

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**WILLINGTON BOARD OF EDUCATION**

**AND**

**WILLINGTON EDUCATION ASSOCIATION**

**July 1, 2014 through June 30, 2018**

## **TABLE OF CONTENTS**

### **Page**

Preamble.....	1
Definitions.....	1
Article 1 - Recognition.....	1
Article 2 - Board Prerogatives.....	2
Article 3 - Grievance Procedure.....	3
Definitions.....	3
Time Limits.....	4
Informal Procedures.....	4
Formal Procedures.....	4
Rights to Representation.....	7
Miscellaneous.....	7
Article 4 - Leaves of Absence.....	8
Sick Leave.....	8
Personal Leave.....	8
Bereavement Leave.....	9
Educational Leave.....	9
Jury Duty.....	9
Childrearing Leave.....	9
Physical Examinations.....	11
Emergency Leave.....	11
Article 5 - Sick Days Bank.....	12
Article 6 - Sabbatical Leave.....	13
Article 7 - Job Description.....	14
Article 8 - Teaching Assignment, Transfer and Vacancy.....	14
Teaching Assignments.....	14
Teacher Transfer.....	15
Voluntary.....	15
Involuntary.....	15
Vacancies.....	15
Notification.....	16
Deadlines.....	16
Article 9 - Special School Programs.....	16
Article 10 - Stipend Positions.....	17
Article 11 - Work Day.....	17
Contractual Work Day.....	17

Duty Free Lunch.....	18
Professional Period.....	18
In-Building Substitutes.....	18
Employment Year.....	18
Article 12 - Meetings.....	19
Article 13 - Contract Termination and Recall Procedures Upon Elimination of Staff Positions.....	20
General Statement of Procedure.....	20
Reasons for Elimination of Certified Staff Positions .....	20
Exclusions .....	20
Procedure.....	22
Policy Provisions Not Applicable to Promotions .....	23
Recall Procedures .....	22
Article 14 - Incentive Pay.....	23
Article 15 - Salaries.....	24
Article 16 - Degree Definition.....	25
Article 17 - Placement on the Salary Schedule .....	26
Article 18 - Fringe Benefits.....	26
Insurance Waiver.....	28
Article 19 - Contracts .....	30
Article 20 - Agency Fee .....	31
Article 21 - Just Cause.....	32
Article 22 - Personnel Files .....	33
Article 23 - Relief From Non-Teaching Duties.....	33
Article 24 - Class Size .....	34
Article 25 - Accumulated Sick Leave For Retirement .....	34
Article 26 - Duration .....	34
Article 27 The Agreement.....	35
Article 28 Teacher Evaluation .....	35
Appendices .....	36
A-1 - Placement on the Salary Schedule.....	36
A-2 - 2014-2015 Salary Schedule .....	37
2015-2016 Salary Schedule.....	38
2016-2017 Salary Schedule .....	39
.....2017-2018 Salary Schedule.....	40
B - Extra Pay Schedule.....	41
C - Article 18 - Fringe Benefits .....	42
Signature Page.....	49

## ALPHABETICAL TABLE OF CONTENTS

	<u>Page</u>
Accumulated Sick Leave for Retirement .....	33
Agency Fee.....	30
Agreement.....	33
Appendices .....	35-40
Board Prerogatives .....	2
Class Size .....	33
Contract Termination and Recall Procedures Upon Elimination of Staff Positions .....	20
Contracts .....	30
Definitions.....	1
Degree Definition.....	24
Duration.....	34
Fringe Benefits .....	26
Grievance Procedure .....	3
<b>Incentive Pay.....</b>	<b>23</b>
Job Description.....	14
Just Cause .....	31
Leaves of Absence .....	8
Meetings .....	19
Personnel Files .....	32
Placement on the Salary Schedule.....	25
Preamble .....	1
Recognition .....	1
Relief from Non-Teaching Duties .....	32
Sabbatical Leave .....	13
Salaries .....	24
Sick Days Bank .....	12
Signature Page.....	52
Special School Programs .....	16
Stipend Positions .....	17
Teaching Assignments, Transfer and Vacancy .....	14
Work Day .....	17

## **PREAMBLE**

This Agreement may be changed by the mutual consent of both parties. Such mutually consented change shall be in writing. Any prior agreement between the parties in conflict with this Agreement is hereby superseded by this Agreement.

## **DEFINITIONS**

As used in this Agreement, the following terms shall have the respective meanings as set forth below:

"Board"	The Board of Education of the Town of Willington, Connecticut.
"Superintendent"	The Superintendent of Schools for the Town of Willington, Connecticut or his/her designee.
"Association"	The Willington Education Association
"Teacher"	All personnel as defined in Article I, Recognition.
"Association Representatives"	The duly designated representatives of the Willington Education Association.
"PR&R"	The Professional Rights and Responsibilities Committee of the Willington Education Association.

## **ARTICLE 1** **RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining agent for all certified professionals who are employed by the Board in positions requiring a teaching or other certificate issued by the State Department of Education or a Durational Shortage Area Permit (DSAP) and are not included in the administrator's unit or excluded from the purview of Connecticut General Statutes, 10-153a to 10-153g, inclusive. Such personnel are hereinafter referred to as "teachers."

B.

1. Employees holding a (DSAP) shall be covered by all terms and conditions of the collective bargaining Agreement, except as follows:
  - a. Teaching Assignment, Transfer, and Vacancy, Article 8, paragraphs B, C.
  - b. Contract Termination and Recall Procedures Upon Elimination of Staff Position, Article 13.
2. A DSAP holder shall not accrue seniority or length of service for any purpose in the Willington school system. Notwithstanding the foregoing , if a DSAP holder becomes certified as a teacher and is retained by the Board, with no break in service, as an employee after receiving such certification, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board in the DSAP position.
3. DSAP holders are not subject to the teacher tenure law and are at-will employees. The Board shall have the right to non-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. If the DSAP employee is not non-renewed and/or terminated his/her employment shall automatically end at the end of the school year during which the DSAP was applicable.

## **ARTICLE 2**

### **BOARD PREROGATIVES**

All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by express provisions of this Agreement.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. Grievances shall fall under two categories as follows:

- a. "General Grievance" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers. A general grievance may be processed through the Board level.
- b. "Specific Grievance" shall mean a claim that there has been a violation, misapplication, or misinterpretation of a specific provision of this Agreement. A specific grievance may be processed through binding arbitration.

2. "Grievant" shall mean the person, group of persons or Association.

3. "Party in Interest" shall mean the person or persons making the claim, including his/her/their designated representative as provided for herein.

4. "Days" shall mean days when school is in session, and shall include all days when teachers are to report to work.

5. "Immediate Administrator" shall mean the administrator who is responsible for administering evaluation under the Willington evaluation plan.

### C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a grievant does not file a grievance in writing within fifteen (15) school days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

### D. Informal Procedures

1. If a grievant feels that he/she may have a grievance, he/she shall initially discuss the matter with his/her immediate administrator in an effort to resolve the problem informally. He/she shall have the right to have an Association representative assist in this initial effort.
2. If the grievant is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the immediate administrator.

### E. Formal Procedure

#### 1. Level One - Immediate Administrator

- a. If the grievant is not satisfied with the outcome of informal proceedings, he/she may present his/her claim to his/her immediate administrator as a written grievance which states the specific contract article and section which he/she alleges has been misinterpreted, misapplied or violated.



- b. The immediate administrator shall, within five (5) days after receipt of the written grievance, render a decision and the reasons therefore in writing to the grievant with a copy to the Association President(s).

2. Level Two - Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools.
- b. The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
- c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance.
- d. The Superintendent shall, within five (5) days after the hearing, render a decision and the reasons therefore, in writing to the grievant, with a copy to the Association.

3. Level Three - Board of Education

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within eight (8) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.
- b. The Association shall, within three (3) days after receipt, refer the appeal to the Board of Education. Referral shall be by certified letter addressed to the Chair of the Board of Education.
- c. The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance.

- d. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Association.

#### 4. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may, if the grievance is based on alleged violation of specific terms of this Agreement, within three (3) days after the decision, or within eight (8) days after the Board meeting, request in writing to the President of the Association that the grievance be submitted to arbitration.
- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing. This notice shall be by certified letter addressed to the Chair of the Board.
- c. The Chair of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator, pursuant to the then applicable rules of that Association.
- d. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the grievant and other parties in interest as he/she shall deem requisite. The arbitrator shall hear and decide only one grievance in each case.
- e. The arbitrator shall, within thirty (30) days after the completion of the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be bound by the American Arbitration Rules. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties in interest.

- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at Level Two and Three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure. Only the Association can advance a grievance to the Arbitration stage of the grievance process.
3. The Association may, if desired, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

G. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms to be used for filing and processing grievances shall be prepared cooperatively by the Association and the Administration.
3. When a meeting or hearing is scheduled during a school day by the Superintendent or Board pursuant to Level Two or Three of the grievance procedure, persons whose attendance at such meeting or hearing is deemed necessary by the Professional Rights and Responsibilities Committee, including witnesses, if any, shall be released without loss of pay or leave in order that they may attend. The number of witnesses to be called upon at any one time shall be scheduled so as not to be disruptive to the ongoing operation of the school.

4. Obligation of Teachers: This is the official mutually agreed upon procedure by which teachers register grievances and teachers will proceed exclusively with this procedure.

## **ARTICLE 4**

### **LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. Teachers shall be entitled to sick leave for personal illness with full pay up to fifteen (15) working days in each year. Personal illness may include but not be limited to any day or any half-day in which the teacher visits a health care provider or complex for the purpose of preventive care, health treatment, or rehabilitation treatment. When less than a half day is needed for sick leave and coverage by a substitute teacher, by an administrator or by a staff member is not required, the Administration may approve a request for this leave and such leave shall not be counted against the teacher's sick leave allotment. Up to eight of the fifteen days may be charged off to family exigencies as defined below, without loss of pay.

Sick leave for personal illness, when not used in any year shall be accumulated up to 180 days. Regardless of accumulated sick leave, no more than eight days may be used for family exigency in a given year.

2. The words, "family exigency" shall be interpreted to encompass the following reasons for absence.
  - a. The illness of a family member. (Defined as "immediate family" in Paragraph C. of this Article.)
  - b. Quarantine.

#### **B. Personal Leave**

1. All employees under this contract of the Willington Public Schools shall be entitled to and shall be allowed up to three (3) days absence during each school year to be used for such purpose as may be determined by the individual employee on any school day of his or her choice without loss of pay. The teacher must provide his or her immediate supervisor with written notice of the leave at least two school days before the actual leave day

unless it is an emergency.

2. Personal leave shall not be accumulated from year to year.

C. Bereavement Leave

Teachers shall be entitled to up to five (5) days per year with full pay for death in the immediate family. (Immediate family shall be defined to include parents, grandparents, spouse, in-laws, siblings or children of the teacher, or any other person residing in the teacher's home.) Leave for attendance at funerals for other than immediate family shall be considered on an individual basis.

D. Educational Leave

Teachers may be entitled to up to two (2) days per year with full pay for attendance at professional conferences or institutes of an educational nature, approved by the Superintendent in advance. The maximum amount of professional course fees that will be reimbursed to each teacher is \$400 per year.

E. Jury Duty

Although it is agreed that the presence of the teacher at school is extremely important to the learning process, it shall be the personal decision of each staff member as to whether or not to apply for exemption from jury duty. A teacher who is not excused from jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee. If relieved from duty after one-half day, he/she must return to work.

F. Childrearing Leave

Any teacher may be entitled, upon written request submitted to the Board of Education, to an extended leave without pay for purposes of childrearing not to exceed one calendar year, apart from any period of childbirth disability leave with pay. Such employee may be entitled to such leave for any school year, or reasonable requested portion thereof, with limitation as set forth in section F. 3 below in which the child is born, adopted, or fostered, or for the purposes of

childrearing.

1. Childrearing leave, like other extended leaves, shall be subject to the following provisions:
  - a. Employees requesting leave shall submit not less than sixty (60) days' written notice of the anticipated date of ending performance of duties.
  - b. Any teacher granted childrearing leave will be guaranteed a position upon return for which the teacher is qualified and certified. The teacher is not guaranteed the same position he/she held prior to accepting leave.
  - c. Childrearing leave requested for less than a complete school year must begin and end concurrently with the beginning and/or end of a semester or student grading period, unless the Board in its discretion authorizes a different leave period.
  - d. All insurance and other employee fringe benefits, including payments to the State Teacher's Retirement System, shall be paid by the teacher on leave, except the Board will pay its share of health benefits for the first twelve weeks of the leave.
2. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)
3. Accumulated sick leave shall be available for use during periods of such disability.
4. Disability leave beyond any accumulated sick leave shall be available, without pay, for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.

5. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
6. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

G. Physical Examinations

In accordance with Connecticut General Statute 10-207, the Board of Education may require an employee to provide a statement from his/her physician when requested to do so indicating the anticipated date the employee who is ill or disabled will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. An examination may be requested by the school's medical advisor when in his/her opinion such examination is necessary for the protection of health. The Board may require an employee to undergo an examination by a Board-appointed physician to verify this information. The Board shall assume the full cost of any medical examination which it or its school medical advisor requests, including psychological and psychiatric examinations, provided that such physical or psychiatric examinations may only be required by the school medical advisor.

H. Emergency Leave

The Board may provide personal leave or bereavement leave in excess of the limits defined in this article in the event of an emergency situation. Each application shall be reviewed by the Board on a case by case basis, and no case shall be precedential for any future case. The granting or denial of emergency leave shall not be subject to the grievance procedure.

**ARTICLE 5**  
**SICK DAYS BANK**

- A. Each teacher in the Willington School System may contribute one day of his/her sick time to the Sick Days Bank each year. Any commitment to the bank must be made during the period of September 10 to September 30 of the academic school year. Days are noncumulative from academic year to academic year.
- B. Any teacher in the Willington School System who has used up his/her own quota of sick days may apply for days from the bank so long as that teacher has already made a contribution to the bank during the same academic year. These days may be granted only in situations of extreme hardship or extenuating circumstances. The decision regarding the granting of days will be made by a panel composed of two members of the Board of Education and two members of the Willington Education Association. The decision of the panel is not subject to the grievance procedure.
- C. Unused days in the bank shall not accumulate from year to year, and such unused sick days shall be eliminated at the end of the year. Sick leave contributions, once made, shall not be subject to recall by the contributing teacher. In the event not all sick days from the bank are utilized during a school year, remaining said days shall not be returned in any form to the contributing teachers and shall be eliminated.
- D. Teachers seeking to use the sick leave bank must present their request to the Office of the Superintendent of Schools between June 1 and June 10 of the year the sick leave bank is to be accessed. In the event of a sudden or unforeseen illness or injury making it necessary for a teacher to request days after June 10, the teacher will make such request for reimbursement as soon as possible, but prior to the end of the school year, so payment may be made prior to the end of the Board's fiscal year on June 30.



**ARTICLE 6**  
**SABBATICAL LEAVE**

The Willington Board of Education will consider application for a sabbatical year leave for teachers employed in the Willington Public Schools for a minimum of seven (7) consecutive years. The sabbatical leave must be devoted to professional improvement as detailed in a planned program of study, of combined travel and study, of research, or of writing and publication, which program is designed to increase the professional competency, knowledge, and stature of the teachers and to reflect credit upon the system.

The Board of Education agrees to continuance of contract on a sabbatical basis including maintenance of position and placement on salary schedule.

The Board of Education agrees to pay a sabbatical leave stipend based upon 50% of due salary. The teacher on sabbatical leave shall receive the benefits to which he/she would be entitled if he/she were actively teaching.

The teacher participating in sabbatical leave shall contract to the Willington Public Schools for a minimum of two years immediately following the sabbatical year and shall enter into a promissory note to that effect.

In the event that a teacher returns for less than the two year minimum he/she shall compensate the Board the amount of the promissory note on a prorated basis for the time not contracted.

No more than one sabbatical leave application will be approved in any one school year. No teacher will be granted more than one sabbatical leave during his/her tenure in the Willington Public Schools.

Application for sabbatical leave shall be made by December 1 of the prior school year. Detailed plans for the sabbatical must be submitted by March 1 of the prior school year and shall include a detailed plan of how the knowledge acquired by the teacher on sabbatical leave will be utilized in the Willington School System.

The award of sabbatical leave is at the discretion of the Board of Education. Its decision shall be final. Criteria including, but not limited to the following shall be used by the Board in its consideration of applications: sabbatical year plan, needs of the school system, the applicant's past and potential contribution to the school system, and budget considerations.

## **ARTICLE 7**

### **JOB DESCRIPTION**

Job Descriptions shall exist for all positions held by members of the bargaining unit covered by this Agreement. The job descriptions shall be written by the Administration and approved by the Board.

## **ARTICLE 8**

### **TEACHING ASSIGNMENT, TRANSFER AND VACANCY**

#### **A. Teaching Assignments**

1. Teaching assignment shall be defined as any certified teaching position to which a teacher may be assigned within each individual building.
2. Position shall include the school to which a teacher is assigned, the grades and/or subjects they will teach and any special or unusual classes.
3. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions during the months of May through August, such assignments may be changed with prompt notice in writing to the teacher, with a minimum of thirty (30) days notice prior to the start of the teaching assignment whenever feasible. Any such assignment which constitutes a transfer will be dealt with in accordance with the provisions of Article 8. B. of this Agreement.

4. For the purposes of this article, teachers who are assigned to both buildings, shall consider their assignment to be the building where the administrator has been assigned to be primarily responsible for the teacher's evaluation.

B. Teacher Transfer

1. Teacher transfer shall be defined as the voluntary or involuntary placement of a teacher into a position for which the teacher is certified within another building.
2. Voluntary Transfer
  - a. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than May 1.
  - b. Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later than June 1.
3. Involuntary transfers shall not be effected or announced without a prior personal conference between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reasons for transfer. Involuntary transfers shall not be arbitrary or capricious, and seniority will be a factor used when determining an involuntary transfer. The involuntary transfer shall be subject to the grievance procedure. At the time the teacher is notified of involuntary transfer, he/she shall be informed of the right to have an Association representative present at any meeting to discuss the transfer.

C. Vacancies

The Superintendent shall observe the following procedure whenever a teaching vacancy occurs caused by retirement, death, resignation, termination or the creation of a new position.

1. Notification

- a. Notice of the vacancy (ies) including any special requirements, will be provided to all teachers prior to advertising outside the system. Such notice shall be by means of posting via the school district's electronic mail (e-mail) system.
- b. Notices of all teaching vacancies will be provided to the President of the Association prior to advertising outside the system.

2. Deadlines

In order to provide opportunity for internal and external candidates to apply for teaching vacancies, deadlines for applications shall be at least seven days following the date of the newspaper publication of the first notice of the vacancy.

**ARTICLE 9**

**SPECIAL SCHOOL PROGRAMS**

- A. The provisions in this article apply to summer school, night school and home bound instruction.
- B. Subject to special requirements of the program position, openings shall be filled on the basis of competence and experience, and other things being equal, preference shall be given to qualified personnel from the regularly appointed teaching staff in the Willington school system.

**ARTICLE 10**

**STIPEND POSITIONS**

- A. Position, as used in this article, is defined as any supervisory or administrative position covered by this Agreement which pays a salary differential or involves an additional or higher level of responsibility.
- B. Vacancies which are to be filled in positions (as defined above) caused by death, retirement, termination, resignation, or by the creation of a new position shall be

filled by the Board, after the existence of the position is publicized by the posting of a notice via the school district's electronic mail (e-mail) system at least two weeks in advance. Where the need to fill a vacancy or position arises during the summer months, notification shall be made through the school district's electronic mail (e-mail) system.

- C. All positions listed in Appendix B, Extra Pay Schedule that are funded by the Board, shall be posted annually via the school district's electronic mail (e-mail) system. Any teacher interested in a position shall express such interest in writing in keeping with each posting. Appointments to extra pay positions are for one year only. Any teacher wishing to be considered for reappointment or appointment shall notify the Superintendent in writing by May 1 of each year. Appointments are made at the discretion of the Superintendent of Schools and are not subject to the grievance procedure. Nothing in this Agreement requires the filling or funding of such positions.

## **ARTICLE 11**

### **WORKDAY**

#### **A. Contractual Work Day**

1. The contractual workday for teachers will be seven (7) hours and twenty (20) minutes a day so long as the duties and responsibilities as defined in the job description are performed. (It is understood that the student day will be seven (7) hours per day.) Each building principal shall determine annually, based on student needs, including transportation, when the wraparound period begins in his/her building and when it ends. Teachers are expected to be available for other meetings as described in Article 12.
2. Should the Board, in its discretion, determine that individual teachers or selected groups of teachers who are to be present beyond the established workday or work year from the remainder of the staff (e.g., inservice, staff/curriculum development, etc.), the teachers affected shall be compensated on a per diem basis calculated upon their current salaries within the following restrictions. The workday for such duty shall be considered to be six (6) hours. Compensation shall be limited to no more

than \$202.78/day or \$33.80/hour for partial days in the 2013-2014 work years and \$205.82/day or \$34.30/hour for partial days in the 2014-2015 work year and \$208.91/day or \$34.81/hour for partial days in the 2015-2016 work year and \$212.46/day or \$35.40/hour for partial days in the 2016-2017 work year and \$216.07/day or \$36/hour for partial days in the 2017-2018 work year.

B. Duty Free Lunch

All teachers shall have a twenty-five (25) minute uninterrupted duty-free lunch period daily.

C. Professional Period

Each teacher will have guaranteed to him or her at least two hundred (200) minutes of preparation time distributed over five (5) periods each week. When reasonable, one professional period will be assigned per day. A professional period is a period when a teacher participates in planning and placement team meetings; team meetings; confers with support personnel in regard to their students' programs and progress; meets in regard to staff development, curriculum development/coordination, and implementation of the teacher evaluation plan; prepares for classes, corrects papers, and reviews lesson plans. Teachers will not be assigned any classroom supervision during this period unless there is a teacher absence and a substitute cannot be obtained, or a similar emergency exists.

D. In-Building Substitutes

In the event that a teacher is required to cover a classroom for an absent teacher, said teacher shall be compensated at twenty dollars (\$20) per period. Record of said coverage will be maintained by the building principal. No payment shall be made unless this results in a teacher's weekly planning time being reduced below the 200 minutes provided for in article 11-C.

E. Employment Year

The scheduled employment year for teachers will be 188 days. One of these days shall be used exclusively for teacher preparation for either the opening of school

(one day) or the closing of school (one day). No staff meetings or other meetings shall be scheduled by the administration or any other group or individual on this day. The work day contiguous with the opening of the work year and the work day contiguous with the end of the work year shall not be student contact days. Commencing with the 2011-2012 work year, the Superintendent or his/her designee may assign teachers on one of the above described contiguous non-contact days to attend in-service programs, professional development meetings or other educational activities in the best interest of the school system.

Four (4) in-service professional days shall be mutually determined by the administration and staff development committee. In the event that the days cannot be mutually agreed upon, the administration shall have final authority.

The student year shall be 182 days.

## **ARTICLE 12**

### **MEETINGS**

- A. Teachers shall be required to attend all faculty and team meetings and parent conferences. Teachers are expected to be available for professional meetings during after school hours, including faculty meetings, curriculum study meetings, teacher collaboration meetings, workshops and in-service education meetings, for up to ten hours per year in 2014-2015 and 2015-2016 school years; for up to fifteen hours in the 2016-2017 schoolyear and for up to twenty hours in the 2017-2018 school year. Teachers in one level may be required to attend meetings with teachers in another level for the purpose of addressing issues related to vertical integration and transition.

Any teacher so desiring may leave after-school meetings at the end of one hour for good reason, with the permission of the administrator conducting the meeting.

Teachers will be present during the entire length of in-service days, unless excused for good reason by the administrator conducting the in-service. In-service days held on site will not be longer than the regular contract workday.

- B. The administration shall post one week in advance notice of any evening meetings. Attendance at these meetings shall be at the option of the individual teacher. Any teacher not planning to attend said meeting shall notify the administration within forty-eight (48) hours of posting.

- C. Teachers shall be required to attend up to four evening meetings a year, exclusive of any PPT's. Teachers holding stipend positions with pay up to \$1,500 may be required to attend one additional evening meeting a year and teachers holding stipend positions with pay exceeding \$1,500 may be required to attend up to six evening meetings. Teachers shall be required to attend out-of-hours PPT's as necessary.
- D. With regard to committees, teacher's participation shall be on a voluntary basis.

### **ARTICLE 13**

#### **CONTRACT TERMINATION AND RECALL PROCEDURES**

#### **UPON ELIMINATION OF STAFF POSITIONS**

##### **A. General Statement of Procedure**

It is recognized that under Sections 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, the procedure of this article is adopted to provide a fair and orderly process should such eliminations become necessary.

##### **B. Reasons for Elimination of Certified Staff Positions**

It is recognized that the Board of Education has the right and responsibility to eliminate certified staff positions, consistent with the provisions of the State statute, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the State and to provide good public elementary and secondary schools. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board of Education.

##### **C. Exclusions**

Any teachers temporarily employed in a vacancy created by a staff member on a leave provided by this Agreement shall be excluded from the terms and



, , , conditions of this article.

D. Procedure

1. The Board of Education can exercise its right and responsibility to reduce the number of staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination. When reductions in staff occur, such reductions are first handled through the process of staff attrition.
2. When, in the judgment of the Board of Education, it becomes necessary to reduce the number of teachers, a general notice to this effect will be released to all staff.

The following criteria will be used to select those employees whose contracts are to be considered for termination as a consequence of elimination of certified staff positions:

- a. Tenure status: If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified and qualified. Therefore, teachers who have acquired tenure will have first preference for retention in positions for which they are certified and qualified.

For purposes of this Article "qualified" is defined as having attained the necessary certification and having taught in a Connecticut public school system within the area of assignment (defined as K-6 or 5-8) for at least one (1) school year within the last five (5) years, or possession of other relevant factors as determined by the Superintendent, provided that a tenured teacher shall be permitted to "bump" a nontenured teacher despite not having met the above prior teaching experience requirements so long as the tenured teacher is certified to displace the nontenured teacher.

Therefore, teachers who have acquired tenure status will be entitled to positions for which they are certified and qualified, including positions held by nontenured teachers in addition to positions which are open and available. A determination as to which position, if any, a tenured teacher shall be placed in shall be made by the Superintendent of Schools.

b. Other criteria: Within the separate categories of tenured teachers and nontenured teachers, the following criteria will be considered in priority ranking:

- 1) Total years of experience in Willington as determined by date of signed Individual Teacher Contract should a tie exist;
- 2) Total years of experience in teaching;
- 3) Years of experience in position in Willington;
- 4) Area of certification;
- 5) Teaching and administrative experience in other positions which may become available;
- 6) Degree status.

c. In the event that all of the above criteria are found to be equal, qualifications and ability, as determined by the evaluations of the teacher's performance shall be used as the final criteria.

3. If the Board of Education considers termination of the contract of a teacher, it shall authorize the Superintendent to notify the teacher in writing that termination of his/her contract is under consideration. Such initial notice shall be in the following form:

"This is to notify you that termination of your contract of employment is under consideration."

E. Policy Provisions Not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

F. Recall Procedures

1. If the contract of employment of a tenured teacher is terminated because of elimination of position, the name of that tenured teacher shall be placed on a reappointment list and remain on such list for a period of eighteen (18) calendar months unless such teacher obtains employment as a public school

teacher by another board of education during that period. A nontenured teacher shall remain on the recall list for a period of fifteen (15) months under the same conditions described above. If a position becomes open during such a period, and the teacher has been selected by the Board of Education as the person on the recall list who is certified and most qualified as defined in Article 13, D, 2 to hold that position, then the teacher will be notified in writing by registered mail, sent to the last known address, at least thirty (30) calendar days prior to the anticipated date of reemployment, where possible.

In determining whether a teacher is qualified for reappointment, the Board of Education shall consider the criteria as set forth in Part 2 above. The teacher shall accept or reject the appointment in writing within seven (7) calendar days.

2. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) calendar days of receipt of the teacher's reply by the Board of Education. If the teacher rejects the appointment offer, or does not respond to this procedure within seven (7) calendar days, then the name of the teacher will be removed from the recall list.
3. Teachers may grieve the misapplication of this Article, but the provisions and procedures as written are not subject to the grievance procedure.

#### **ARTICLE 14** **INCENTIVE PAY**

- A. Staff members who seek a sixth-year certificate, or credits beyond said certificate or who earn additional credits in annually designated subject areas and/or skill areas will be eligible for \$500 or 50% of the cost of the course, whichever is lower, up to a maximum of \$1,000 per year.
- B. If a teacher is reimbursed for courses by an outside agency or group, the teacher shall not be reimbursed by the Board. Courses for which staff members plan to seek reimbursement are to be approved in advance with the Superintendent, must be part of the teacher's plan of study, and a teacher must receive at least a "B" grade for the entire course.

## ARTICLE 15

### SALARIES

- A. The salary schedule(s) is/are set forth in Appendix A of this Agreement, attached hereto and made part of this Agreement.
- B. Teachers shall be paid every other Friday of the month beginning in September.
- C. A teacher shall have the option of choosing twenty-one (21) or twenty-six (26) salary payments. The latter number of payments will be made unless the systems accountant is notified otherwise, in writing, prior to September 1 of each school year.
- D. In the event that there are twenty-seven (27) pay periods in a school year, September 1 to August 31, the systems accountant shall have the authority to make twenty-seven (27) equal payments instead of twenty-six (26) equal payments.

## ARTICLE 16

### DEGREE DEFINITION

The salary schedule listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

- Bachelor* - A baccalaureate degree earned at an accredited college or university.
- Master* - A master's degree relevant to the profession of teaching earned at an accredited college or university; or the completion of thirty (30) such credits at an accredited college or university beyond the baccalaureate degree.

*Sixth Year or Master +30* - A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; the completion of thirty (30) credits earned at an accredited college or university beyond the master's degree in a non-degree program comprising a coherent sequence relevant to teaching as determined in prior consultation with the Superintendent or his/her designee; a "Sixth Year Certificate" from an accredited college or university; or a MSW Degree in Social Work.

*Doctorate* - A doctorate degree, excluding the M.D. and J.D., earned at an accredited college or university.

All advanced degrees earned after June 30, 2005 that are to be used to receive credit on the professional salary schedule based upon earning said degrees at an accredited college or university as provided above, must be earned at a college or university that requires teachers to regularly attend courses at the institution or any established branch. Where the institution or branch normally requires actual physical attendance at courses, "on-line" courses that are offered by the institution and approved by the Superintendent, are acceptable for degree advancement.

## **ARTICLE 17**

### **PLACEMENT ON THE SALARY SCHEDULE**

All teachers shall be placed on the appropriate step on the salary schedule, taking into consideration the following:

- A. Degree status as defined under "Degree Definitions" Article 16.
- B. Upon notification to the Superintendent's Office of a new degree status and upon submission of appropriate transcripts or other satisfactory evidence, adjustment in the salary of the teacher will be made, effective the next September.
- C. In the initial placement of new staff members, credit for previous teaching experience in public, private, and military dependency schools, provided that

such experience shall have been continuous service of at least one school year, shall be granted at the discretion of the Board.

- D. For teachers on staff during the 1973-74 school year, credit for active service in the military shall be recognized, but not for any teacher hired thereafter.
- E. For a teacher to advance on the salary schedule, he/she must actually teach 90 days or more in the school year.

## **ARTICLE 18**

### **FRINGE BENEFITS**

A. The Board shall provide for all eligible teachers the following:

- 1. One (1) medical insurance option shall be available: High Deductible Health Plan with a Health Savings Account (H.S.A.), which is described in Appendix C.
- 2. Dental including family, \$1,000 per individual per calendar year maximum:
  - a. Preventive                      100% - no deductible
  - b. Basic                              100% - in network  
    80% - out of network
  - c. Major                             60% - in network  
    50% - out of network

This dental insurance coverage will be provided through Guardian Dental or through other means that are substantially equivalent in benefits, coverage and administration.

- 3. Group Life Insurance Coverage - \$50,000 on the employee only for the 2014-2017 work years. In the 2017-2018 work year, each teacher shall be eligible for \$100,000 of coverage. Employees may purchase an additional \$50,000 of coverage at group rates at their own expense provided they meet the eligibility requirements of the carrier.

The Board shall have the right to change insurance carriers and/or self-insure, in whole or in part, in order to provide the insurance coverage set forth above, provided that the plan(s) which result(s) from change in carriers and/or self-insurance are substantially equivalent to the plan(s) described above, in terms of coverage, benefits, and administration when viewed as a whole.

The President of the Association shall be notified, in writing, within thirty (30) calendar days of any intention to change carriers or self-insure, and shall have a reasonable opportunity to review the proposed changes, but shall have no more than thirty (30) calendar days from the date the new plan is presented to the Association. The proposed changes shall be presented to the Association through a Board committee, including a representative of the insurance carrier or other insurance consultant, who will explain the proposed changes. If the Association does not approve of the proposed changes recommended by the Board, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the reduction in the level of coverage, benefits, or administration to which it objects. The Association must submit this written statement within thirty (30) calendar days of the meeting noted above. Failure to submit such statement within the thirty (30) calendar day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Association disapproves of any change pursuant to the written statement noted above, the Board or the Association may submit the issue to arbitration within fifteen (15) calendar days of receipt from the Superintendent that the Board intends to implement the new plan. The arbitrator shall be well-versed in matters related to insurance. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is/Are the proposed insurance plan(s) substantially equivalent to the existing plan(s) in terms of benefits, coverage, and administration when viewed as a whole. The parties agree to work cooperatively to expedite the arbitration hearing process, including the selection of an arbitrator, the scheduling of hearing sessions and the filing of post-hearing briefs. The arbitrator shall rule within forty-five (45) calendar days of his/her appointment unless extended, in writing, by the parties.

As of July 1st of each year, the premium share shall be as follows, with the teachers contributing the following percentage of the total cost of their medical-dental via payroll deductions pursuant to a Section 125 pretax



contribution described in Paragraph F of this Article. Subject to insurance company rules on coverage eligibility, part-time employees shall pay a percent of the cost of their (and dependents) insurance equal to the percent of their time worked, up to the amount paid by full-time employees.

<u>Contract Year</u>	<u>Board</u>	<u>Teacher</u>
<u>2014-2015</u>	<u>82.5%</u>	<u>17.50%</u>
<u>2015-2016</u>	<u>82.0%</u>	<u>18.00%</u>
<u>2016-2017</u>	<u>81.5%</u>	<u>18.50%</u>
<u>2017-2018</u>	<u>81.0%</u>	<u>19.00%</u>

The Board will contribute into a Health Savings Account (H.S.A.) for each employee selecting the High Deductible Health Plan at the following levels over the life of this Agreement:

2014-2015	70% of the applicable deductible amount ( \$1,750 for single and \$3,500 for two person and family).
2015-2016	70% of the applicable deductible amount ( \$1,750 for single and \$3,500 for two person and family).
2016-2017	67.5% of the applicable deductible amount ( \$1,687 for single and \$3,375 for two person and family).
2017-2018	65% of the applicable deductible amount ( \$1,625 for single and \$3,250 for two person and family).

The Board's annual contributions to the H.S.A. for each employee selecting the High Deductible Health Plan will be deposited into each participating employee's H.S.A. in July, and the other half shall be deposited in September. The Board shall have no obligation to fund any portion of the H.S.A. deductible amount for retired teachers or other individuals upon their separation from employment.

B. Insurance benefits for employees hired:

1. Before August 15<sup>th</sup> will be effective as of September 1<sup>st</sup> of that school year.
2. Between the 1<sup>st</sup> and 15<sup>th</sup> day of any school calendar month, will be effective the first day of the following month.
3. After August 15<sup>th</sup> or the 15<sup>th</sup> of any school calendar month, will be effective the first day of the month. Billing dates are the 1<sup>st</sup> day of each month.

C. Insurance Waiver

1. Teachers eligible for Board provided health insurance policies may elect to waive all coverage and, in lieu thereof, to receive a payment of \$1,200 for full-time teachers and a prorated portion of this \$1,200 for part-time teachers, so that a 0.5 teacher would receive \$600 for waiving coverage. Payment to those employees waiving coverage will be made as follows: one half in December and one half in June of the contract year.
2. Where there is a change in a teacher's status such as, but not limited to, change in the spouse's employment or changes in a spouse's benefit program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, reinstated coverage by the insurance carrier shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Depending upon the effective date of the resumed coverage, appropriate financial adjustments shall be made between the teacher and the Board so as to ensure that the prorated basis in Section A is accurate.
3. Notice per 1. above must be sent by June 15<sup>th</sup> of the previous school year.
4. Waivers under this section must be permitted by the applicable insurance companies and policies.

- D. The Board shall allow continuation of all existing health insurance for any teacher and his/her spouse upon retirement. Such coverage shall be equal to the terms in the current master agreement between the Board and the Association. For teachers employed in Willington as of September 1, 1989, the Board shall pay one

percent (1%) of the premium for each year of service in Willington for the first five (5) years of retirement or until age 65, whichever comes first. The teacher may elect to continue in the group at his/her own expense.

- E. Retired teachers and members of teachers' families, who qualify for Medicare, must use Medicare as their primary carrier.
- F. In addition this plan shall also include an Internal Revenue Code Section 125 Flexible Spending Arrangement for other medical expenses up to a maximum of \$2,500 per year and dependent care expenses up to a maximum of \$5,000 per year under a salary reduction agreement. Claims shall be processed by the program administrator quarterly. The ongoing administrative costs shall be the responsibility of the individual participants in the flexible spending plan to a maximum of \$75 per year to be deducted from the first paycheck of the plan year.

## **ARTICLE 19**

### **CONTRACTS**

- A. All teachers will be informed in June of the school year of their salary and placement on the salary schedule for the next school year. New teachers are to be notified by September first or date of employment.
- B. Any teacher appointed to an extra pay position will be informed of such appointment in June or at the time of such appointment.

## **ARTICLE 20**

### **AGENCY FEE**

- A. All teachers employed by the Willington Board of Education shall join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- B. The Willington Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of

authorized payroll deductions. The amount of deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year.

- C. Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
- D. The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.
- E. The singular reference to the "Association" herein shall be interpreted as referring to the Willington Education Association, the Connecticut Education Association, and the National Education Association.
- F. The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under Section 2.

## **ARTICLE 21**

### **JUST CAUSE**

No teacher shall be formally disciplined, reduced in rank or compensation, denied an increment or a longevity payment, or suspended without just cause. If a teacher is to be formally disciplined or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least 24 hours advance notice and shall be entitled to receive a written statement of the reasons and to have a representative of the Association present. Verbal reprimands do not require a written statement of the

reasons.

The Association recognizes that if the health, safety or well-being of either students or staff is in jeopardy, it may not be possible or advisable for the Board to give 24 hour advance notice to a teacher and that immediate action may be taken. The Association also recognizes that the provisions of Connecticut General Statute Section 10-151 supersede this section.

## **ARTICLE 22**

### **PERSONNEL FILES**

- A. No complaint shall be placed in a teacher's personnel file until the complaint has been investigated and verified by the Superintendent, or his/her designee. Such investigation shall include consultation with the affected teacher.
- B. Any evaluation report made pursuant to Connecticut General Statute 10-151b may not be contained in the individual teacher's personnel file longer than thirty (30) days unless such report is shown to the subject teacher and such individual has been given the opportunity to review the report as evidenced by his/her signature. The signature of the teacher shall be understood to indicate his/her knowledge of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

## **ARTICLE 23**

### **RELIEF FROM NON-TEACHING DUTIES**

The Board and Association agree that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. Therefore, the Board will make every effort to the extent that they are financially able to relieve teachers from non-classroom supervision. This is in order that more of the teacher's time may be devoted to instruction, activities, and preparation. This article will not be subject to the grievance procedure.

## **ARTICLE 24**

### **CLASS SIZE**

The parties agree that it is important to maintain class sizes which are educationally sound. To this end, the Board agrees to maintain the provisions of its current policy regarding class size. It agrees not to change the provisions regarding class size during the term of this contract.

## **ARTICLE 25**

### **ACCUMULATED SICK LEAVE FOR RETIREMENT**

- A. Upon retirement under the Connecticut Teacher Retirement System, any teacher retiring with fifteen (15) years or more of consecutive service in the Willington Public Schools shall receive an amount equal to accumulated sick leave up to a maximum of 160 days at one-half (1/2) the prevailing substitute rate of pay. In order to receive this benefit in the last year of retirement, teachers planning on retiring and availing themselves of this severance benefit must notify the Superintendent in writing prior to January 1 of the final year of employment to permit the Board to budget for the payment. If the teacher fails to meet the preceding notice requirement, the Board may delay payment of the teacher's severance benefit until January 1 of the year immediately succeeding the teacher's retirement.
- B. Effective July 1, 2008, the Board shall establish a special purpose trust to allow retired employees to pay post retirement medical expenses on a tax free basis and converts lump sum distributions upon retirement from taxable earned income to an employer qualified 401(a) or 403(b) plan. The Association agrees to save the Board and its agents harmless from any claims, demands, suits, or judgments arising from actions taken by the Board in complying with the provisions of this Section.

## **ARTICLE 26**

### **DURATION**

The provisions of this Agreement shall be effective as of 1 July 2014 and shall continue and remain in full force and effect to and including 30 June, 2018.

**ARTICLE 27**  
**THE AGREEMENT**

This Agreement contains the full and complete Agreement between the Board and the Association on all negotiable issues. The parties may negotiate during the term of this Agreement if they mutually agree to or if they are ordered to negotiate said Agreement by a board or court of competent jurisdiction.

**ARTICLE 28**  
**INFORMATION**  
**TEACHER EVALUATION**

Teacher evaluation procedures are maintained in accordance with Connecticut General Statute 10-151 as amended.

## APPENDIX A-1

### PLACEMENT ON THE SALARY SCHEDULE

#### Credited Years of Teaching Experience

<u>Yrs.</u>	<u>Step</u>	<u>Yrs.</u>	<u>Step</u>	<u>Yrs.</u>	<u>Step</u>	<u>Yrs.</u>	<u>Step</u>	<u>Yrs.</u>	<u>Step</u>
<u>Exp.</u>		<u>Exp.</u>		<u>Exp.</u>		<u>Exp.</u>		<u>Exp.</u>	
<u>13-14</u>		<u>14-15</u>		<u>15-16</u>		<u>16-17</u>		<u>17-18</u>	
0	1	0	1	0	1	0	1	0	1
1-7	1	1-8	1.5	1	1	1	1.5	1	2
8	2	9	2.5	2-9	2	2	2	2	2
9	3	10	3.5	10	3	3-10	2.5	3	2
10	4	11	4.5	11	4	11	3.5	4-11	3
11	5	12	5.5	12	5	12	4.5	12	4
12	6	13	6.5	13	6	13	5.5	13	5
13	7	14	7.5	14	7	14	6.5	14	6
14	8	15	8.5	15	8	15	7.5	15	7
15+	9	16+	9	16	9	16	8.5	16	8
				17+	9	17+	9	17	9
								18+	9

#### NEW STAFF

In general, a teacher who is new to the Willington School System shall be placed on the appropriate STEP that correlates with his/her credited years of teaching experience, except when an external candidate is hired to fill a shortage area position, or a current teacher is hired to fill a new or vacant position in a shortage area subject as identified by the State Department of Education. In such cases, the Superintendent may establish a baseline credit of three (3) years of teaching experience before calculating the employee's actual years of experience.

Teachers possessing National Board Certification will received an annual stipend of \$500.



## APPENDIX A-2

### SALARY SCHEDULE FOR 2014-2015

Half-year of step movement. General wage increase of 1.51%

Step	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>6TH YR</u>	<u>PHD</u>
<b>1</b>	43,230	43,947	47,271	47,918	48,805	49,947
<b>1.5</b>	44,440	45,207	48,706	49,393	50,321	51,478
<b>2</b>	45,650	46,468	50,141	50,868	51,836	53,009
<b>2.5</b>	46,929	47,802	51,663	52,434	53,446	54,634
<b>3</b>	48,207	49,135	53,185	54,000	55,056	56,258
<b>3.5</b>	49,557	50,545	54,800	55,663	56,766	57,982
<b>4</b>	50,906	51,955	56,414	57,325	58,477	59,707
<b>4.5</b>	52,332	53,446	58,127	59,089	60,293	61,536
<b>5</b>	53,758	54,936	59,840	60,853	62,110	63,366
<b>5.5</b>	55,263	56,512	61,657	62,727	64,039	65,308
<b>6</b>	56,768	58,088	63,473	64,600	65,968	67,250
<b>6.5</b>	58,491	59,891	65,549	66,741	68,173	69,469
<b>7</b>	60,213	61,694	67,625	68,882	70,377	71,689
<b>7.5</b>	62,548	64,130	70,000	71,330	72,898	74,227
<b>8</b>	64,883	66,566	72,376	73,778	75,420	76,766
<b>8.5</b>			75,007	76,494	78,217	79,580
<b>9</b>			77,639	79,209	81,014	82,395

#### NEW STAFF

In general, a teacher who is new to the Willington School System shall be placed on the appropriate STEP that correlates with his/her credited years of teaching experience, except when an external candidate is hired to fill a shortage area position, or a current teacher is hired to fill a new or vacant position in a shortage area subject as identified by the State Department of Education. In such cases, the Superintendent may establish a baseline credit of three (3) years of teaching experience before calculating the employee's actual years of experience.

No new teacher hired on or after July 1, 2014 shall be eligible for placement on the BA +15 salary lane. All teachers who are currently on the BA + 15 lane shall be placed on either the BA salary lane or the MA salary lane for the 2017-2018 work year, depending on their degree status as of June 30, 2017.

Teachers possessing National Board Certification will received an annual stipend of \$500.

**SALARY SCHEDULE FOR 2015-2016**

Half-year of step movement. General wage increase of 1.525%

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 15</u>	6th Yr. or <u>MA + 30</u>	<u>Doctorate</u>
<u>1</u>	43,889	44,617	47,992	48,649	49,549	50,709
<u>1.5</u>	45,118	45,897	49,449	50,146	51,088	52,263
<u>2</u>	46,346	47,177	50,906	51,643	52,627	53,818
<u>.5</u>	47,644	48,531	52,451	53,234	54,261	55,467
<u>3</u>	48,942	49,884	53,996	54,824	55,896	57,116
<u>3.5</u>	50,312	51,316	55,635	56,511	57,632	58,867
<u>4</u>	51,683	52,747	57,274	58,199	59,369	60,617
<u>4.5</u>	53,130	54,261	59,014	59,990	61,213	62,475
<u>5</u>	54,577	55,774	60,753	61,781	63,057	64,332
<u>5.5</u>	56,106	57,374	62,597	63,683	65,016	66,304
<u>6</u>	57,634	58,974	64,441	65,585	66,974	68,276
<u>6.5</u>	59,383	60,804	66,549	67,759	69,212	70,529
<u>7</u>	61,131	62,635	68,656	69,932	71,450	72,782
<u>7.5</u>	63,502	65,108	71,068	72,418	74,010	75,359
<u>8</u>	65,873	67,581	73,479	74,904	76,570	77,937
<u>8.5</u>			76,151	77,660	79,410	80,794
<u>9</u>			78,823	80,417	82,250	83,651

**NEW STAFF** In general, a teacher who is new to the Willington School System shall be placed on the appropriate STEP that correlates with his/her credited years of teaching experience, except when an external candidate is hired to fill a shortage area position, or a current teacher is hired to fill a new or vacant position in a shortage area subject as identified by the State Department of Education. In such cases, the Superintendent may establish a baseline credit of three (3) years of teaching experience before calculating the employee's actual years of experience.

No new teacher hired on or after July 1, 2014 shall be eligible for placement on the BA +15 salary lane. All teachers who are currently on the BA + 15 lane shall be placed on either the BA salary lane or the MA salary lane for the 2017-2018 work year, depending on their degree status as of June 30, 2017.

Teachers possessing National Board Certification will received an annual stipend of \$500.

## APPENDIX A-2

### SALARY SCHEDULE FOR 2016-2017

Half-year of step movement. General wage increase of 1.68%

Step	BA	BA + 15	MA	MA + 15	6th Yr. or MA + 30	Doctorate
1	44,627	45,366	48,798	49,466	50,382	51,561
1.5	45,876	46,668	50,280	50,988	51,946	53,141
2	47,125	47,969	51,761	52,511	53,511	54,722
2.5	48,445	49,346	53,332	54,128	55,173	56,399
3	49,764	50,722	54,903	55,745	56,835	58,076
3.5	51,158	52,178	56,570	57,461	58,600	59,856
4	52,551	53,633	58,237	59,177	60,366	61,636
4.5	54,023	55,172	60,005	60,998	62,241	63,524
5	55,494	56,711	61,773	62,819	64,116	65,413
5.5	57,048	58,338	63,649	64,753	66,108	67,418
6	58,602	59,965	65,524	66,687	68,099	69,423
6.5	60,380	61,826	67,667	68,897	70,375	71,714
7	62,158	63,687	69,810	71,107	72,650	74,005
7.5	64,569	66,202	72,262	73,634	75,253	76,625
8	66,979	68,717	74,714	76,162	77,856	79,246
8.5			77,430	78,965	80,744	82,151
9			80,147	81,768	83,631	85,057

#### NEW STAFF

In general, a teacher who is new to the Willington School System shall be placed on the appropriate STEP that correlates with his/her credited years of teaching experience, except when an external candidate is hired to fill a shortage area position, or a current teacher is hired to fill a new or vacant position in a shortage area subject as identified by the State Department of Education. In such cases, the Superintendent may establish a baseline credit of three (3) years of teaching experience before calculating the employee's actual years of experience.

No new teacher hired on or after July 1, 2014 shall be eligible for placement on the BA +15 salary lane. All teachers who are currently on the BA + 15 lane shall be placed on either the BA salary lane or the MA salary lane for the 2017-2018 work year, depending on their degree status as of June 30, 2017.

Teachers possessing National Board Certification will received an annual stipend of \$500.

**SALARY SCHEDULE FOR 2017-2018****Half-year of step movement. General wage increase of 1.69%**

Step	BA	BA + 15	MA	MA + 15	6th Yr. or MA + 30	Doctorate
1	45,381	46,133	49,623	50,302	51,233	52,347
1.5	46,646	47,452	51,124	51,845	52,819	53,952
2	47,921	48,780	52,635	53,398	54,415	55,556
2.5	49,259	50,175	54,228	55,037	56,100	57,259
3	50,606	51,579	55,831	56,687	57,795	58,961
3.5	52,017	53,054	57,520	58,426	59,585	60,768
4	53,439	54,540	59,221	60,177	61,386	62,576
4.5	54,930	56,099	61,013	62,023	63,287	64,493
5	56,432	57,669	62,817	63,881	65,200	66,410
5.5	58,007	59,318	64,718	65,841	67,219	68,446
6	59,593	60,978	66,631	67,814	69,250	70,481
6.5	61,395	62,864	68,804	70,054	71,557	72,807
7	63,208	64,763	70,989	72,309	73,878	75,133
7.5	65,653	67,314	73,476	74,872	76,518	77,794
8	68,111	69,878	75,976	77,449	79,172	80,455
8.5			78,731	80,292	82,100	83,404
9			81,502	83,150	85,045	86,354

**NEW STAFF** In general, a teacher who is new to the Willington School System shall be placed on the appropriate STEP that correlates with his/her credited years of teaching experience, except when an external candidate is hired to fill a shortage area position, or a current teacher is hired to fill a new or vacant position in a shortage area subject as identified by the State Department of Education. In such cases, the Superintendent may establish a baseline credit of three (3) years of teaching experience before calculating the employee's actual years of experience.

No new teacher hired on or after July 1, 2014 shall be eligible for placement on the BA +15 salary lane. All teachers who are currently on the BA + 15 lane shall be placed on either the BA salary lane or the MA salary lane for the 2017-2018 work year, depending on their degree status as of June 30, 2017.

Teachers possessing National Board Certification will received an annual stipend of \$500

APPENDIX B  
EXTRA PAY SCHEDULE

September 2014 through June 2018 - Stipend Positions

		1.51%	1.53%	1.68%	1.69%
	13-14				
Web Master	\$656	\$666	\$676	\$688	\$699
Resource Teacher/Technology	\$1,152	\$1,169	\$1,187	\$1,207	\$1,227
Media Facilitator	\$1,152	\$1,169	\$1,187	\$1,207	\$1,227
Team Leader/Grade Representative	\$1,323	\$1,343	\$1,363	\$1,386	\$1,410
Curriculum Chairperson	\$803	\$815	\$827	\$841	\$856
Building Staff Development Coordinator	\$545	\$553	\$561	\$571	\$581
PDC Coordinators	\$467	\$474	\$481	\$489	\$498
TEAM Mentor (2nd year)	\$1,092	\$1,108	\$1,125	\$1,144	\$1,163
EIT Committee Member	\$545	\$553	\$561	\$571	\$581
<b>SPORTS</b>					
Athletic Director	\$1,092	\$1,108	\$1,125	\$1,144	\$1,163
Soccer Coaches (intramural)	\$1,310	\$1,330	\$1,350	\$1,373	\$1,396
Basketball Coaches (intramural)	\$1,310	\$1,330	\$1,350	\$1,373	\$1,396
Field Hockey Coach (intramural)	\$1,310	\$1,330	\$1,350	\$1,373	\$1,396
Baseball Coach (intramural)	\$1,310	\$1,330	\$1,350	\$1,373	\$1,396
Softball Coach (intramural)	\$1,310	\$1,330	\$1,350	\$1,373	\$1,396
Cheerleader	\$467	\$474	\$481	\$489	\$498
<b>EXTRACURRICULAR CLUBS</b>					
Clubs (year)	\$874	\$887	\$901	\$916	\$931
Clubs (semester)	\$436	\$443	\$450	\$457	\$465
(Clubs running less than a semester, or meeting less than weekly will be prorated.)					
<b>ACTIVITIES/ADVISORS</b>					
8th Grade Class Advisor	\$704	\$715	\$726	\$738	\$751
Student Council Advisor	\$827	\$839	\$852	\$866	\$881
Festival Director	\$656	\$666	\$676	\$688	\$699
Yearbook Advisor	\$704	\$715	\$726	\$738	\$751
Musical Performance Director	\$1,637	\$1,662	\$1,687	\$1,716	\$1,745

**ARTICLE 18**

**FRINGE BENEFITS**

- A. The Board shall provide for all eligible teachers the following:
  - 1. Medical Benefits:

**HEALTH SAVINGS ACCOUNT**  
**EFFECTIVE 2014-2015**

## HEALTH SAVINGS ACCOUNT

\*\*\*

Teachers shall be eligible to participate in medical insurance coverage, a High Deductible Health Plan with Health Savings Account (H.S.A.). In accord with legal requirements, this shall require a high up-front deductible payment, after which in-network benefits are without cost to the employee, excepting only the employee premium contribution.

1. There are two levels of annual up-front in-network deductibles under the H.S.A.: \$2500 for individual teachers and, \$5000 for a teacher plus one or more dependents. There is no separate deductible amount for two person coverage.
2. In-network benefits covered by the H.S.A. Plan, including Rx costs, are paid 100% after the deductible is satisfied. Out-of-network benefits require 30% payment by employee and 70% by the insurance company, up to two times the applicable employee deductible, to a \$5000/\$10000 maximum out-of-pocket annual expense.

There are many other features of the H.S.A. option that are not addressed here, and information will be provided to staff members and/or will be available on request. This is not an insurance policy, but is a thumbnail description of certain features, which does not alter or amend the terms of the actual insurance policy. In the event of any dispute, the terms of the actual insurance contract shall govern and be controlling.

3. One-half of the Board's annual contributions to employee's health savings accounts will be made in July, and the other half shall be deposited in September. September of each work year. The Board shall have no obligation to fund any portion of the annual plan deductible amount for retired teachers or other individuals upon their separation from employment.
4. For the 2014-2015 and 2015-2016 work years, the Board will contribute 70% of the plan deductible into a participating employee's health savings account. For the 2016-2017 work year, the Board will contribute 67.5% of the plan deductible into a participating employee's health savings account. For the 2017-

2018 work year, the Board will contribute 65.0% of the plan deductible into a participating employee's health savings account.



Each member is eligible to receive Vision Care Services and Optical Care Services, subject to the terms and conditions of the Agreement and this Rider when this Rider is selected as part of the Plan.

This Rider is not available to any person who does not have coverage under the Plan. This Rider replaces and supersedes any other Rider of similar coverage that may have been issued prior to the effective date of this Rider. The Agreement is amended as described below.

#### DEFINITIONS

The definitions set forth in the Agreement apply to this Rider. In addition, the following definitions apply to this Rider as well:

- A. NON-PARTICIPATING VISION CARE PROVIDER - A provider who is not a Participating Vision Care Provider. Note that a Non-Participating Vision Care Provider may constitute a Participating Provider under the other terms and provisions of the Agreement.
- B. OPTICAL CARE SERVICES - The eye wear materials described in this Rider.
- C. PARTICIPATING VISION CARE PROVIDER - A Participating Provider who has entered into an agreement with ConnectiCare (directly or through an IPA or a vision care network vendor) to provide Vision Care Services and/or Optical Care Services and that is eligible to be listed in the Vision Care Provider Listing, as updated from time to time.
- D. VISION CARE PROGRAM - The program of Vision Care Services and Optical Care Services as described in this Rider.
- E. VISION CARE PROVIDER LISTING - The printed listing of vision and optical care providers compiled and prepared by ConnectiCare for the Vision Care Program, as updated from time to time. A provider's listing in the Vision Care Provider Listing is not a guarantee that such provider is a Participating Vision Care Provider at the time services are rendered. Members should verify that a provider is participating in the Vision Care Program by calling ConnectiCare's Member and Provider Services department.

- F. VISION CARE SERVICES – The routine eye examination described in this Rider.

## **BENEFITS**

For the purposes of this Rider, the Agreement is amended to include the following benefits:

1. Vision Care Services:

- a. One routine eye examination per Member per calendar year, rendered by a Participating Vision Care Provider who is an ophthalmologist or optometrist, subject to a ten dollar (\$10.00) Copayment.
- b. If the Member is enrolled in a Point of Service Plan, the routine eye examination may be rendered by a Non-Participating Vision Care Provider. In that event, an Out-of-Network benefit equal to the lesser of the charge for the examination or \$30.00 is payable to the Member. In no event will the Member be required to pay more than thirty percent (30%) of the Non-Participating Vision Care Provider's reasonable and customary charge for the routine eye examination.

2. Optical Care Services:

- a. Members may purchase the eye wear materials described in b., below, which shall be discounted as set forth in subsection c., below, only if such services are purchased from the Participating Vision Care Provider who rendered the routine eye examination as set forth in subsection 1.a. of the Benefits provisions, above, or

If that Participating Vision Care Provider does not have dispensing facilities on his/her premises, then the Optical Care Services must be purchased from the Participating Vision Care Provider with whom the Participating Vision Care Provider who rendered the routine eye examination has made arrangements to dispense the Optical Care Services in his/her behalf.

If the Member is enrolled in a Point of Service Plan, and the routine eye examination is rendered by a Non-Participating Vision Care Provider pursuant

to the terms of this Rider, no Optical Care Services as set forth in subsection c., below, are available.

- b. Optical Care Services are: frames, lenses and lens options (including, but not limited to, progressive lenses, polycarbonate, scratch resistant coating, ultra-violet coating, anti-reflective coating, solid tint, gradient tint and photochromatic); soft and hard contact lenses and an initial disposable contact lens package; sunglasses (prescription and non-prescription); and replacement lenses.
- c. Discounts for Optical Care Services purchased from Participating Vision Care Providers are:

Frames & Lenses (other than sunglasses replacement lenses)	25% discount on the total purchase for purchases of \$250 or less; 30% discount on the total purchase for purchases over \$250
--	--

Contact Lenses	25% discount on the total purchase price of contact lens for purchases of \$250 or less; 30% discount on the total purchase price of contact lens for purchases over \$250; 25% discount on professional fees for fittings, follow-up exams, etc.; provided if the Participating Vision Care Provider's contact lens charge includes both the contact lenses and the fees for these professional services, and such charges exceed \$250, then the 30% discount shall apply only to the charge allocated to the contact lenses and not to the fees for professional services.
----------------	---

Replacement Lenses And Sunglasses	25% discount on entire purchase
--------------------------------------	---------------------------------

#### EXCLUSIONS & LIMITATIONS

For the purposes of this Rider, the Agreement's provisions related to Benefits, Exclusions & Limitations are amended to include the following:

1. The following vision examinations and services are excluded:

- d . . . w
- a. Services, frames, and lenses provided through a medical department, clinic or similar service provided or maintained by an employer, or provided under any other group coverage furnished by or arranged through any employer.
  - b. Tinted glasses or industrial safety glasses (except sunglasses) unless they are prescription lenses obtained at the option of the Member and would otherwise be covered as Optical Care Services.
  - c. Contact lenses, frames and lenses (except sunglasses) for cosmetic or convenience purposes.
  - d. Vision Care Services or Optical Care Services rendered after the date the Member ceases to be covered hereunder, except for lenses and frames ordered prior to such termination.
  - e. Benefits for any service that is or has been covered under any other section of the Agreement.
- 2. No Optical Care Services are available through a Non-Participating Vision Care Provider.
  - 3. No Optical Care Services are available when such services are prescribed by a Non-participating Vision Care Provider, even if the services are obtained at a Participating Vision Care Provider.
  - 4. Discounts on disposable contact lenses are available only on the initial lens package and only if the Member has never worn disposable contact lenses before.
  - 5. No benefits are available under the Agreement for annual retinal eye examinations for Members diagnosed with diabetes who do not have an existing condition of the eye (such as glaucoma or diabetic retinopathy). Instead, such examinations are covered under this Rider.

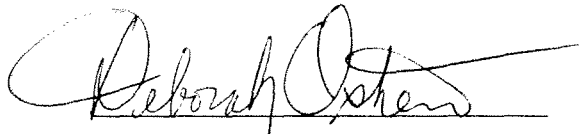
**ConnectiCare, Inc. & Affiliates**

In witness whereof, the duly authorized Parties hereunto affix their seals this  
\_\_\_\_\_ day of October, 2013.

Willington Board of Education

  
By Erika Weicenski, Chairman

Willington Education Association

  
By Deborah Ostein, Co-president

