
54.	Recall	33
	Appendix A – Supplemental Salary	36
	Appendix B – PPO Plan Design for Participating Employees.....	39
	Appendix C – HDHP Plan Design for Participating Employees	41
	Appendix D - Preventative Services Schedules for Benefits Based on Wellness Incentives....	44
	Appendix E – PPO Plan Design for Non-Participating Employees	45
	Appendix F – HDHP Plan Design for Non-Participating Employees	46
	Signature Page	49

I
PREAMBLE

1. This Agreement shall be effective from July 1, 2015 through, June 30, 2018.

II
NEGOTIATIONS

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

Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

- a. DSAP holders shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
 - b. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
 - c. DSAP holders shall have no bumping or recall rights under this Agreement.
 - d. DSAP holders are excluded from tuition reimbursement provided for by Article VI, paragraph 25.
3. Scope of Agreement. This Agreement contains the full and complete agreement between the Board and the Federation on all negotiable issues, and neither party shall be required during the term hereof to "negotiate" (within the meaning of Connecticut General Statutes, §10-153d) upon any issue.

4. Teacher Contract. Teachers shall have an initial contract upon hire and an annual salary notice thereafter. Initial contracts shall terminate on June 30th of the school year in which they are executed. Within seven (7) business days of a teacher's initial date of hire, contract signature pages shall be time and date stamped and a copy of the original will be returned to all new hires. Annual salary notifications shall be given for the subsequent fiscal year periods.
5. Job Descriptions. The Board shall make available electronic copies of the job descriptions applicable to the members of the bargaining unit on the District Intranet. Any changes, revisions, or updates to existing job descriptions will be shared with the officers of the WFCT prior to implementation.

III

RIGHTS AND RESPONSIBILITIES OF THE BOARD

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

Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Waterford Public Schools and its professional staff under governing law, ordinances, rules and regulations - municipal, state and federal.

IV **SALARIES**

8. Placement on Salary Schedule. Teachers shall be placed on the appropriate step of the salary schedule based on the following criteria:
 - a. Full credit for previous experience in private schools accredited by the State of Connecticut and public schools provided that such experience for any one-year shall have been continuous service for at least one-half of the school year. School year should be defined as the minimum number of days required for a school year under Connecticut State law. Credit for part-time teaching shall be granted provided the teaching assignment is equal to or more than one-half of a full teaching assignment established by the institution. In addition, the administration may grant credit for previous teaching experience in military dependency schools and accredited colleges.
 - b. New employees with full-time work experience other than teaching experience relevant to their assignment may be granted step placement credit up to one year for each two years of such relevant work experience. One year's credit for part-time work experience may be granted provided the work time is equal to or more than one-half of a full-time schedule. In no event shall such placement exceed step 10 of the contract. Work experience shall not be credited if eight or more years have elapsed since the ending date of such work experience and the date of hire in Waterford.
9. Salaries. Teacher salaries shall be determined in accordance with the foregoing paragraph based on the following teacher salary schedule:

2015-16 SALARY SCHEDULE							
<u>Step</u>	<u>BA</u>	<u>BA+30</u> <u>MA</u>	<u>BA+45</u> <u>MA+15</u>	<u>MA+30</u> <u>6TH Yr</u>	<u>MA+45</u> <u>6TH Yr+15</u>	<u>MA+60</u>	<u>PhD</u>
1	44,278	49,367		49,811		50,695	51,802
2	46,179	53,042		53,683		54,862	56,050
3	48,129	56,716		57,556		58,971	60,299
4	50,084	60,389		61,428		63,146	64,546
5	52,038	64,061		65,299		67,245	68,796
6	53,991	67,734		69,139		71,385	73,045
7	55,946	71,407		73,077		75,522	77,291
8	57,899	75,088		76,916		79,660	81,541
9	59,853	78,754		80,789		83,798	85,787
10	61,812	82,434		84,665		87,942	90,045
11	66,275	89,504	90,654	92,034	93,784	95,714	98,016

2016-17 SALARY SCHEDULE							
<u>Step</u>	<u>BA</u>	<u>BA+30</u> <u>MA</u>	<u>BA+45</u> <u>MA+15</u>	<u>MA+30</u> <u>6TH Yr</u>	<u>MA+45</u> <u>6TH Yr+15</u>	<u>MA+60</u>	<u>PhD</u>
1	45,177	50,369		50,822		51,724	52,854
2	47,116	54,119		54,773		55,976	57,188
3	49,106	57,867		58,724		60,168	61,523
4	51,101	61,615		62,675		64,428	65,856
5	53,094	65,361		66,625		68,610	70,193
6	55,087	69,109		70,543		72,834	74,528
7	57,082	72,857		74,560		77,055	78,860
8	59,074	76,612		78,477		81,277	83,196
9	61,068	80,353		82,429		85,499	87,528
10	63,067	84,107		86,384		89,727	91,873
11	65,344	87,714		90,143		93,692	95,940
12	67,620	91,321	92,494	93,902	95,688	97,657	100,006

<u>2017-18 SALARY SCHEDULE</u>							
<u>Step</u>	<u>BA</u>	<u>BA+30</u> <u>MA</u>	<u>BA+45</u> <u>MA+15</u>	<u>MA+30</u> <u>6TH Yr</u>	<u>MA+45</u> <u>6TH Yr+15</u>	<u>MA+60</u>	<u>PhD</u>
1	46,126	51,427		51,889		52,810	53,964
2	48,105	55,255		55,923		57,151	58,389
3	50,137	59,082		59,957		61,432	62,815
4	52,174	62,909		63,991		65,781	67,239
5	54,209	66,734		68,024		70,051	71,667
6	56,244	70,560		72,024		74,364	76,093
7	58,281	74,387		76,126		78,673	80,516
8	60,315	78,221		80,125		82,984	84,943
9	62,350	82,040		84,160		87,294	89,366
10	64,391	85,873		88,198		91,611	93,802
11	66,716	89,556		92,036		95,660	97,955
12	68,993	93,175	94,372	95,808	97,630	99,639	102,036

For placement on the BA+30/MA salary schedule, 30 semester hours must be earned in a planned program approved by the Superintendent or the Assistant Superintendent and taken at an accredited institution and must fulfill Connecticut State Department of Education educational requirements for the professional educator's certificate.

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

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

- a. Approved courses and degree programs must be from an accredited college or university or those approved in advance by the Superintendent.
- b. Courses and degree programs submitted for approval for salary reclassification must be in a planned program consisting of a series of connected courses approved by an advisor in the field of education and/or related to the teacher's assignment.
- c. Approved programs must consist of courses credited from a single university either as course credit earned at that university or courses accepted on a transfer basis for credit by the university awarding the degree.
- d. Courses must be substantive and the content and quality appropriate for graduate level courses.

- e. Classes for approved courses or programs must meet on a periodic basis in an announced location for lecture, discussion, or seminar to allow for interaction and intellectual exchanges with course instructor(s) and colleagues. Exception to the aforementioned will be given for on-line courses which will be limited to 50% of a program's total credits with the provision for prior approval by the Superintendent.
- f. Courses or programs approved for reclassification must have a planned procedure for periodic evaluation of the student's work through written assignments, written or oral examinations and/or project representative of the course content.

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

The social worker shall be placed on the MA + 30 schedule. A Masters Degree earned with a minimum of 60 credits in Speech and Language Pathology from a program leading to a State of Connecticut Department of Public Health licensure and a Certificate of Clinical Competence from the American Speech Language Hearing Association shall be recognized as "MA +30" on the salary schedule. Any teacher holding a BCBA certification (Board Certified Behavior Analyst) shall be placed on the MA + 30 salary lane.

Salaries are based upon a one hundred eighty-two (182) day teaching year plus one day prior to the start of the school year and three (3) professional days. In those positions requiring more or less time than the one hundred eighty-six (186) day base, the salary shall be prorated on a per diem basis.

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

Effective July 1, 2008, the "BA +45, MA +15" and the "MA +45, 6th Yr. +15" salary lanes are eliminated except for those teachers in said lanes before said date.

10. Salary Payment Schedule

- a. Each professional employee covered by this Agreement shall be paid his or her annual salary in twenty-six (26) equal installments; or in twenty-one (21) installments, each equal to $1/26$ of the applicable annual salary, and the twenty-second (22nd) installment equal to $5/26$ of the applicable annual salary, or in twenty-two (22) equal installments.
- b. Election of method of payment must be made by the last school day of the prior school year except in the case of newly hired teachers, who shall elect their method of payment within the first full week of employment.
- c. If no election is made, the prior method of payment will continue in effect, or, if no election has ever been made, payment will be made in twenty-six (26) equal installments.
- d. Teachers are required to utilize an electronic direct deposit account for the receipt of their salary payments.
- e. Salary payments shall be made biweekly, in accordance with an established schedule published by the Board in advance. The first payday shall be the first Thursday on the established biweekly pay schedule following the opening of school.

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

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

- a. Tax-sheltered annuities through a bonded annuity distribution agent selected by the Board;
- b. Coreplus Federal Credit Union; Charter Oak Credit Union;
- c. Medical and dental insurance premium cost sharing;
- d. Increased retirement;
- e. United Way;
- f. Disability insurance;
- g. Section 125 and any other flexible spending accounts offered by the Board.

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

13. Agency Shop.

- a. All teachers shall, as a condition of continued employment, join the Federation or pay the Federation a service representation fee as determined annually by the Federation. The Federation shall provide each non-member with a statement of the major categories of expenditures for such purposes made in the prior fiscal year at least thirty (30) days before the commencement of the succeeding contract year, said statement verified by an independent auditor.
- b. The Federation shall establish and notify the Board in writing of the amount of Federation dues and agency fee.
- c. The Board agrees to deduct the agency fee from the salaries of all non-members.
- d. The Federation shall hold the Board and the Town of Waterford harmless against all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, action taken against the Board as a result of compliance with the provisions of this paragraph 13.

14. Supplemental Pay

- a. Teachers shall receive additional compensation above the salary scale for extra assignments in coaching and extra-curricular duties as listed in the approved supplemental salaries (Appendix A) that take place beyond working hours. When teachers are assigned to carry out the responsibilities they will be paid the salaries which are listed. All positions for extra pay will be voluntary.
- b. When openings occur in extra-curricular activities, the Superintendent of Schools will notify the staff by way of internal posting for five (5) days, where possible, prior to an external posting. All vacant positions to be filled in a given school year shall be posted prior to the end of the preceding school year.
- c. Consideration will be given to prospective candidates in the following order:
 - 1) Qualified members of the teaching staff in the building where the activity or coaching takes place.
 - 2) Qualified members of the teaching staff throughout the Waterford School District.
 - 3) Qualified persons not on the teaching staff.
- d. The Superintendent of Schools will make any final decisions on supplemental pay positions.

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

15. Supplemental Pay - Hourly. The following supplementary positions shall be paid at the rate of \$34 per hour for the 2015-16 contract year; \$35 per hour for the 2016-17 contract year; \$36 per hour for the 2017-18 contract year.

- Curriculum planning
- Summer workshop attendance

The following supplemental positions shall be paid at the rate of \$40 per hour for the 2015-2016, 2016-2017 and 2017-2018 contract years.

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

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

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

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

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

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

The Director of School Counseling shall receive between twelve (12) and fifteen

(15) days of per diem pay for work performed during the summer recess on a schedule proposed by the Director of School Counseling and approved by the administration.

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

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

V. **FRINGE BENEFITS**

17. Insurance. Each eligible bargaining unit member and eligible dependents may enroll in the following health and dental insurance plans, with the Board payment of a percentage of the fully insured premium; or if under a self-insured plan, the Board payment of a percentage of the cost of benefits defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA Transitional Reinsurance Fee) and incurred and trended claims as determined by the carrier/third party administrator. For a self insured plan, purchase and level of stop loss will be determined by the Board.

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

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

The Federation may resolve any dispute by submitting the issue to arbitration within thirty (30) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan/carrier/administrator. The arbitrator shall have

experience in insurance matters. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is the proposed insurance plan(s) substantially equivalent to the overall level of benefits in effect immediately preceding any such change?

Absent some extenuating circumstance, the Board shall not change administrators/carriers/plans more frequently than once in a two (2) year period.

- a. A Preferred Provider Organization Plan (the “PPO Plan for Participating Employees”) will be offered to participating employees in the 2015-2016 contract year eighty-one (81%) percent Board payment of the fully insured premium or if under a self-insured plan, the Board payment of a percentage of the cost of benefits defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA Transitional Reinsurance Fee), and incurred and trended claims as determined by the carrier/third party administrator with the employee paying nineteen (19%) percent. In the 2016-2017 contract year, the Board shall pay eighty percent (80%) of fully insured premium or if under a self-insured plan, the Board payment of a percentage of the cost of benefits defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA Transitional Reinsurance Fee), and incurred and trended claims as determined by the carrier/third party administrator with the employee paying twenty percent (20%). In the 2017-2018 contract year, the Board shall pay seventy-nine percent (79%) of the fully insured premium or if under a self-insured plan, the Board payment of a percentage of the cost of benefits defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA Transitional Reinsurance Fee), and incurred and trended claims as determined by the carrier/third party administrator with the employee paying twenty-one percent (21%) of the premiums. The PPO Plan for Participating Employees is described in summary form in Appendix B.
- b. A high deductible health care plan offered with a health savings account feature (the “HDHP Plan for Participating Employees”) will be offered to participating employees as a voluntary option. The Board will contribute fifty percent (50%) of the annual deductible to the participating employee’s HDHP, as described in more detail in Appendix C. In the 2015-2016 contract year, the Board shall pay eighty-six (86%) percent of fully insured premium or if under a self-insured plan, the Board payment of a percentage of the cost of benefits defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA Transitional Reinsurance Fee) and incurred and trended claims as determined by the carrier/third party administrator with the employee paying fourteen percent (14%) of the premiums. In the 2016-2017 contract year, the Board shall pay eighty-five (85%) percent of fully insured premium or if under a self-insured plan, the Board payment of a percentage of the cost of benefits defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA

Transitional Reinsurance Fee) and incurred and trended claims as determined by the carrier/third party administrator with the employee paying fifteen percent (15%) of the premiums. In the 2017-2018 contract year, the Board shall pay eighty-four (84%) percent of fully insured premium or if under a self-insured plan, the Board payment of a percentage of the cost of benefits defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA Transitional Reinsurance Fee) and incurred and trended claims as determined by the carrier/third party administrator with the employee paying sixteen percent (16%) of the premiums. For a self-insured plan, purchase and level of stop loss will be determined by the Board. The HDHP Plan for Participating Employees is described in summary form in Appendix C.

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

- c. One Hundred Thousand (\$100,000.00) Dollars employee life insurance, through a Board selected vendor. The Board shall provide annual notification to employees regarding a change in life carrier, shall post information pertaining to the life insurance carrier on the District Intranet, and shall provide information to an employee's beneficiary in the event of the death of the employee.
- d. The Board shall pay for dental insurance at a premium cost-sharing percentage equal to that it pays for the PPO Plan for Participating Employees, and the employee shall pay the remaining percentage of the cost of individual or family full-service dental plan as selected by the Board. Such dental plan shall include riders for basic benefits, additional basic benefits, periodontics, and orthodontics.

Any teacher who terminates service at the end of a complete school year, may, if the teacher elects, continue to receive the benefits in this paragraph until August 31st of that same calendar year.

SECTION 125 PLAN

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

flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

18. Insurance While on Leave. Election to have group health and life insurance continued in force for the duration of such leave on the then current basis, shall be allowed provided arrangements for the payment of the premium therefore are made by the teacher concerned in advance of the date of leave, and provided that the foregoing is acceptable to the insurance company involved.
19. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to open negotiations over an insurance plan that will reduce the cost of the plan to under the excise tax thresholds or reduces the amount of any applicable excise tax.
20. Effective July 1, 2015, the Board will implement wellness incentive programs for teachers/retirees enrolling in the health plans. Teachers/retirees enrolled in a Board sponsored health plan will be automatically enrolled in the Board's wellness incentive programs as described herein. If during the preceding calendar year, the teacher/retiree and the teacher/retiree's enrolled spouse and dependents (as applicable) participated in all applicable components of the Board's wellness incentive programs, the teacher/retiree shall be deemed a "participating employee". Dependents are not required to participate in biometric screening. If during the preceding calendar year, the teacher/retiree or the teacher/retiree's enrolled spouse or dependents (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive programs, the teacher/retiree shall be deemed a "non-participating employee". Non-participating enrollees will be offered alternative health plans and assessed additional costs for health plan coverage as described below. The Board's wellness incentive program consists of both "biometric based" and "benefits based" wellness incentive program(s). The Board shall make a designation of a teacher/retiree's status as a participating or non-participating employee on an annual basis, based on the teacher/retiree's participation in wellness incentive program requirements during the preceding calendar year. The Board shall give notice of an employee/retiree's status at least two (2) times per year on or before January 31st and on or before April 15th. For contract year 2015-2016, all enrolled teachers/retirees shall be designated as "participating employees."

A. Biometric Based Program:

Teachers/retirees and their spouses will be enrolled in the biometric based program, which will include blood testing and completion of a Health Risk Assessment by both the teacher/retiree and his/her spouse. A report will be provided to each participant summarizing the results. Coaching programs will be available to participants based on the results of the assessments.

B. Benefits Based Program:

Teachers/retirees, their spouses and their enrolled dependents twenty (20) years of age or older will be enrolled in the benefits based program, which will require participants to obtain recommended preventive care services. Preventive services shall include those services outlined in Appendix D.

C. Non-Participating Employees:

If during the preceding calendar year, the teacher/retiree or the teacher/retiree's enrolled spouse or dependents (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive programs, the teacher/retiree shall be designated a "non-participating employee". Effective July 1st following the designation of a teacher/retiree as a non-participating employee, non-participating employees shall be offered either the alternative PPO Plan described in Appendix E or the alternative HDHP Plan described in Appendix F. Notwithstanding a non-participating employee's enrollment in the alternative PPO Plan, the non-participating employee shall pay his/her premium contribution based on the applicable rates for the PPO Plan for Participating Employees described in Appendix B. Similarly, any non-participating employee who enrolls in the alternative HDHP Plan shall pay his/her premium contribution based on the applicable rates for the HDHP Plan for Participating Employees described in Appendix C. In addition, for the fiscal year following the determination of the teacher's status as a nonparticipating employee, the non-participating employee shall pay an additional one hundred dollars (\$100) per month towards his/her health insurance costs. If during the preceding calendar year, the teacher/retiree and the teacher/retiree's enrolled spouse and dependents fully participate in all applicable components of the Board's wellness incentive programs, the teacher/retiree shall be designated a "participating employee." Effective the following July 1st the participating employee shall be offered the PPO Plan for Participating Employees and the HDHP Plan for Participating Employees on the terms and conditions applicable to participating employees.

21. Effective July 1, 2015, there shall be established a "Health Care Cost Containment Committee" with three (3) members appointed by the Board and three (3) members appointed by the WFCT. The committee shall review aggregate data regarding the Board's wellness incentive programs as described herein and make recommendations regarding the design and implementation of these programs. This committee shall also be charged with creating additional voluntary wellness initiatives such as fitness challenges or other healthy lifestyle programs. Any such additional programs that involve the expenditure of funds must be approved by the Board.

VI **PROFESSIONAL BENEFITS**

22. **Personal Leave.**

- a. Up to six (6) days each year of personal absence with pay may be granted:

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

- Legal reasons;
- Religious reasons;
- Family* reasons (e.g. birth, death, marriage, illness, or graduation, attendance at a child's school related function or event); OR
- Personal**.

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

**Personal is defined as such matters that are private and sensitive.

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

- b. Leave under this paragraph shall not be used to extend holidays or vacation periods, unless approved by the Superintendent. The type of reasons for personal absences shall be disclosed on the Request for Personal Leave form. Use of personal leave shall require twenty-four (24) hour notice and prior approval of the immediate supervisor. Twenty-four hours notice is not required in emergency situations.
- c. The Superintendent may extend additional personal leave, with or without pay, or waive the documentation requirements in this article, if in his or her judgment, there are extenuating circumstances which justify such action.

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

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

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

25. Graduate Study Reimbursement. When in the judgment of the Superintendent the course for which reimbursement is requested will make a meaningful contribution to a more effective performance of the duties to which the professional staff member is assigned, then such reimbursement may be granted. Courses must be completed with a grade of B or higher. If a lesser mark is received and the teacher desires, extenuating circumstances may be explained to the Superintendent for his/her consideration. All nontenured teachers shall discuss graduate study courses with their building principal prior to submittal to the Superintendent. Courses and institutions must have prior approval of the Superintendent at least fifteen (15) days prior to the start of the course. The Board of Education will provide an annual account of Sixty-Five Thousand Dollars (\$65,000.00) and prorate the amount per semester hour in the event that more courses are completed than are budgeted.

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

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

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

for salary or for step credit unless they have taught for more than one half (1/2) of a school year. Teachers shall be allowed to buy health insurance as provided in paragraph 17.

27. Sick Leave. Teachers shall be granted annually fifteen (15) days of sick leave with full pay. The accumulation of sick leave shall be unlimited

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

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

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

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

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

The payment shall be made in the first pay period of July of the year following retirement or death. If notification is not given by that date December 1st of the fiscal year of retirement or death, sick pay shall be made payable in the first pay period in the second fiscal year following retirement or death.

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

28. Assault.

- a. When a teacher is assaulted as a result of his/her employment, the Board will pay his/her full salary, less workers' compensation payments, while recuperating without deducting from the teacher's accumulated sick leave.
- b. The Board of Education shall have the right to have the teacher examined by its physician to determine, together with the teacher's physician, when the teacher should return to work.

- c. The Board of Education shall be responsible for teacher losses as a result of an assault as follows:
 - 1) The reasonable cost of clothing or other personal property damaged, stolen or destroyed in the course of an assault, up to a maximum of three hundred dollars (\$300).
 - 2) The cost of medical, surgical or hospital services beyond those covered by workers' compensation and/or any insurance provided by the Board.

29. Sick Leave Bank.

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

Enrollment in the sick leave bank:

- a. Membership in the sick leave bank is voluntary on the part of an employee once said employee has completed two (2) years of service in Waterford
- b. Members who are eligible to participate shall notify the Human Resources department by May 31 of the school year preceding their enrollment.
- c. Members who choose to participate in the bank shall be automatically re-enrolled.
- d. Annual enrollment requires the donation of one (1) day of sick leave to the bank.
- e. Members withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member of the bank.
- f. If a member chooses to opt out of the sick leave bank, he/she must notify Human Resources by May 31 of the school year preceding their withdrawal from the sick leave bank.
- g. A member who withdraws from membership in the sick leave bank will forfeit the contributed days.

Procedure for requesting sick leave bank assistance:

- a. A member fitting the criteria set forth above requests through the Federation that the sick leave bank board activate the sick leave bank. In the event that the member is incapable of making the request due to the member's catastrophic illness, the Federation may request activation of the sick leave bank on the member's behalf.
- b. Upon the receipt of a request from the Federation to activate the sick leave bank, the sick leave bank four (4) member board, as described below, shall use the following criteria to determine eligibility of a member to receive donations and to determine the number of days to be allocated from the bank.
 - i. A member must have a catastrophic illness or injury or combination thereof, diagnosed by a physician, and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof. The four (4) member sick leave bank board may require that the documentation of said illness or injury be reviewed by a sick leave bank board-designated physician in order to access the sick leave bank. When this review results in a significant question of the diagnosis, then the sick leave bank board may require the teacher to submit to a further medical examination.
 - ii. A member must have exhausted all accumulated sick leave.
 - iii. A member seeking to access the sick leave bank shall not be entitled to any other Board sponsored paid leave, remuneration from Board sponsored disability payments, workers' compensation, and/or other such Board sponsored benefits.
 - iv. A member receiving an allocation of days from the bank must continue to pay for his/her portion of the health insurance premium.

Administration of the sick leave bank:

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

- c. Not more than Forty-five thousand dollars (\$45,000) shall be expended from this fund during any one (1) year. No more than Fourteen thousand dollars (\$14,000) shall be expended upon any one (1) employee during any one (1) year.
- d. Those employees not contributing to the sick leave bank shall not participate in it.
- e. The parties shall appoint a committee that shall meet annually to study alternative means of funding the sick leave bank.
- f. Should an alternative plan of funding be agreed to by both parties, the parties shall re-negotiate the provisions of this Article VI, Paragraph 29; provided that if the parties are not able to reach an agreement concerning revisions to this Article VI, Paragraph 29, the parties will defer any further negotiations until the negotiations for the successor collective bargaining agreement commence.

30. Sabbatical Leave.

- a. Purpose: Sabbatical leave of not less than nine (9) weeks and not more than one (1) year in duration may be granted to a teacher by the Board of Education upon recommendation of the Superintendent, the building principal and the department chairperson, if applicable, to:
 - 1) Improve the education program of the school system; and
 - 2) Stimulate professional growth of personnel.
- b. Eligibility: Seven (7) years of consecutive teaching service in Waterford prior to the start of the sabbatical year. In computing years of service in Waterford, approved leaves of absence for illness shall not be counted as years of teaching service, but shall not be considered as breaching the requirement of "consecutive" years of service. Other approved leaves of absence which do not involve full-time employment outside the Waterford school system, shall not be counted as years of teaching service, but shall not be considered as breaching the requirement of "consecutive" years of service, except that no more than nine (9) calendar years can include both such leaves and actual teaching services in Waterford.
- c. Criteria for Selection:
 - 1) Value of leave to school system.
 - 2) Quality of service.
 - 3) Type of planned college credits, type of planned research project or type of activity planned.
 - 4) Number of years service.
 - 5) Allocation of leaves among divisions of the school system.
- d. Quota: A maximum of two percent (2%) of the professional staff may be on sabbatical leave at one time; not more than five (5%) of any division; elementary,

middle school, senior high school or special services.

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

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

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

- g. Obligations.

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

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

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

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

A teacher while on leave is guaranteed:

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

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

31. Retirement Incentive.

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

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

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

c. In the event a Teacher dies prior to their anticipated retirement date the Board, at the time of Teacher's death shall issue a cash payment to the Teacher's beneficiary

as designated on the life insurance policy for said Teacher that was previously provided to the Superintendent's office.

- d. All applicants for the retirement incentive must sign a waiver before being eligible for payment under the Plan. The waiver form is available in the Superintendent's office.

32. Retirement Insurance:

- 1) Eligibility: Certain Teachers retiring at age 55 shall be eligible for a retirement incentive under the following terms and conditions:
 - i) Any teacher hired before October 1, 1993, and who has at least twenty (20) years of teaching experience, the last ten (10) of which must be in the Waterford School System, and who is eligible to collect Connecticut Teacher Retirement Benefits, and is between fifty-five (55) years old and sixty-five (65) years old at the time of retirement, will be given the option of the continuing group insurance coverage in the plans offered to active teachers after retirement to age sixty-five (65), providing the insurance carrier allows. Effective July 1, 2015, any subsidy offered by the State TRB will be applied wholly to the retiring teacher's percentage of the cost of extended coverage once it has been divided equally between the retiring teacher and the Board of Education. For example: If the total monthly individual insurance cost is \$836.00, an equal split between the Board and the retiree is \$418.00. Reduce retiree portion of cost by TRB subsidy (currently \$110); retiree monthly cost would be \$308.00, to be remitted to the Board.
 - ii) Any teacher hired between October 1, 1993 and August 31, 2004, and who has at least twenty (20) years of teaching experience, the last ten (10) of which must be in the Waterford School System, and who is eligible to collect Connecticut Teacher Retirement Benefits, and is between fifty-five (55) years old and sixty-five (65) years old at the time of retirement, will be given the option of continuing group insurance coverage in the plans offered to active teachers after retirement to age sixty-five (65), providing the insurance carrier allows. Effective July 1, 2015, any subsidy offered by the State TRB will be applied wholly to the retiring teacher's percentage of the cost of extended coverage once it has been divided as follows: sixty percent (60%) to be borne by the retiring teacher and forty percent (40%) to be borne by the Board of Education. For example: If the total monthly individual insurance cost is \$836.00, a 60/40 split between retiree and the Board equals \$501.60 retiree / \$334.40 Board. Reduce retiree portion of cost by the TRB subsidy (currently

- \$110); retiree monthly cost would be \$391.60, to be remitted to the Board
- iii) Any teacher hired between September 1, 2004 and June 30, 2012, and who has at least twenty (20) years of teaching experience, the last ten (10) of which must be in the Waterford School System, and who is eligible to collect Connecticut Teacher Retirement Benefits, and is between fifty-five (55) years old and sixty-five (65) years old at the time of retirement, will be given the option of continuing group insurance coverage in the plans offered to active teachers after retirement to age sixty-five (65), providing the insurance carrier allows. Effective July 1, 2015, any subsidy offered by the State TRB will be applied wholly to the retiring teacher's percentage of the cost of extended coverage once it has been divided as follows: seventy percent (70%) to be borne by the retiring teacher and thirty percent (30%) to be borne by the Board of Education. For example: If the total monthly individual insurance cost is \$836.00, a 70/30 split between retiree and the Board equals \$585.20 retiree / \$250.80 Board. Reduce retiree portion of cost by the TRB subsidy (currently \$110); retiree monthly cost would be \$475.20, to be remitted to the Board
 - iv) Any teacher hired on or after July 1, 2012 who retired from service with the Waterford Board of Education shall not be eligible for any Board contribution to his/her health insurance, but shall be eligible to continue health insurance as set forth below in subsection v. of this section.
 - v) In accordance with the provisions of state statute, as it may be amended from time to time, at age sixty-five (65), or subsequent to retirement from the Waterford Public Schools, a retiree may, at his/her option and provided this is allowable by the insurance carrier, purchase the health insurance package offered to active teachers or a portion thereof on a yearly basis for life.
- a. Notification: To be eligible for the benefits described in this article, notification must be given to the business office on or before December 1st of the last year of service or the next business day if December 1 falls on a Saturday or Sunday.
 - b. The Board contribution shall be made in the first pay period of June of the year of retirement in the dollar amount of the applicable Retirement Incentive specified in Article VI Section 32 above and will be made by the Board into either the 403(b) Plan for Eligible Retiring Employees or to the Retiree Medical Expense Trust Account Plan or to a combination of both plans, said determination as to which Plan shall be funded for a particular Teacher, and to the extent both are funded for a particular Teacher, then in

what amounts for each Plan, to be made by the Board (or the Board's designee) in the Board's (or the Board designee's) sole discretion.

- c. In the event the Board makes all or part of the above-referenced Board contribution specified in Article VI Section 32 above into the 403 b Plan for a Teacher then the Board's contribution to the 403(b) Plan shall be in the form of a non-elective retirement contribution that is subject to the applicable IRS annual limits for that type of contribution under Sections 403(b) and 415 of the Internal Revenue Code (e.g., for 2012, the limit is \$50,000 minus any elective deferral contribution made by the Teacher during 2012). The Board shall make its contribution to the 403(b) Plan up to the maximum limit permitted under section 415(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), for the Plan Year in which the Teacher retires, and shall contribute the remaining portion of the contribution that exceeds said limit, if any, into the 403(b) Plan in the next Plan Year and if necessary during successive Plan Years not to exceed a total of five (5) years as permitted by Section 403(b)(3) of the Code, until no excess remains and the total amount due has been contributed by the Board into the retiring teacher's 403(b) account.
 - d. No Teacher shall have the option to elect to receive all or any portion of the Board's contribution directly in cash or in another form or type of benefit elected by the Teacher.
 - e. Waiver: All applicants for the retirement incentive must sign a waiver before being eligible for payment under the Plan. The waiver form is available from the Superintendent's office.
33. The Board of Education may offer such additional voluntary retirement incentives as it may deem appropriate, after consultation with the Federation.

VII

WORKING CONDITIONS

34. Teacher's Responsibilities - General: Teachers have an obligation to satisfy teaching responsibilities which maintain the quality of the educational process.
35. Preparation and Planning Periods - Teaching Load.
- a. All teachers shall have an uninterrupted duty-free daily preparation period of at least forty-five consecutive minutes per day. At the middle and high school level, a preparation period shall consist of one instructional period per day, based on the length of student periods as they may change from time to time.

- b. Teachers shall be assigned classes requiring as few different preparations as reasonable.
 - c. If the Board configures the student instructional day as a two day/four periods per day rotating block schedule at the high school level, teachers may be assigned to teach up to six classes during the two day rotation. Teachers at the high school teaching six classes during the two day rotation on the two day/four periods per day rotating block schedule shall not be assigned a duty assignment.
 - d. If the Board configures the student instructional day as a six period day at the middle school level, teachers may be assigned to teach five classes during the six period day. Teachers at the middle school teaching five classes during the six period day shall not be assigned a duty assignment.
36. Staff Assignments: Board Policy 4114 regarding equitable assignments among the staff shall only be changed with the agreement of the Federation.
37. Meetings and Extra Work Scheduled by Administration.
- a. In addition to the meetings set forth in paragraph b. and c. below, teachers will be available to provide up to an additional two (2) working hours per week each week (outside of the defined working hours) from September through June. These hours may be scheduled by the Principal before or after regular work hours. This time may be scheduled for:
 - 1. PLC Meetings (no more than once per week, not schedule in June)
 - 2. Extra Help for Students
 - 3. Department meetings (chaired by Department Chair or designee)
 - 4. STAT meetings
 - 5. Curriculum Planning
 - 6. Other meetings in support of the educational program as determined by the administration (except for faculty meeting)
 - b. Faculty meetings may be called up to one (1) time per month, up to one (1) hour in duration. Exceptions may be made by the administration for situations necessitating immediate action in a given month.
 - c. Department Chair and Curriculum Leaders meetings may be scheduled up to twelve (12) times per year, up to one (1) hour in duration. Exceptions may be made by the administration for situations necessitating immediate action or when either the Department Chairs or Curriculum Leaders as a group recognize the need for additional meetings.
 - d. Teachers are expected to attend parent-teacher conferences and pupil evaluation conferences. Attendance at parent-teacher association/organization meetings is considered to be a professional obligation for all teachers for the back-to-school

night and any night the teacher is part of the program. In the event of a time conflict between a parent-teacher association/organization meeting and a college or university course, the teacher shall be excused by the immediate supervisor at his/her discretion from the parent-teacher association/organization meetings.

- c. The administration shall make reasonable efforts to schedule PPT meetings so as to preserve the daily teacher preparation time, considering parents and staff schedules and considering the use of after-school time.
- 38. Special Faculty Meetings. The Federation may schedule meetings during times outside of school hours when no other meetings conflict.
- 39. Duty-Free lunch. All teachers shall have an uninterrupted, duty-free lunch period of at least thirty (30) minutes. Elementary teachers shall not be assigned playground, clerical, and/or cafeteria duties as has been the practice between the parties.
- 40. Class Size. Desirable enrollment for classrooms in the Town of Waterford is as follows:

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

- a. Exceptions to the above desirable maximums shall be acceptable in, physical education, chorus, band, orchestra and study halls. If physical education, chorus, band, or orchestra sections exceed 50 students in one class, a paraprofessional shall be provided by the Board to assist the teacher.
- b. Student enrollment should not exceed by more than five (5) the maximum established.
- c. Enrollment for grade levels shall be arrived at by using the average number of students in a particular grade level in each individual school.
- d. During the course of a school year, if class size enrollment exceeds the maximum established, the Board should endeavor to correct the situation by the employment of one (1) of the following, whichever is most practicable:
 - 1) Hiring a new teacher;
 - 2) Hiring a paraprofessional;
 - 3) Reassignment of students to another classroom within the building; or
 - 4) Transfer of students to another building or class level.

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

- e. The Board shall furnish monthly enrollment figures to the officers of the Federation.
 - f. The number of students should not exceed the number of student stations in special areas such as in fine arts, science labs, technology stations, and technical education.
41. Classroom Collections. Teachers shall be responsible for such collections as assigned by the principal, but shall not be responsible for the purpose of collections for school pictures, lunch or pupil insurance programs.
42. Teaching Assistant Principal. Only a certified teacher who agrees shall be appointed to act in the place of the administrators during absences of all administrators. All teachers shall be notified via email that the Teaching Assistant Principal or other designated teacher is providing coverage in the absence of all administrators and the Teaching Assistant Principal from the building. A teacher acting as the “Teaching Assistant Principal” shall be appointed and shall receive the stipend set forth in Appendix A.
43. Assignment and Transfer: Involuntary transfers and assignments shall be made by the Superintendent of Schools in the best interest of Waterford students. When two (2) or more employees are being considered for transfer, the junior person shall be transferred, unless in the judgment of the Superintendent of Schools, such transfer would be detrimental to the best interests of Waterford students.

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

- a. Seniority -- length of continuous service in Waterford; if two or more teachers are tied in seniority, total length of teaching service will be considered.
- b. Qualifications (order to be determined based on the best interests of Waterford students).
 - Certification Status;
 - Degree status;
 - Skills and ability as determined through written evaluations;
 - Recommendations of Principal(s) and administrative staff;

- Additional course credit;
- Teaching experience.

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

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

44. Vacancy Posting Process:

1. The administration will post a district wide vacancy internally for a period of five (5) working days. External postings shall be made only after the internal posting period is completed.
2. In Building Changes in Assignment – Administrators shall make internal changes.
3. Internal staff may apply for any internal posting and shall be considered for a vacancy prior to any external candidates.
4. Teachers returning from a Leave of Absence shall be placed in a vacancy in accordance with Article 6 Professional Benefits Section 26.

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

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

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

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

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

a. Definitions.

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

b. Grievance Procedure.

- Step 1: A party in interest having a grievance shall first discuss the issue with his/her principal. If a solution is not reached, the party may proceed to step 2.
- Step 2: A party in interest with a grievance shall, within thirty five (35) calendar days of when he/she knew or should have known of the incident, present the grievance in writing to the principal and shall notify the Federation. The principal shall meet with the grievant to discuss the matter and respond in writing within ten (10) calendar days of receiving the grievance. If a solution is not reached the party may proceed to step 3.
- Step 3: The grievance shall be submitted to the Superintendent of schools within ten (10) calendar days of the response at Step 2. The Superintendent shall meet with the parties and respond to the grievance within ten (10) calendar days of receiving the grievance. If a solution is not reached the party may proceed to step 4.
- Step 4: The grievance shall be submitted to the Board of Education within ten (10) calendar days of receipt of the decision at step 3. The Board of

Education shall have thirty (30) calendar days to meet with the parties in interest and issue a written response. If a solution is not reached the party in interest may proceed to Step 5.

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

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

c. General Provisions.

- 1) Parties in interest may participate in grievance procedures without jeopardizing their standing in the school community.
- 2) The Federation shall have the right to be present at each step of the grievance procedure.
- 3) While the parties in interest may be represented by counsel, the Federation or any representative of their choosing beginning at Step 3, only the Federation may select counsel for matters submitted to arbitration under Step 5 of the grievance procedure.
- 4) All documents, communications and records germane to the processing of a grievance shall be filed separately from the personnel file of any party in interest.
- 5) The statement of grievance shall contain the provisions of the contract alleged to have been violated as well as a statement of the remedy requested. The sole and exclusive remedy for a teacher who wishes to challenge a termination or non-renewal pursuant to the reduction in force policy shall be through the procedures contained in Connecticut General Statute Section 10-151, as may be amended.

VIII **OTHER PROVISIONS**

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

48. Calendar. The school calendar shall be set by the Board after consulting with the Federation. It shall define the number of teacher working days.
49. Severability. In the event that any provision or portion of this Agreement is ruled invalid for any reason, the balance and remainder of this Agreement shall remain in full force and effect.
50. Part Time Teachers. Teachers who work fewer days than a full teacher work year will be paid on a per-diem basis using one divided by the number of teacher work days as base salary for each day worked. Teachers who work part of each day shall be paid a salary proportional to the number of hours worked of the work day. Additionally, the following special provisions apply to part-time teachers.
- a. Article IV, Section 10 Salary Payments Schedule, shall apply to part-time teachers.
 - b. Teachers employed half-time or more, hired on or before June 30, 2012, shall receive the same insurance benefits as full-time teachers.

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

Teachers employed less than half-time shall receive no insurance benefits.
 - c. Benefits under Article VI, Section 22, Personal Leave, shall be proportional to the percentage of employment rounded to the nearest tenth (1/10).
 - d. Sick leave lengths shall be proportional to the percentage of employment rounded to the nearest tenth (1/10).
 - e. Graduate study reimbursement shall be the same as for full-time teachers.
 - f. Under Article VI Section 30, Sabbatical Leave, salary payment while on leave shall be proportional to the percentage of employment rounded to the nearest tenth (1/10).
 - g. Under Article VII, Section 35, Preparation and Planning Periods, these periods shall be proportional to the percentage of employment rounded to the nearest tenth (1/10).

Teacher Work Day

51. Instructional Day. The instructional day shall be six hours and forty-five minutes for students in grades K through 12. Any increase in the instructional day for students shall not require any corresponding increase in current requirements for the teacher's usual obligation of 7 hours at school exclusive of special requirements set forth in Article 37 of this Agreement.
52. Types of Assignments. Applications will usually encompass a wide variety of purposes including experimental projects involving development of teaching methods and materials, curriculum improvement, teacher-student relationships, subject matter research in one's field or specialization, and other professional activities.

IX REDUCTION IN FORCE AND RECALL

53. Layoff
- a. The Board has the sole and exclusive right to eliminate professional staff positions consistent with what it feels is its statutory responsibilities under the Connecticut General Statutes.
 - b. Retirements, resignations, non-renewals, and terminations among the teaching staff will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of teachers.
 - c. When the Board deems it necessary to layoff professional staff members because of the elimination of their positions, a tenured teacher shall be laid off only if no other position exists held by a non-tenured teacher for which the tenured teacher is both qualified and certified.
 - d. As between tenured teachers or non-tenured teachers, the Board, within its sole discretion, shall decide which teachers shall be retained based upon the criteria outlined below. The needs of the Waterford School System with regard to the number of positions and certifications required shall be determined by the Board. Once having done so the following criteria shall apply in selecting the teachers to be terminated or non-renewed.
 - 1) Skill and ability;
 - 2) Areas of certification;
 - 3) Areas of teaching experiences; and
 - 4) Past performance.

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

54. Recall

- a. Any employee laid off pursuant to this article shall have recall rights to any position in the bargaining unit which becomes vacant and which is to be filled for which he/she is qualified and certified for a period of two (2) calendar years starting with the effective date of the layoff. All certified and qualified tenured teachers shall be recalled prior to recall of any non-tenured teachers under this Article.
- b. Any teacher recalled under this section will be returned to work in order of seniority if certified and qualified for the position. The following criteria shall be applied to determine qualifications for the purpose of recall:
 - Certification Status;
 - Degree status;
 - Skills and ability as determined through written evaluations;
 - Additional course credit;
 - Teaching experience.

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

- c. In the event of recall, the employee shall be placed on the salary schedule at the level he/she had attained at the time of termination, unless the position which the recalled teacher fills specifically pays a lesser compensation.
- d. If a teaching position within the bargaining unit becomes open during such period and a teacher on the reappointment list is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to the teacher's last address appearing on the Board of Education records, with a copy to the Federation president, prior to the anticipated date of reemployment. Any teacher so notified must contact the Superintendent's office and accept or reject any offer of appointment in writing within ten (10) calendar days from the date of the recall letter. If such teacher rejects any appointment offered or does not respond in writing within the ten (10) day period according to this procedure, the teacher's name shall be removed from the recall list and he/she shall forfeit all such recall rights.
- e. An employee who has been laid off due to reduction in staff may continue to participate in any group insurance program, in which he/she was a member, for the recall period set forth above provided he/she pays the full costs for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation. No other benefits shall be available to a laid off teacher provided, however, that a laid off teacher who is recalled shall be granted any sick leave entitlement he/she had accrued up to the point of layoff and for which he/she was not compensated.

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

APPENDIX A

<u>SUPPLEMENTARY SALARY</u>		
Position	Season	2015-18 Stipend
Football-Head-WHS	fall	\$7,115
Basketball-Boys-Varsity-WHS	winter	\$5,966
Basketball-Girls-Varsity-WHS	winter	\$5,966
Baseball-Varsity-WHS	spring	\$5,966
Field Hockey-Varsity-WHS	fall	\$5,966
Soccer-Boys-Varsity-WHS	fall	\$5,966
Soccer-Girls-Varsity-WHS	fall	\$5,966
Outdoor Track- Varsity-WHS	spring	\$5,966
Wrestling-Varsity-WHS	winter	\$5,966
Softball-Varsity-WHS	spring	\$5,966
Swimming-Boys-Head-WHS	winter	\$5,966
Swimming-Girls-Head-WHS	fall	\$5,966
Volleyball-Girls-Head-WHS	fall	\$5,966
Lacrosse-Boys-Head-WHS	spring	\$5,966
Lacrosse-Girls-Head-WHS	spring	\$5,966
Assistant Football-WHS (3)	fall	\$5,966
Cross Country-Varsity-WHS	fall	\$5,049
Golf-Head-WHS	Spring	\$5,049
Indoor Track-Boys-WHS	Winter	\$5,049
Indoor Track-Girls-WHS	winter	\$5,049
Tennis-Boys-Varsity-WHS	spring	\$5,049
Tennis-Girls-Varsity-WHS	spring	\$5,049
Assistant Wrestling-WHS	winter	\$4,589
Assistant Baseball-WHS	spring	\$4,589
Assistant Basketball-Boys-WHS	winter	\$4,589
Assistant Basketball-Girls-WHS	winter	\$4,589
Assistant Softball-WHS	spring	\$4,589
Assistant Soccer-Boys-WHS	fall	\$4,589
Assistant Soccer-Girls-WHS	fall	\$4,589
Assistant Outdoor Track-WHS	spring	\$4,589
Assistant Field Hockey-WHS	fall	\$4,589
Assistant Volleyball-Girls-WHS	fall	\$4,589
Assistant Lacrosse-Boys-WHS	spring	\$4,589
Assistant Lacrosse-Girls-WHS	spring	\$4,589
Cheerleader-WHS	fall/winter	\$4,589
Assistant Swimming-Boys-WHS	winter	\$4,128

<u>SUPPLEMENTARY SALARY</u>		
Position	Season	2015-18 Stipend
Assistant Swimming-Girls-WHS	fall	\$4,128
Freshman Football-Head-WHS	fall	\$4,128
Assistant Freshman Football-WHS	fall	\$4,128
Drama-WHS	year	\$4,128
Freshman Basketball-Boys-WHS	winter	\$4,128
Freshman Basketball-Girls-WHS	winter	\$4,128
Freshman Baseball-WHS	spring	\$4,128
Freshman Softball-WHS	spring	\$4,128
Golf-Assistant-WHS	spring	\$4,128
Department Chair-WHS (>9) (Certified)(3)	year	\$3,669
Teaching Assistant Principal (5)	year	\$3,669
Band Director-WHS (includes football pep band)	year	\$3,213
Yearbook Advisor – WHS	year	\$3,213
Department Chair-WHS (5-9)	year	\$3,213
Curriculum Leaders (19)	year	\$3,213
Director of Athletics	fall	\$3,000
Director of Athletics	spring	\$3,000
Chemical Hygiene Officer-District	year	\$2,938
Jazz Band Director-WHS	year	\$2,753
Unified Sports Coordinator-WHS	year	\$2,753
Department Chair-WHS (<5) (Certified)(3)	year	\$2,753
Dance Club-WHS	year	\$2,753
Yearbook Advisor Assistant- WHS	year	\$2,292
Student Council-CLMS	year	\$2,292
Senior Class Advisor-WHS	year	\$2,292
Intramurals-WHS	fall	\$2,292
Intramurals-WHS	winter	\$2,292
Intramurals-WHS	spring	\$2,292
Basketball-8 th - Boys-CLMS	winter	\$2,292
Basketball-8 th - Girls-CLMS	winter	\$2,292
Track-Boys-CLMS	spring	\$2,292
Track-Girls-CLMS	spring	\$2,292
Athletic Coordinator-CLMS	year	\$2,292
Student Council-WHS	year	\$2,292
Yearbook Advisor-CLMS	year	\$2,064
Soccer- Boys-CLMS	fall	\$2,064

<u>SUPPLEMENTARY SALARY</u>		
Position	Season	2015-18 Stipend
Soccer- Girls-CLMS	fall	\$2,064
Cross Country-CLMS (2)	fall	\$2,064
Wrestling-CLMS	winter	\$2,064
Drama Coach- CLMS	year	\$1,836
Video Club Advisor-WHS	year	\$1,836
DECA Advisor-WHS	year	\$1,836
Choral Director-WHS	year	\$1,836
Orchestra & Strings Director-WHS	year	\$1,836
Lancelot Advisors-WHS (2)	year	\$1,836
Junior Class Advisor-WHS	year	\$1,741
Drama Musical Director-WHS	spring	\$1,741
Musical Choreographer-Spring Musical-WHS	spring	\$1,376
Intramural Coordinator-CLMS	year	\$1,376
Sophomore Class Advisor-WHS	year	\$687
Freshman Class Advisor-WHS	year	\$687
Science Bowl-WHS (2)	year	\$687
National Honors Society Advisor-WHS	year	\$456
Honors Advisor for World Languages-WHS	year	\$456
Key Club-WHS	year	\$456
Intramurals ACE/session-CLMS (21)	TBD	\$456
Connections Staff-CLMS (10)	TBD	\$456
Elementary After School Program-GN (2)	TBD	\$456
Elementary After School Program-OSW (2)	TBD	\$456
Elementary After School Program-QH (2)	TBD	\$456

APPENDIX B

<u>PPO Plan Design for Participating Employees</u>	
Yr 1/Yr 2/Yr 3	
COST SHARE PROVISIONS	In-Network Member pays:
Office Visit Copayment	\$30/\$35/\$35 per visit
Specialist Visit Copayment	\$40/\$45/\$45 per visit
Hospital Copayment	\$250/\$300/\$300 per admission
Urgent Care Copayment	\$75/\$75/\$75
Emergency Room Copayment	\$125/\$125/\$125
Outpatient Surgery Copayment	\$200/\$200/\$200 per procedure
Lifetime Maximum	Unlimited
PREVENTIVE CARE	
Well child care :	
Birth to 12 years	No Charge
All others	No charge
Periodic, routine health exam	No charge
Routine eye exam 1 exam 2 yr.	No charge
Routine OB/GYN visits	No charge
Mammography	No charge
Hearing screening 1 exam 2 yr.	No charge
MEDICAL CARE	
Office visits:	
Primary Care	\$30/\$35/\$35 per visit
Specialists	\$40/\$45/\$45 per visit
Outpatient mental health	\$40/\$45/\$45 per visit
Prior authorization required after 40th visit	
OB/GYN care	\$40/\$45/\$45 per visit
Maternity care, initial visit	\$40/\$45/\$45 per visit
Laboratory	No charge
Diagnostic X-ray	No charge
High cost diagnostic (MRI, CAT, etc.)	\$50, max \$375 yr.
Allergy services:	
Office visits/testing	\$40/\$45/\$45 per visit
Injections - 80 visits in 3 years	No charge
HOSPITAL CARE - Prior authorization required	
Semi-private room	\$250/\$300/\$300 co-payment
Inpatient Mental Health	\$250/\$300/\$300 co-payment
Inpatient Substance Abuse	\$250/\$300/\$300 co-payment
Skilled nursing facility (120 days)	\$250/\$300/\$300 co-payment
Rehabilitative services (60 days)	\$250/\$300/\$300 co-payment
Outpatient surgery	\$200, \$200, \$200co-payment

PPO Plan Design for Participating Employees	
Yr 1/Yr 2/Yr 3	
EMERGENCY CARE	
Walk-in centers	\$30/\$35/\$35 per visit
Urgent care - at participating center	\$75/\$75/\$75 co-payment
Emergency care	\$125/\$125/\$125 co-payment
Ambulance	No charge
OTHER HEALTH CARE	
Outpatient rehabilitative services For PT, OT, ST, and Chiro. 50 visit max.	\$40/\$45/\$45 per visit
Durable medical equip. / Prosthetics	No charge
Diabetic supplies	No charge
Infertility services	State Mandate
Home Health Care	No charge
*PRESCRIPTION DRUGS	
Generic	\$5 copayment
Listed Brand	\$25 copayment
Non-Listed Brand	\$40 copayment
Mail Order	2x retail
Annual Maximum	\$2,000
Plan	Managed
OUT-OF-NETWORK SERVICES	
Calendar Year Deductible:	
Individual	\$200
Two Person	\$400
Family	\$500
Coinsurance	20% after deductible
Coinsurance Maximum:	
Individual	\$800
Two Person	\$1,600
Family	\$2,000
Cost Share Maximum:	
Individual	\$1,000
Two Person	\$2,000
Family	\$2,500
Lifetime Maximum	Unlimited

** The drug rider includes certain management features including but not limited to features such as step therapy and mandatory generic substitution.*

APPENDIX C
HDHP PLAN DESIGN FOR PARTICIPATING EMPLOYEES

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

COST SHARES	BENEFIT
	<p>In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance.</p> <p>No Referrals Required</p> <p>Deductible: \$2,000 Individual, \$4,000 Two or More</p> <p>In Network Coinsurance 100%</p> <p>Out-of-pocket Maximum \$3,000 Individual, \$6,000 Two or More</p> <p>Lifetime Maximum In-Network - Unlimited</p> <p>Out-of-Network Benefits</p> <p>Coinsurance 80% / 20%</p> <p>Out-of-pocket Maximum \$5,000 Individual, \$10,000 Two or More</p> <p>Lifetime Maximum Out-of-Network - Unlimited</p> <p>Only In-Network Benefits Illustrated Below</p>
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible

COST SHARES	BENEFIT
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

For participating employees electing the HDHP Plan for Participating Employees, the Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the first payroll date of the contract year. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

APPENDIX D

PREVENTIVE SERVICES SCHEDULES FOR BENEFITS BASED WELLNESS INCENTIVE

Preventive Physical Exams and Routine OB/GYN are required in the 2015 calendar year (January 1st – December 31st) and then according to schedule below:

Preventative Screening Requirements	*Birth to 19	Ages 20 to 29	Ages 30 to 39	Ages 40 to 49	Ages 50 Plus
Preventive Physical Exam including:	NA	1 exam every 3 years	1 exam every 3 years	1 exam every 3 years	1 exam every 3 years
Cholesterol Screening	NA	1 screening every 5 years	1 screening every 5 years	1 screening every 5 years	1 screening every 5 years
Colorectal Screening	NA	NA	NA	NA	Colonoscopy every 10 years
Routine OB/GYN Exam including: Clinical breast exam and cervical cancer screening	NA	1 exam every 2 years	1 exam every 2 years	1 exam every 2 years	1 exam every 2 years
Mammogram	NA	NA	NA	1 exam every year	1 exam every year

*Birth to Age 1 requires visits at Months 1, 2,4,6,9, and 12 per the American Academy of Pediatrics

Note: Use age as of January 1st to determine required screening for yourself, spouse, and/or children if applicable

Rates will go into effect July 1, 2016 based upon this wellness incentive.

APPENDIX E

ALTERNATIVE PPO PLAN DESIGN FOR NON-PARTICIPATING EMPLOYEES

The Alternate PPO is designed to be the same as the wellness participating copay plan. The Plan design will parallel the plan set forth in Appendix C, however, non-preventive medical services will be subject to a \$500 deductible per person with a maximum of \$1500 per family. The Out of Network deductible will also differ, and will be based on carrier recommendations.

APPENDIX F
ALTERNATIVE HDHP PLAN DESIGN
FOR NON-PARTICIPATING EMPLOYEES

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

APPENDIX F
ALTERNATIVE HDHP PLAN DESIGN
FOR NON-PARTICIPATING EMPLOYEES

COST SHARES	BENEFIT
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	
	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered

APPENDIX F
ALTERNATIVE HDHP PLAN DESIGN
FOR NON-PARTICIPATING EMPLOYEES

COST SHARES	BENEFIT
Prescription Drugs	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

For non-participating employees electing the Alternative HDHP Plan for Non-Participating Employees, the Board will contribute One Thousand Dollars (\$1,000) towards a non-participating employee's HDHP deductible if such employee is enrolled in individual coverage. The Board will contribute Two Thousand Dollars (\$2,000) towards a non-participating employee's deductible if such employee is enrolled in two-person or family coverage. The Board's contribution toward the HDHP deductible will be deposited into the non-participating employee's HSA account with the first payroll date of the contract year. The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

SIGNATURE PAGE

FOR THE BOARD OF EDUCATION OF THE TOWN OF WATERFORD

BY: Kathleen McCarty
Kathleen McCarty, Chairperson

Date: 10/23/14

FOR THE WATERFORD FEDERATION OF CLASSROOM TEACHERS

BY: Martha H. Shoemaker
Martha Shoemaker, President

Date: 10/23/14