

Between the
WETHERSFIELD BOARD OF EDUCATION
and the
WETHERSFIELD FEDERATION OF TEACHERS
AFT-CT/AFL-CIO
July 1, 2013 - June 30, 2016

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PREAMBLE

This Agreement is negotiated under Sec. 10-153 of the General Statutes of the State as amended in order to fix for its duration the salaries and such other conditions of employment as provided for herein

This Agreement contains the full and complete Agreement between the Board and the W.F.T. on all negotiated issues and supersedes all previous Agreements.

Neither party shall be required during the term of this Agreement to negotiate upon any issue covered or not covered in this Agreement except as may be required by Section 10-153f(e) of the Connecticut General Statutes.

Article 1

GENERAL

1.1 Recognition of Responsibility of the Board of Education

It is recognized that it is and will remain solely the function and responsibility of the Board to exercise the statutory obligations necessary for the operation and management of the Wethersfield Public Schools including but not limited to (a) control and regulation for the use of all property and equipment of the Board, and (b) formulation of the rules and regulations for the selection, direction, transfer, assignment, reassignment, supervision, promotion, demotion, discipline, control of attendance and general effectiveness of employees in the conduct of school affairs. The responsibilities and obligations of the Board are not subject to delegation or surrender in whole or in part; however, the same shall not be exercised in such manner as to be inconsistent with the specific terms and provisions of this Agreement.

Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded during the term of this Agreement. Nothing in this Agreement which changes any pre-existing Board policy, rule or regulation shall operate retroactively unless expressly so stated.

1.2 Recognition of the Wethersfield Federation of Teachers as the Exclusive Negotiating Representative

The Board recognizes the W.F.T. as the exclusive negotiating representative of the teachers' unit. The teachers' unit means the group of certified professional employees who are employed by the Wethersfield Board of Education in positions requiring a teaching or other certificate and are not included in the administrators' unit or excluded from the purview of Sections 10-153a to 10-153g, inclusive of the general statutes, as well as persons employed pursuant to a durational shortage area permit (DSAP).

The Superintendent of Schools, Assistant Superintendent(s), certified professional employees who act for the Board of Education in negotiations with certified professional personnel or are directly responsible to the Board for personnel relations or budget preparation, temporary substitutes and all non-certified employees of the Board are excluded from the purview of this Agreement and Sections 10-153c to 10-153g.

Article 2

GRIEVANCE PROCEDURE

The purpose of the following grievance procedure shall be to settle at the lowest possible administrative level issues which may arise from time to time with respect to the salaries and conditions of employment expressly provided for in this Agreement. The Board and the W.F.T. agree that these proceedings shall be kept as informal as may be appropriate.

Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate supervisor and/or principal and/or the Superintendent. Similarly, nothing contained herein shall limit the right of a teacher to waive a grievance without explanation at any level.

2.1 Grievance Definition

A "grievance" shall mean a complaint by a teacher that his/her rights under the specific language of this Agreement have been violated, or that as to him/her there is some misinterpretation or misapplication of the specific provisions of this Agreement or that there has been a failure to follow the established procedures of the teacher evaluation program.

2.2 Procedure

2.2.1 Timeliness is at the essence of the grievance procedure. Filing and movement dates herein specified shall be enforced except by mutual agreement in writing between the Superintendent and the grievant.

2.2.2 The W.F.T., whenever it is not acting in the role of counsel to a grievant, shall be sent copies of all grievances filed and decisions rendered. The W.F.T. has the right to be present at any hearing at any level in which it does not represent the grievant as counsel in the role of monitor of the process. Such representation shall be limited to two members of the W.F.T. and such representatives shall not take any active role in the proceedings.

2.2.3 In the event a grievance is filed after June 30th and before the opening of school in September, the filing and movement requirements at each level will be suspended until the opening of school in September at which time the requirements shall be enforced.

2.2.4 All decisions at Levels Two, Three and Four shall be in writing.

2.2.5 Grievance Levels

2.2.5.1 Level One - Informal Appeal

A teacher with a grievance shall first specify the matter to be a grievance and then shall discuss the problem with the school administrator serving as his/her immediate supervisor and/or principal with the object of resolving the matter informally.

2.2.5.2 Level Two - Appeal to Intermediate Administrator

In the event the aggrieved teacher is not satisfied with the disposition of a grievance at Level One, or in the event that no decision is rendered within three (3) school days after presentation of the grievance, the aggrieved teacher may then formally file with the Director of Human Resources, a written grievance, and such writing shall be signed and set forth specifically the act or condition in which the grievance was based in Level One. Upon receipt of the written grievance, the Director of Human Resources shall schedule a meeting within five (5) school days to discuss the grievance with the aggrieved teacher. If the aggrieved teacher desires, representation at this level may be provided by one W.F.T. representative.

2.2.5.3 Level Three - Appeal to Superintendent

2.2.5.3.1 Failing satisfactory settlement at Level Two, or in the event that no decision is rendered within three (3) school days after the meeting with the Director of Human Resources, the W.F.T. with the written permission of the aggrieved may, within five (5) school days after the meeting with the Director of Human Resources, appeal in writing to the Superintendent, and such writing shall set forth specifically the act or condition on which the grievance was based in Level One and the grounds upon which the appeal is based.

2.2.5.3.2 Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent or a designee shall meet with the W.F.T. and the grievant and a decision shall be rendered in writing to the grievant and the W.F.T. within five (5) school days of such meeting.

2.2.5.4 Level Four - Appeal to Board

In the event that the W.F.T. and/or grievant is not satisfied with the disposition rendered within the five (5) school days after the meeting with the Superintendent or a designee, the W.F.T. may file the grievance in writing with the Board. The grievance must be filed within five (5) school days after a decision by the Superintendent or ten (10) school days after the W.F.T. and the grievant have first met with the Superintendent, whichever is sooner, setting forth specifically the act or condition on which the grievance is based in Level One and the grounds upon which the appeal is based. Within fifteen (15) school days after receiving the written grievance, the Board shall meet with the W.F.T. and the grievant for the purpose of resolving the grievance.

2.3 Arbitration

2.3.1 In the event that the W.F.T. and/or grievant is not satisfied with the disposition of the grievance at Level Four, or in the event that no decision has been rendered within five (5) school days after the W.F.T. and the grievant have met with the Board, the W.F.T. may, within eight (8) school days after a decision by the Board or thirteen (13) school days after meeting with the Board, whichever is sooner, submit the grievance for arbitration.

2.3.2 The procedure for selection of the arbitrator shall be in accordance with the rules of the American Dispute Resolution Center ("ADRC"), who will serve as the arbitration agency who handles any grievance submitted to arbitration.

2.3.3 The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The arbitrator shall be bound to apply each and every term of this Agreement with equal weight.

2.3.4 The decision of the arbitrator shall be final and binding, subject to the provisions of Section 52-418 of the Connecticut General Statutes.

2.3.5 The parties to the arbitration shall pay their own respective expenses or other fees incurred by them. Any jointly incurred expenses shall be divided equally between the parties.

2.4 Class Grievance

If in the judgment of the W.F.T., a grievance affects a group or class of teachers, the W.F.T. may submit such grievance in writing signed by a W.F.T. officer to the Director of Human Resources directly, and processing of such grievance shall be commenced at Level Two. The group or class of teachers affected shall be identified in the grievance.

2.5 Grievance Miscellaneous

2.5.1 A building level grievance may be initiated at Level One or Level Two. A grievance with respect to the superintendent or his designee may be initiated at Level Three. Any grievance not presented informally at Level One within fifteen (15) school days of the occurrence of the act or condition giving rise thereto, or any grievance not presented in writing at Level Two or Three, as provided for herein, within fifteen (15) school days of such occurrence, shall not thereafter be considered a grievance under this Agreement. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved and the W.F.T. of the decision rendered and such decision shall thereafter be binding upon the aggrieved as follows. Failure of the Board or Administration to meet with the W.F.T. at Level Three or above on any grievance within the specified time limits shall permit the grievant to proceed to the next step commencing on the day following the last date on which any such meeting should have occurred under this procedure.

2.5.2 Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present at Level Three and above for the purposes of this section are defined as an aggrieved teacher or teachers, the W.F.T. representation of not more than three people and qualified witnesses. Such meetings may be held after the close of the school day.

2.5.3 Forms for filing grievance and other documents necessary under the procedure shall be provided by the Board and made available to the parties in interest and the W.F.T. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

2.5.4 The procedure set forth above shall be the sole and exclusive remedy available to an aggrieved teacher.

2.5.5 Any decision, course of conduct or other action which becomes the subject of a grievance shall not be stayed pending the processing of the grievance except with the written consent of the Superintendent or the Board.

2.5.6 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2.5.7 If legal counsel is to be a part of Level Three and above, each party will notify the other in writing at least two (2) days prior to the scheduled meeting.

Article 3

SALARY PROVISIONS

3.1 Placement on Salary Schedule

3.1.1 The initial salary of a full-time teacher is the minimum of the appropriate salary schedule plus an allowance of one increment for each year to a maximum of step 5 (unless higher placement based on years of experience is approved by the Superintendent) for the following experience:

3.1.1.1 Public or private school teaching of a continuous nature of more than ninety (90) school days of any school year.

3.1.1.2 Active full-time military service to a maximum of 2 years. More than six months military service shall be counted as a year.

3.1.1.3 Experience equivalent to teaching.

3.1.2 A teacher who has successfully completed a Master's Degree at an accredited college or university in courses approved by the Superintendent of Schools, as being related to or in the best interests of the Wethersfield School System, will be placed on the M.A. salary schedule. A teacher who has partially completed a program of 30 credit hours beyond the B.A. degree on July 1, 2001, may complete that program and be placed at the Master's Degree level. A teacher will not be placed on the M.A. salary schedule as a result of the completion of video courses, unless the Superintendent or his/her designee approved the video courses or program prior to July 1, 2007, in writing. In order for a teacher to be placed on the M.A. salary schedule as a result of the completion of online courses, the online courses must be approved by the Superintendent or his/her designee in advance, as part of a planned program. Approval of online courses shall not be unreasonably withheld.

A teacher who has successfully completed the course of study for a Sixth Year Certificate or successfully completed 30 credit hours beyond the M.A. degree at an accredited college or university in courses approved by the Superintendent of Schools, as being related to or in the best interests of the Wethersfield School System, will be placed on the 6th year (M.A. plus 30) salary schedule. A teacher who has partially completed a program of 60 credit hours beyond the B.A. degree on July 1, 2001, may complete that program and be placed at the Sixth Year/M.A. plus 30 Degree level. A teacher will not be placed on the Sixth Year/M.A. Plus 30 salary schedule as a result of the completion of video courses, unless the Superintendent or his/her designee approved the video courses or program prior July 1, 2007, in writing. In order for a teacher to be placed on the Sixth Year/M.A. Plus 30 salary schedule as a result of the completion of online courses, the online courses must be approved by the Superintendent or his/her designee in advance, as part of a planned program. Approval of online courses shall not be unreasonably withheld.

School social workers and speech and language pathologists who have completed masters degree programs of at least 60 credit hours in courses approved by the Superintendent may be placed on the 6th year salary schedule. School social workers and speech and language pathologists will not be placed on the 6th year salary schedule as a result of the completion of video courses, unless the Superintendent or his/her designee approved the video courses or program prior July 1, 2007, in writing. In order for a school social worker or a speech and language pathologist to be placed on the 6th year salary schedule as a result of the completion of online courses, the online courses must be approved by the Superintendent or his/her designee in advance, as part of a planned program. Approval of online courses shall not be unreasonably withheld.

3.1.3 Teachers who intend to complete work to be placed on the M.A. or M.A.+30 salary schedules respectively must notify the Superintendent in writing prior to February 1 preceding the anticipated placement.

3.1.4 Following completion of 30 approved credit hours of study, a teacher will be placed on the appropriate salary schedule at the subsequent September 1 or February 1, whichever is earlier, providing notification had been made prior to February 1 as specified in Paragraph 3.1.3 above.

3.2 Salary Schedules

3.2.1 The salary schedule for the 2013-14 school year:

STEP	BA/BS	MA/MS	MA/MS+30 6th Year
1	46,306	49,315	52,320
2	48,259	51,420	54,727
3	50,518	55,479	56,980
4	52,923	57,133	60,439
5	55,177	58,639	62,696
6	57,435	60,890	65,851
7	60,140	64,648	71,717
8	62,993	67,654	73,671
9	65,851	72,167	79,684
10	68,331	80,585	86,900
11		83,620	90,173

Any teacher who is not on maximum step shall advance one (1) step on the salary schedule for the 2013-14 contract year.

3.2.2 The salary schedule for the 2014-15 school year:

STEP	BA/BS	MA/MS	MA/MS+30 6th Year
1	46,306	49,315	52,320
2	48,259	51,420	54,727
3	50,518	55,479	56,980
4	52,923	57,133	60,439
5	55,177	58,639	62,696
6	57,435	60,890	65,851
7	60,140	64,648	71,717
8	62,993	67,654	73,671
9	65,851	72,167	79,684
10	69,698	80,585	86,900
11		85,292	91,976

Any teacher who is not on maximum step shall advance one (1) step on the salary schedule for the 2014-15 contract year.

3.2.3 The salary schedule for the 2015-16 school year:

STEP	BA/BS	MA/MS	MA/MS+30 6th Year
1	47,464	50,548	53,628
2	49,465	52,706	56,095
3	51,781	56,866	58,405
4	54,246	58,561	61,950
5	56,556	60,105	64,263
6	58,871	62,412	67,497
7	61,644	66,264	73,510
8	64,568	69,345	75,513
9	67,497	73,971	81,676
10	71,266	82,600	89,073
11		87,211	94,045

Teachers not on maximum shall not be advanced one step on the salary schedule.

3.3 Extra Pay Provisions

Reimbursement for members appointed to the following extra pay positions is made for those hours of work beyond forty hours of service in the assignment. The Board reserves the right to limit the number of athletic and/or non-athletic assignments a teacher may perform in a single year, provided that any such limitation shall be to no less than two such positions. The Board may limit the number of athletic and/or non-athletic assignments that a teacher may perform to no more than two simultaneous activities.

3.3.1 Non-Athletic Assignments, Ranges, Steps and Stipends, 2013-2016. Any teacher who performs the duties of two or more non-athletic assignments shall receive pay for all such assignments.

3.3.1.1

<u>Assignment</u>	<u>Range #</u>
High School	
Band Director	12
Yearbook	12
Choral Director	12
Newspaper Advisor	11
Assistant Band Director	9
Newspaper Technical Advisor	9
Student Council	8
Instrumental	7
Junior Achievement	7
Senior Class Advisor	7
Junior Class Advisor	6
Math League	6
Sophomore Class Advisor	5
Freshman Class Advisor	5
Future Business Leaders of America/DECA	5
Technology Student Assoc/Robotics Club	5
Yearbook Assistant	5
National Honor Society	5
Debating Advisor	5
Outing Club	5
Ski Club	5
FHA	5
HERO	5
Foreign Language Honor Societies	5
Science Club	5

Dramatics:	
Fall Production:	
Director	10
Technical Director	5
Staging and Scenery	3
Spring Production:	
Director	12
Assistant Director (x2)	10
Choreographer	9
Technical Director	9
Staging and Scenery (x2)	5
Costumes and Make-up	5
Coordinator of Productions:	
Spring only	9
JETS Advisor	6
Middle School	
Band Director	8
Dramatics	8
Instrumental	7
Chorale Advisor	7
Newspaper Advisor	5
Student Council	5
Yearbook	5
Elementary School	
Festival Chorus Director	5
Festival Band Director	5
Festival Orchestra Director	5
Circle of Friends	2
Diversity Club	3

Non-Athletic Steps, Ranges and Stipends, 2013-2016

<u>2013-14</u>				<u>2014-15</u>			
Range	Step 1	Step 2	Step 3	Range	Step 1	Step 2	Step 3
1	\$555	\$642	\$770	1	\$566	\$655	\$785
2	\$732	\$782	\$917	2	\$747	\$798	\$935
3	\$996	\$1,079	\$1,216	3	\$1,016	\$1,101	\$1,240
4	\$1,160	\$1,295	\$1,460	4	\$1,183	\$1,321	\$1,489
5	\$1,353	\$1,524	\$1,671	5	\$1,380	\$1,554	\$1,704
6	\$1,582	\$1,725	\$1,952	6	\$1,614	\$1,760	\$1,991
7	\$1,796	\$1,997	\$2,225	7	\$1,832	\$2,037	\$2,270
8	\$2,024	\$2,308	\$2,603	8	\$2,064	\$2,354	\$2,655
9	\$2,283	\$2,652	\$2,996	9	\$2,329	\$2,705	\$3,056
10	\$2,641	\$2,925	\$3,223	10	\$2,694	\$2,984	\$3,287
11	\$3,622	\$3,941	\$4,371	11	\$3,694	\$4,020	\$4,458
12	\$3,925	\$4,354	\$4,746	12	\$4,004	\$4,441	\$4,841

<u>2015-16</u>			
Range	Step 1	Step 2	Step 3
1	\$579	\$670	\$803
2	\$764	\$816	\$956
3	\$1,039	\$1,126	\$1,268
4	\$1,210	\$1,351	\$1,523
5	\$1,411	\$1,589	\$1,742
6	\$1,650	\$1,800	\$2,036
7	\$1,873	\$2,083	\$2,321
8	\$2,110	\$2,407	\$2,715
9	\$2,381	\$2,766	\$3,125
10	\$2,755	\$3,051	\$3,361
11	\$3,777	\$4,110	\$4,558
12	\$4,094	\$4,541	\$4,950

3.3.2 Athletic Coaching Assignments and Stipends, 2013-2016

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Head Coach for:			
Football	8,163	8,326	8,513
Basketball (Boys & Girls)	7,504	7,654	7,826
Ice Hockey	7,504	7,654	7,826
Swimming (Boys)	6,875	7,013	7,171
Gymnastics	6,875	7,013	7,171
Wrestling	6,875	7,013	7,171
Cheerleading	6,875	7,013	7,171
Track (Boys & Girls)	6,875	7,013	7,171
Soccer (Boys & Girls)	6,330	6,457	6,602
Baseball	6,330	6,457	6,602
Softball	6,330	6,457	6,602
Volleyball	6,330	6,457	6,602
Field Hockey	5,696	5,810	5,941
Swimming (Girls)	5,696	5,810	5,941
Golf	5,161	5,264	5,382
Tennis (Boys & Girls)	5,161	5,264	5,382
Cross Country (Boys & Girls)	5,161	5,264	5,382
Indoor Track	6,330	6,457	6,602

Assistant Coaches and Junior Varsity Coaches will receive 70% of the stipend of the Head Coach.

Freshman Coaches will receive 55% of the stipend of the Head Coach.

Assistant Freshman Coaches will receive 40% of the stipend of the Head Coach.

3.3.3 Intramural Supervisors

Members of the teachers' unit employed as intramural supervisors will be paid at the following rate: \$2,173 per assignment for the 2013-2014 school year and \$2,216 per assignment for the 2014-15 school year and \$2,266 per assignment for the 2015-16 school year.

3.4 Substitute Teachers

The Board agrees that it will use the substitute service (currently Kelly Services) only for coverage of teachers' absences and teachers' leaves of absence of any kind and of any duration.

3.5 Activities Outside the Work Day/Work Year:

Where feasible as determined by the Administration, the Administration will schedule curriculum revision work to occur outside the teacher work day and/or teacher work year. Where such work occurs outside the teacher work day and/or teacher work year, the teachers involved will be compensated for such work at the rate set forth in Section 3.5 of the contract. If it is not feasible to schedule such curriculum revision work to occur outside the teacher work day and/or teacher work year, the Board will provide release time during the teacher work day for such work, with no additional compensation for such work.

If teachers choose to participate in any of the following activities they will be paid at the indicated hourly rate.

Hourly Rates For:	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Attending professional development activities:	\$32.48	\$33.13	\$33.88
Leading professional development activities (hourly rate plus .5 hours for each hour):	\$32.48	\$33.13	\$33.88
Writing curriculum:	\$33.54	\$34.21	\$34.98
Extended day, Summer School, Homebound	\$34.59	\$35.28	\$36.07

Participation in activities described under Section 3.7 of the collective bargaining agreement that occur outside of the work day/work year are at the discretion of the teacher.

3.6 Leadership Positions

Should the Board desire to implement any leadership positions in the future the Board will negotiate with the WFT regarding terms and conditions for such positions.

3.6.1 Curriculum Specialists

The Board may promote members of the teachers' unit to serve as Curriculum Specialists.

The Curriculum Specialists will work the contract year for teachers as defined in Article 6.2 of the collective bargaining agreement and an additional seven (7) days to be determined by the Superintendent.

The work day of the Curriculum Specialists shall be in accordance with Article 6.3 of the collective bargaining agreement.

The Curriculum Specialists will not normally perform duties in accordance with Article 6.9 of the collective bargaining agreement in any of the six (6) assigned schools.

The Curriculum Specialists are placed on the appropriate track and step of the salary schedule as defined in Article 3.2 of the collective bargaining agreement;

The Curriculum Specialists are compensated at their per diem rate for the additional contracted seven (7) days.

The Curriculum Specialists will be appointed to a two year term. During such term, Curriculum Specialists will be subject to removal only for just cause. At the end of each two year term, the position(s) shall be posted, and the current Curriculum Specialists may reapply for the positions.

Article 4

EMPLOYEE BENEFITS

4.1 Insurance Coverage - Basic Program

In each case where the name of a particular company or a specific plan has been used in this section, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or with any specific plan. The Board may change insurance carrier(s) provided that the benefits, coverage and administration of the new plan is substantially equal to the benefits, coverage and administration of the current plan. Any such change shall be made in accordance with the following procedure. Except as any such change may be made by mutual agreement of the parties, the Board shall notify the Federation at least ninety days prior to the implementation of any change in carrier(s), including a copy of the proposed new insurance plan. If the Federation agrees to such change, it shall notify the Board in writing within forty-five days of such notification. If the Federation objects to such change, it shall notify the Board in writing within forty-five days of such notification, and it shall submit the matter to impartial arbitration in writing in accordance with Level Four of the Grievance Procedure within ten days of providing such notification. The Board shall not implement the insurance change until the arbitration decision is rendered, and then only consistent with, and to the degree permitted by, the arbitration award.

All teachers covered by this Agreement shall be eligible to participate in the Board sponsored insurance program which covers themselves and their dependents. The Board will adopt an Internal Revenue Code Section 125 "premium conversion" Plan for member premium contributions and a flexible spending account plan. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

The Board shall provide teachers with the Anthem Blue Cross and Blue Shield Century Preferred PPO Plan and an alternative High Deductible Health Savings Account Plan as agreed to by the parties.

Wellness Program: Each of the health insurance plans set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If a teacher and/or the teacher's enrolled dependents do not agree to participate in the wellness program and do not actually fulfill all applicable requirements of the wellness program plan for a plan year, the teacher shall pay, in addition to the premium contributions set forth in this Article, an additional five percent (5%) of the annual premium costs for insurance coverage for that plan year.

4.1.1 Century Preferred PPO Plan

The current PPO plan shall be modified to include the following co-payments:

	Current	2013-14 and 2014-15	2015-16
Office visit	\$20	\$30	\$35
Outpatient	\$50	\$100	\$150
Inpatient	\$200	\$325	\$425
ER	\$75	\$125	\$150
Urgent care	\$75	\$100	\$125
Prescription	\$10/\$25/\$40, 2x retail for mail order (90 day supply)	\$15/\$30/\$45, 2x retail for mail order (90 day supply)	\$15/\$30/\$45, 2x retail for mail order (90 day supply)

Except as otherwise provided in this Article, the employee premium cost share for the PPO plan shall be:

2013-14	19.5%
2014-15	20.5%
2015-16	21.5%

4.1.2 The HSA Plan

The HSA Plan shall be optional for all employees hired prior to July 1, 2013. The HSA Plan shall be the core insurance plan for all teachers hired on or after July 1, 2013. For any teacher hired on or after July 1, 2013 who wishes to enroll in the PPO Plan, the Board will pay

the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the HSA Plan for a teacher enrolled at the same coverage level. The teacher shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO Plan.

Effective July 1, 2013, the HSA plan will have the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2000/4000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$2000/4000
Cost Share Maximum (individual/aggregate family)	\$2000/\$4000	\$4000/8000
Prescription Drug Coverage	Treated as any other medical expense	

The HSA shall have deductibles of \$2,000/\$4,000 with Board contributing 50% of the deductible as follows:

\$1,000/\$2,000

The Board's contribution toward the HSA deductible will be deposited into the HSA accounts, on or before July 10. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Except as otherwise provided in this Article, the employee premium cost share for the HSA plan shall be:

2013-14	15.5%
2014-15	16.5%
2015-16	17.5%

4.1.3 Life Insurance

The Board of Education shall pay the cost of life insurance for an individual in the amount of one times salary, rounded to the nearest thousand dollars.

4.1.4 Dental Insurance

The Board of Education shall provide Blue Cross Full Service Plan for Dental Care, including Rider A (additional basic benefits), Rider B (prosthodontics), Rider C (periodontics), and Rider D (orthodontics).

4.1.5 Vision Care Rider

The standard Anthem Blue Cross/Blue Shield vision care rider shall be offered.

4.1.6 The Board shall make available to teachers standard long-term disability coverage with the employee assuming the full cost of the premium through payroll deduction. This program shall provide a benefit of 60% of salary not to exceed \$4,000 per month. This benefit shall be non-taxable. The program shall have a 90 day waiting period and shall require that all unused sick days be exhausted before the program becomes effective.

4.2 Insurance for Retiring Members

4.2.1 Employees of the Board of Education who retire, during the term of this contract and receive pension benefits under the State Teacher Retirement Fund are eligible to receive the following benefits:

4.2.1.1 \$2,000 Life Insurance, paid by the Board, until age 65.

4.2.1.2 The health insurance plan in effect for current members in the bargaining unit, with the participating retirees paying the cost of their post-retirement health insurance at the same contribution rates as active members. The retiree contributions will change with the contribution rates paid by active employees. Notwithstanding the foregoing, the Board's contribution toward the premium costs for such insurance shall be subject to a maximum payment of seven thousand five hundred dollars (\$7,500) per year for each eligible retiree, with the retiree paying any excess in such costs over seven thousand five hundred dollars (\$7,500).

Employees hired after July 1, 2001 but before July 1, 2007 shall be eligible for this benefit only if they have fifteen years of service at the time of retirement. Employees who are hired after July 1, 2007 shall not be eligible for this benefit.

4.2.2 Retirees shall pay their portion of the health insurance premium on a quarterly basis in advance.

4.2.3 The above employee health plans listed in Article 4.2.1.2 will continue until age 65 at which time they will cease, and other applicable programs for persons 65 and older will become effective.

The individual will pay Medicare - Plan B directly. The Board will reimburse the individual twice a year by voucher check - said amount shall be charged to group insurance.

Section 4.2.3 shall be eliminated from the contract, effective June 30, 2016.

4.3 Retirement Allowance

Section 4.3 shall apply only to employees hired prior to July 1, 2013. Subject to the condition set forth below, members of the teachers' unit with fifteen (15) or more years of experience in Wethersfield will be eligible upon retirement from public school teaching under the Connecticut Teachers Retirement System for a payment of ten percent (10%) of their last annual salary.

Such payments shall be made in two equal installments, in accordance with the following schedule, provided that the teacher has given the Superintendent written notice of retirement at least one (1) calendar year prior to the effective date of retirement:

On or about the July 1st immediately following the effective date of the teacher's retirement: 1st installment (One-half of total payment due to teacher)

On or about the following July 1st: 2nd installment (Remaining One-half of total payment due to teacher)

In the event that the teacher has not given written notice of retirement to the Superintendent at least one (1) year in advance of the effective date of retirement, the payments set forth above shall be delayed by one calendar year.

4.4 Reimbursement for Course Work

Upon satisfactory completion of a course and submission of proof of payment, certified professional employees covered by this Agreement shall be reimbursed by the Board for up to \$1,250 per school year. Payments for such coursework shall be made only under the following conditions:

4.4.1 The course must be taken at an accredited college or university. Video courses shall not be subject to reimbursement under this article.

4.4.2 The course must be a graduate level course in a course of study for the master's degree, the sixth year degree or the doctorate in a course directly related to the teacher's assignment or to education, as approved by the Superintendent.

4.4.3 The teacher must be certified and either have successfully completed the requirements for the State Department of Education's TEAM Program (as may be modified from time to time) or be exempted from participation in such program.

4.4.4 The course shall have the prior written approval of the Superintendent or his designee. Funds to pay the related reimbursement shall be encumbered as courses are approved.

4.4.5 Reimbursement shall be made following the satisfactory completion of the course with a grade of B or better.

4.4.6 The coursework shall be related to the teacher's assignment or the needs of the school district.

4.4.7 The Board shall be limited in the amount expended in tuition reimbursements in each school year. The Board shall expend no more than a total of \$45,000 for tuition reimbursement. When verification of satisfactory completion of a summer course that has been approved by the Superintendent or his/her designee for reimbursement is received by the Board between the dates of July 1 and August 27, the amount of that course reimbursement shall be counted toward the course reimbursement allocated for the school year that starts immediately following the summer in which the course was taken.

Upon the written request of the Federation, a quarterly statement of this account will be provided to the Federation.

4.4.8 Applications for course reimbursement of courses to be taken in the fall semester and verification of satisfactory completion of those same courses must be submitted to the Human Resources office by February 1 of school year in which the courses were taken. Applications for course reimbursement of courses to be taken in the spring semester and verification of satisfactory completion of those same courses must be submitted to the Human Resources office by June 15 of school year in which the courses were taken. If circumstances beyond the control of the teacher warrant, and evidence of such circumstances can be provided, these deadlines shall be reasonably extended.

4.5 Adult Education Benefit

Members of the teachers' unit will be eligible to take course in the Wethersfield Adult Education Program at the tuition rate charged to Wethersfield residents.

Article 5

ABSENCE PROVISIONS

5.1 Sick Leave

All members of the professional staff are eligible for benefits of a Sick Leave Plan which meets statutory requirements and provides for continuation of income during periods of disability due to illness, pregnancy, or injury.

5.1.1 Sick Leave may be applied only to absence caused by personal illness or disability of member or quarantine because of contagious disease in the household in which a member resides.

5.1.2 Sick Leave benefits for disability which do not qualify for weekly indemnity under Worker's Compensation Law of the State of Connecticut or any similar law shall be equal to the base salary or the percentage of base salary being paid to the member as of the date disability is incurred.

5.1.3 When absence of a member is caused by disability for which weekly indemnity benefits are provided under Worker's Compensation or any similar law, Sick Leave shall be used, to the extent available, on a pro rata basis to provide a benefit equal to the difference between such weekly indemnity benefits and the member's base salary.

5.1.4 Teachers will be credited with fifteen (15) days of income protection during a contract year because of personal illness, cumulative to a maximum of the teacher contract year. If a teacher exhausts all available paid sick leave, the Board may elect to extend his/her paid leave at its discretion.

5.1.5 After more than five (5) consecutive school days of absence, a medical certificate from a physician may be required before the employee can qualify for the income protection provisions of this article.

5.1.6 Routine physician's appointments of employees, as opposed to emergency physician's care, do not qualify for Sick Leave.

5.1.7 Hospital out-patient appointments of employees, which cannot be scheduled during off working hours, shall qualify for Sick Leave.

5.1.8 Income protection granted because of illness will cease upon the commencement of any leave of absence without pay.

5.1.9 Employees are not entitled to compensation for accumulated Sick Leave days upon retirement, or when leaving the employment of the Board for any reason.

5.1.10 A regular audit will be made of employee absence.

5.1.11 Employees will be required to register their absences using the district's designated reporting system.

5.2 Sabbatical Leave

Each teacher who has completed seven (7) consecutive years of service in the public schools of Wethersfield is considered eligible to apply for Sabbatical Leave.

5.2.1 Sabbatical Leave may be granted for study for one year or for one-half year.

5.2.2 Sabbatical Leave, if granted, will be only for those days during which the approved course of study is being pursued.

5.2.3 After review of a member's application for Sabbatical Leave, which must be made prior to February 1 of the year preceding the requested leave, the Superintendent will forward the request with a recommendation to the Board. The Board will notify the member of acceptance or rejection of the request by May 1.

5.2.4 During Sabbatical Leave, a member will be paid at a rate equivalent to one-half (1/2) of the base salary in effect when the member begins the Sabbatical Leave. Upon return from Sabbatical Leave or for any full time work performed for the Board, the teacher will be paid at full daily rate of pay. The assignment of such teacher shall be at the discretion of the Superintendent and shall carry professional responsibilities.

5.2.5 Salary increments will be awarded to anyone on Sabbatical Leave and salary payments adjusted accordingly.

5.2.6 In the event that completion of the approved professional objectives of the Sabbatical Leave is made impossible by illness or injury, benefits under Sick Leave provisions will be afforded at full pay.

5.2.7 No more than three (3) members may be awarded Sabbatical Leave during any one school year.

5.2.8 A member who has been granted a Sabbatical Leave, shall, upon completion of the leave, continue to serve in Wethersfield schools for a minimum period of one year.

5.3 Authorized Absence

5.3.1 Up to two (2) full days (or four (4) 1/2 days) of absence will be permitted in each year without loss of pay. Except in an emergency, requests for absence under this provision should be made in advance to the Principal. If evidence exists that excessive absences might be expected on a given day, limitations may be placed upon the number of individuals to whom this time off may be granted on that particular day. A request to utilize a day under this section on a day that would extend a school holiday or vacation may be granted in extraordinary circumstances at the discretion of the Superintendent or designee.

5.3.2 A maximum of three (3) paid absences per year may be granted by the Superintendent to a teacher for reasons that the Superintendent considers sufficient to warrant the teacher being excused from normal teaching duties. Personal leave days shall not be used for the purpose of extending school holidays and vacations, except in case of documented travel emergency which prevents attendance on the first school day following a school holiday or vacation.

5.3.2.1 The teacher must request such authorization in writing in advance and must state the reason(s) for the request, except in emergencies over which the teacher has no control in which case the reason(s) must be submitted within two (2) school days after such absence.

5.3.2.2 Paid authorized absences for emergencies are not limited to a specific number of days for specific reasons.

5.3.2.3 Appropriate request for such authorized absence including, but not limited to professional leave, legal requirements beyond the scope of the teacher's ability to schedule (excluding jury duty which is authorized separately from this provision), family wedding (sibling, child, parent), illness of teacher's child whenever alternate care is unavailable, or sudden unforeseeable unavailability of child care.

5.3.3 A teacher may request and the Superintendent may at the Superintendent's discretion grant authorized absence without pay up to thirty (30) days. Requests for authorized absence without pay in excess of thirty (30) days will be forwarded to the Board together with a recommendation from the Superintendent for the Board's action. Deductions from salary shall be at the teacher's daily rate of pay.

5.3.4 Bereavement Leave. In case of death in the immediate family (spouse, brother, sister, parent, spouse's parent, child or other member living in the same household), a teacher may receive up to four (4) days of leave with pay, per incident, in a year upon application to and approval of the Superintendent or his/her designee. Upon request, the Superintendent or his/her designee, in his/her sole discretion, may grant an employee additional days of bereavement leave or may permit an employee to use his/her bereavement leave for the death of an employee's grandparents, brother-in law, sister-in law, nephew or niece, aunt or uncle.

5.4 Military Leave

Each certificated employee of the Board, who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by Section 27-103 of the General Statutes, shall be entitled to absent himself/herself from duties or service while engaged in required field training in such reserve corps if the Superintendent is unsuccessful in getting the member excused after timely notification to him/her by the member. No employee shall be subjected by any person, directly or indirectly, by reason of such absence, to any loss or reduction or vacation or holiday privileges or be prejudiced by reason of such absence with reference to promotion or continuance in office or employment or to reappointment to office or to reemployment. While engaged in such training, each employee who is a bona fide member of the reserve corps of any branch of the armed forces shall receive the difference between his/her compensation for military activities and his/her salary or compensation as such employee, provided, if his/her compensation for military activities exceeds the amount due him/her as such employee, his/her military compensation shall prevail. The period of absence in any calendar year shall not exceed thirty (30) days.

5.5 Compulsory Jury Duty

Unlimited leave with full pay (less amount paid for jury service) will be granted a member if the Superintendent is unsuccessful in getting the member excused after timely notification to him/her by the member.

5.6 Childrearing Leave

A tenure teacher shall be entitled to an unpaid leave of absence for childrearing purposes provided such teacher shall make a written request to the Superintendent at least sixty (60) days prior to the anticipated arrival of the child. The request may be withdrawn in the event the pregnancy is terminated or the child does not survive the teacher's disability. Childrearing leave may be utilized for adopted children.

Such leave shall continue for the balance of the school year during which the child was born or adopted, and upon written request submitted by the teacher by May 15, may be extended at the discretion of the Superintendent the entire next school year.

Full year employment credit shall be granted for a teacher who completes ninety (90) school days of teaching during the school year in which childrearing leave is granted. Teachers returning from childrearing leave at the start of the first school year after the year in which the leave began shall have the same right to a position as they would have had if the leave had not occurred. Teachers who return at the start of the following school year shall be placed in any vacant position for which they would be eligible under the contractual reduction in force procedures. If no such position exists, such teachers shall be placed on a recall list as if they had been laid off.

Teachers shall provide written notification of their intent to return from such leave by March 1st of the year prior to the end of their childrearing leave. Failure to provide such written notification shall operate as a resignation of employment. All teachers on childrearing leave shall

be provided with a written reminder of such policy by certified mail return receipt requested by February 1st.

5.6.1 An employee has the right to childbearing leave for the period of disability in connection with the birth of a child. That period of disability is generally presumed to be six (6) weeks from the date of delivery, unless the actual period of disability in a particular case is different, as verified by medical documentation. Such leave is with pay to the extent that the teacher has accumulated sick leave sufficient to cover such leave. Further unpaid childrearing leave may be provided for eligible teachers in accordance with the provisions of Article 5.6.

5.6.2 Primary caregiver parents who are adopting a child will be entitled to ten (10) days of paid leave in connection with the adoption process. Such days will be in addition to the personal leave days that teachers may take upon the adoption of a child under Section 5.3.1 of the contract, to the extent that they have not used such personal leave days for other purposes.

Article 6

RESPONSIBILITIES OF TEACHERS

6.1 The Board and the W.F.T. recognize and agree that the teachers' responsibility to the school system, their students and their profession entails the performance of duties and expenditure of time beyond classroom hours, but that the teachers are entitled to regular time and work schedules on which they can rely and which will be fairly and equitably maintained. Any performance of duties and expenditure of time beyond the regular work day, by other than guidance counselors and/or special service personnel, are left to the professional discretion of the teachers except in emergencies or except for the open house provision (6.6.3).

6.2 Contract Year

The contract year for teachers (other than new employees) will end no later than June 30, during which period the Board shall schedule 192 days for teachers new to the system and 187 days for returning teachers. After consultation with the Federation, each year prior to June 1 the Board shall schedule 182 of these work days for the coming school year for instructional purposes and five of these work days in the coming school year for non-instructional purposes.

The five non-instructional days shall include at least one teacher workday prior to the first day of school and a minimum of three days dedicated to professional development.

Four early release days to include the day before Thanksgiving, the last day of school and two additional early release days to be scheduled in consultation with the WFT.

Four early release days to be followed by parent-teacher conference sessions, in-service activities, or open house programs. Additional early release days to be scheduled at the Board's discretion.

6.3 Work Day

6.3.1 The work day of all members shall normally commence twenty minutes before the regular school day (as defined by Board policy) and shall normally end thirty minutes after the close of the regular school day, as defined by supra provided that the teachers fulfill their responsibilities for assisting students after school and for the discharge of the professional requirements of their positions including the supervision and direction of students.

6.3.2 In cases of required evening programs for guidance counselors and other personnel, a total of two (2) days of compensatory released time per year will be provided. Compensatory time may not be used to extend a holiday or school vacation period. Evening programs will be formulated by the Superintendent in consultation with personnel involved..

6.3.3 The Superintendent, through his designated representatives, shall have discretion in the flexible execution of the work day provision.

6.3.4 In-Service activities on early release days shall be up to three hours in duration.

6.3.5 The work day of all members on the days school is not in session shall be of the same duration as the days schools are in session (see Article 6.3.1).

6.3.6 If the Board or Superintendent increases the teacher work day beyond seven hours and ten minutes, the parties agree that the economic impact of said increase in the teacher work day shall be subject to negotiations between the parties in accordance with the provisions of Conn. Gen. Stat. Section 10-153f(e). If the Board or Superintendent assigns an individual teacher to a work day in excess of seven hours and ten minutes, and such individual teacher agrees to such increase in the work day, the teacher will be provided, at the Board's discretion, either with pro rata compensation or compensatory time for the extra hours worked, to be scheduled by the teacher subject to the approval of the Superintendent or his/her designee, which approval shall not be unreasonably withheld.

6.4 Preparation Periods

6.4.1 Secondary teachers shall receive no less than five preparation periods per week.

6.4.2 All elementary (grade K-6) teachers shall be scheduled for not less than one hundred and eighty (180) minutes of preparation time each week, in addition to their duty free lunch period. If an elementary teacher is required to teach during a scheduled preparation period because of the lack of a substitute teacher for an absent specialist, he/she shall receive compensatory preparation time within ten (10) school days or be allowed to leave school at the close of the regular school day releasing the teacher from the required 30 minutes after the close of the school day.

6.4.3 A preparation period shall be defined as time primarily devoted to related activities affecting teacher readiness and preparation of classroom instruction. The

administration shall make their best efforts to ensure that this time shall not occur in increments of less than thirty minutes for regular classroom teachers. This time may be used occasionally to schedule Planning and Placement Team meetings.

6.4.4 Only in emergency shall other duties be assigned during preparation periods, these to be assigned on a rotating basis.

6.5 Duty-Free Lunch Period

6.5.1 Elementary school teachers shall have a daily duty-free lunch period at least equal to the length of the students' lunch, but not less than thirty (30) minutes. One teacher, assigned on a rotating basis, shall be available to assume emergency duties as needed. The Board will continue to provide lunch room aides for elementary cafeteria and playground duties during the school year.

6.5.2 Secondary school teachers shall have a duty-free lunch period equivalent to the length of the students lunch period.

6.6 Teacher Meetings

The parties recognize the importance of time for teachers to work collaboratively in order to enhance the district's educational program. The parties therefore agree that the Administration shall have the right to schedule up to thirty (30) minutes of time per week after student dismissal (but within the contractual teacher work day) for teachers to engage in collaborative work as designated by the Administration.

6.6.1 Annually, teachers shall be required to attend no more than thirty (30) meetings which extend beyond the work day. No more than four (4) such meetings per calendar month shall be required. The duration of such meetings normally shall not exceed sixty (60) minutes beyond the regularly scheduled work day.

6.6.2 The agenda for each meeting will be published and distributed in advance when circumstances permit.

6.6.3 Teachers will participate in their school's evening open house program unless specifically excused by their principal.

6.6.4 The procedure for the assignment of teachers to committees at Wethersfield High School shall be:

- a. In the spring, the high school principal shall provide teachers with an opportunity to express interest in serving on committees, as such committees are established for the coming school year.

- b. After receiving responses from teachers, the high school principal shall make committee assignments for the coming year so that committee assignments are equitable and representative of the various departments at the high school.

6.6.4.1 The parties agree that attendance at meetings of such committees beyond the end of the scheduled work day for teachers is not required, and Section 6.6.1 of the Agreement shall not apply to meetings of such committees.

6.6.4.2 The parties further agree that this procedure is without prejudice to the position of either party regarding the right of the Administration to make committee assignments at Wethersfield High School.

6.7 Substitute Teachers

6.7.1 The Board shall make every effort to provide substitute teachers for absent classroom teachers.

6.7.2 The Board shall make every effort to provide substitute teachers for absent special service personnel and elementary school reading specialists when their absences exceed three consecutive days.

6.7.3 Regular staff members shall not be asked to substitute for absent members of the teachers' unit except in emergencies.

6.7.4 Music, Art, and Physical Education teachers at the elementary level shall be required to place on file with the building principal at least two emergency lessons of a type that might be taught by a non-specialist.

6.8 Student Teachers

Each member of the teachers' unit shall have the right to accept or reject a student teacher or student observer.

6.9 Non-teaching Duties

When non-teaching duties are assigned within a particular school, they shall be equitably distributed among staff members at that school, or on a rotation or other reasonable basis. Elementary Principals shall use best efforts to ensure that elementary teachers are not scheduled for more than one (1) non-teaching duty per day, including but not limited to bus duty, recess duty, cafeteria duty. At the secondary level, the number of non-teaching duties per week shall not be greater than the number of classes, including labs, that a teacher is assigned.

6.9.1 Non-teaching duties shall be defined as time scheduled by the administration that a teacher spends supervising students that does not require

planning, instruction and/or assessment. This provision excludes activities such as field trips and assemblies.

6.10 Schedules

A master schedule of classes and a schedule of assigned duties shall be maintained by the high school and middle school principals, with any changes noted as they are made. Such schedules shall be available for inspection upon request.

6.11 In the event that a teacher is asked to teach a sixth class at the middle or high school levels, the teacher shall receive a stipend of \$4,000 for each semester he/she teaches such sixth class and shall be relieved of non-teaching duties for that semester. Such assignments shall be voluntary and shall be limited to no more than three such assignments at a time per department. Where more than one teacher is interested, the Board will select the most senior qualified teacher for the assignment.

Article 7

NUMERICAL STAFFING ADEQUACY

7.1 The Board of Education will employ at least 55 certificated professional employees (defined as members of the teachers' unit) per 1,000 students. While there is no universal agreement on what constitutes an ideal class size in every situation, it is the Board's intention to provide such teaching and other supportive professional personnel, as are necessary to make possible effective teaching and learning.

7.2 When the teacher-pupil ratio (other than one involving team teaching, individualized instruction, experimental or pilot programs, and secondary classes meeting twice a week) exceeds 30 students in Grades K-6 or when the combined total in the teachers' regular classes at the secondary level exceeds 140 students, the building principal will review the educational progress of the students involved in situations exceeding these guidelines at the teacher's request. If in the opinion of the building principal the teacher-pupil ratio appears to be a detriment to the educational progress of the students or to their safety, consideration will be given to a recommendation to alleviate the situation.

Article 8

ASSIGNMENTS, TRANSFERS AND PROMOTIONS

8.1 Teaching Assignments and Transfers

Teachers shall be notified in writing with reasons stated of any changes in assignment of school, grades, subjects and/or courses they will teach and assignment to special programs for the ensuing school year. This will be done no later than June 15th provided that in the event of a

change in circumstances or conditions during the months of June through August (e.g. resignations, etc.) such assignments may be changed as required to meet the situation. This notification after June 15th will also be in writing with reasons stated. Teachers who are involuntarily transferred shall be entitled to a meeting with the Superintendent and/or his/her designee at which time the reasons for the transfer shall be discussed. Any teacher objections to the transfer will be given reasonable consideration. Absent unusual circumstances, such meeting will be held before June 15th. Any teacher who has a change in a course assignment that he/she is

- teaching at Wethersfield High School will be notified in person by either the Department Leader or a building administrator.

8.1.1 Each teacher wishing to be transferred to another school or position shall file such a request with the Superintendent no later than February 1st.

8.1.2 Such teacher's name shall be placed on file for one year.

8.1.3 The number of years experience in the Wethersfield Public Schools shall be a consideration in determining assignments and transfers.

8.1.4 Teachers who are assigned to more than one school shall be accorded a reasonable amount of travel time as determined by the Superintendent.

8.1.5 In making assignments within departments, the administration shall consider teacher preferences along with other factors.

8.2 Summer School and Adult Education Teaching Vacancies

In filling teaching vacancies in the summer school and adult education programs, the number of years experience in the Wethersfield Public Schools for currently employed teachers shall be a consideration in making appointments.

8.3 Schedule Changes

Changes in the yearly master schedule will be made in consultation with the staff involved.

8.4 Promotions

8.4.1 All vacancies in promotional positions or extra-pay assignments shall be filled as follows:

8.4.1.1 Such vacancies shall be publicized by posting a notice in every school, as soon as possible after the vacancy becomes known, if it is to be filled. Said notices shall also be distributed to the W.F.T. as soon as possible.

8.4.1.2 Said notice of vacancy shall set forth the qualifications for the position, the salary range and the time limit for submitting applications.

8.4.1.3 Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the time limit specified in the notice of vacancy.

8.4.1.4 The Superintendent will maintain lists of certified personnel interested in promotional positions and extra-pay assignments. Persons on such lists will be notified of vacancies in such positions or assignments when school is not in session.

8.4.1.5 Vacancies in promotional positions or extra pay assignments shall be filled from among present employees and new applicants on the basis of fitness for the vacant post, provided, however, that when two or more applicants are judged by the Superintendent to be substantially equal in technical and personal fitness, the applicant with the greater number of years in the Wethersfield Public Schools shall be given preference.

Promotional positions are defined as follows:

a) those positions within the bargaining unit requiring an intermediate administrative certificate.

b) all stipended positions, whether mentioned in the contract or not, such as Department leaders and K-6 Math/Science/Technology Curriculum Specialist

8.4.2 Extra-pay assignments are those specified in Article 3.3.

8.4.3 Applicants who do not meet the specific qualifications as determined and posted by the Superintendent shall not be hired.

Article 9

REDUCTION IN FORCE

9.1 The Board has the sole and exclusive prerogative to eliminate professional staff positions, consistent with the provisions of State statutes and this Agreement.

9.2 Prior to commencing action to terminate teacher contracts as a consequence of elimination of staff positions (i.e., the laying off of teachers), the Board will, to the extent practical, effectuate the necessary position eliminations and/or reduction in staff by voluntary retirements, voluntary resignation, transfer of existing staff members, or voluntary leaves of absence.

9.3 If the Board determines that reduction in staff may be necessary prior to the commencement of the next school year, and if it determines that application of the factors set forth in Article 9.2 above will not be sufficient to accomplish the necessary reduction, it will so

inform the Federation in writing, and upon request the parties shall meet and negotiate in accordance with the provisions of Connecticut General Statutes §10-153f(e) regarding establishment of an early retirement incentive in order to reduce or eliminate the necessity for termination of employment contracts in that school year. Nothing herein shall prevent the Board from proceeding to reduce staff pursuant to the procedures in this Article.

9.4 No tenured teacher shall be laid off when a position exists which is either vacant or occupied by a non-tenured teacher and for which the tenured teacher is certified. If a tenured teacher displaces a non-tenured teacher in a subject area or grade level in which the tenured teacher has no active teaching experience within the last five (5) years, the Superintendent may require successful completion of six (6) credit hours or course work as a condition of employment in such position, provided the Board of Education pays for the course work. All such course work must be completed by the end of the fall semester.

9.5 If no other position exists to which an employee may be assigned in accordance with the conditions set forth in Section 9.4 above, the determination of the employee(s) to be terminated will be made by using the following guidelines in the following order:

- (a) certification
- (b) technical fitness for specific assignment within area of certification (e.g., instrumental or vocal instruction in music, woodworking or metalworking instruction in industrial arts, or water safety instruction in physical education)
- (c) substantial differences in quality of service, determined by evaluations conducted pursuant to applicable law and guidelines, and non-evaluative records routinely maintained in central office personnel files (this paragraph may be used to identify either an individual employee to be terminated or a group of employees to be considered for termination under the provisions which follow)
- (d) number of years in the Wethersfield School System (system-wide service rather than length of service in a school, department, subject, etc., shall prevail)
- (e) specific needs of school system.

9.6 The name of any employee who has been laid off shall be placed upon a reappointment list and remain on such list for two years provided such teacher does not refuse a reappointment. No employee shall be hired to fill a position which an employee on the reappointment list could fill (in accordance with the conditions set forth in Section 9.4 above). In cases where more than one employee on the reappointment list is both certified and qualified for a particular position to be filled, the factors set forth in Section 9.5 above shall be considered.

9.7 For the purposes of this article, reduction of a position from a greater to a lesser full-time equivalency shall be treated as an elimination of one position and the creation of another. Any teacher who accepts a lesser full-time equivalency position in order to avoid or to return from

layoff status, shall remain on the reappointment list for one year from the date the original full-time equivalency position was lost.

9.8 No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he remains on the reappointment list. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they were suspended. A teacher on the reemployment list may elect to remain in the Board's group medical insurance plan at his/her own expense and subject to any restrictions imposed by the carrier.

9.9 It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes, as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this article can and should be submitted to the court.

Article 10

COMMUNICATIONS COMMITTEE

For the purpose of the improved communication an advisory committee composed of the W.F.T. not to exceed six (6) may meet with a committee representing the Board composed of a maximum of six (6) Board members and administrators for the purpose of promoting mutual helpfulness and cooperative benefit to the Wethersfield Public Schools. Each party shall alternately designate one of its members as a secretary to record the matters discussed. The Board will supply copies of these minutes to the Superintendent, members of the Board, and the members of the Communications Committee.

Article 11

ORGANIZATIONAL CONSIDERATIONS AND ASSURANCES

11.1 If meetings between the Board or its representatives and the W.F.T. are scheduled during a school day, the representatives of the W.F.T. shall be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.

11.2 The W.F.T. shall be provided bulletin board space in an accessible place in each school for the posting of notices and other official materials relating to Federation activities.

11.3 The W.F.T. shall be permitted to place materials in the mailbox of any member of the teachers' unit.

11.4 The W.F.T. may hold meetings in each school outside of the work day hours providing such meetings do not conflict with scheduled school activities or programs and provided there is no expense to the Board. The Board's procedures for reserving school facilities are to be followed.

11.5 A copy of the agenda sheet for every Board meeting will be available at the Board of Education office for the President of the W.F.T. on the Friday (prior to 4:30 p.m.) preceding the regular Tuesday meeting.

11.6 W.F.T. agrees that it will not sanction or condone any slowdown, interruption of work, or refusal to render service. W.F.T. agrees further that in event of any such occurrence during the period of this Agreement, it will officially, promptly, and publicly oppose such action.

Article 12

PAYROLL PROCEDURES

12.1 Federation Dues Deduction

The Board agrees to provide payroll deduction to the W.F.T. for professional organization dues and for one W.F.T. insurance program.

12.1.1 The W.F.T. shall secure authorization from its members for the deductions for the withheld sums due the W.F.T.

12.1.2 The W.F.T. shall provide the Payroll Department with the authorized list of teachers desiring payroll deductions, as aforesaid, on or before October 1.

12.1.3 The W.F.T. may add or subtract from any such authorized list so long as a notice is provided prior to or on the first school day of each month. Such changes will be effected as soon as possible within the Board's payroll schedule.

12.1.4 The W.F.T. will receive its payroll deduction check once a month.

12.1.5 The Payroll Department will attempt to equalize deductions over each pay period.

12.2 Service Fee

12.2.1 All members of the bargaining unit shall, as a condition of continued employment, join the WFT or pay to the WFT an agency fee equal to the collective bargaining portion of the WFT dues uniformly required by WFT members. The WFT shall notify the Board of Education on or before September 1 in each school year of the amount of said representation fee. This agency fee shall be deducted by the Board through payroll deduction.

12.2.2 The Federation shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this article.

12.3 Payroll Dates

Payroll checks will be issued on a bi-weekly basis beginning with the first regular pay date on or following the first work day for teachers. Teachers will be paid on either a 21 or 26 pay plan as elected by the teacher (with the balloon check for the 26 pay plan paid on or before the last day of school). Payroll checks and stipend payments shall be made by direct deposit.

Article 13

EVALUATIONS

13.1 Each teacher shall receive a written copy of each evaluation.

13.2 Any teacher shall have the right to discuss his/her evaluation with his/her evaluator.

If any written statement of criticism is placed in a teacher's personnel file, the teacher shall be notified within ten (10) school days and offered an opportunity to review the material. The teacher may submit a written notation regarding any such material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material and not necessarily to mean agreement with the content of the material.

Reasonable effort will be made to enclose in the personnel file any written statements or letters of a positive nature that are provided to the Director of Human Resources.

Article 14

MISCELLANEOUS

14.1 Non-discrimination

The Board and the W.F.T. agree not to discriminate against any teacher on the basis of race, creed, color, national origin, genetic information, age, disability, sex, sexual orientation, gender identity or expression, marital status, or membership or participation in, or association with, the activities of any teacher organization. This provision is for information purposes only and shall not be subject to the grievance procedure.

14.2 Personnel File

Upon request to the Superintendent, each member of the teachers' unit shall be permitted to examine his/her personnel file. The teacher may submit a written notification regarding any material placed in his/her personnel file, and the same shall be attached to the file copy of the material in question.

14.3 Superintendent of Schools Definition

The term "Superintendent of Schools" shall mean either the Superintendent of Schools or his/her designated representative.

14.4 Discipline

Discipline shall be for just cause.

Article 15

SAVINGS CLAUSE

15.1 If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the two parties.

15.2 In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

Article 16

DURATION OF AGREEMENT

The contract shall be effective July 1, 2013. The duration of the contract shall be through June 30, 2016.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 19 day of Dec, 2012.

WETHERSFIELD FEDERATION
OF TEACHERS, AFT-CT/AFL-CIO

By 

WETHERSFIELD BOARD
OF EDUCATION

By 