WINDSOR LOCKS BOARD OF EDUCATION

AND

WINDSOR LOCKS TEACHERS' ASSOCIATION

July 1, 2013 – June 30, 2016

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ARTICLE 1 PREAMBLE

A. This Agreement is made and entered into by and between the Windsor Locks Board of Education (hereinafter referred to as the "Board") and the Windsor Locks Teachers' Association (hereinafter referred to as the "Association") pursuant to Connecticut General Statutes §10-153d to fix for its term the salaries and other conditions of employment and to encourage and abet effective, harmonious working relations between the Board and the professional staff in order that the cause of public education may best be served.

B. Except as is otherwise specifically provided in the Agreement, as the same may be amended from time to time, it is recognized that the Board of Education has and will continue to retain, whether exercised or not, the right, responsibility and prerogative and the duty under the General Statutes of Connecticut, to direct the operation of the public schools of the Town of Windsor Locks, including, but not limited to, the following: to give the children of the Town as nearly equal advantages as may be practicable, to decide the need for school facilities, to determine the need for summer school, shall have the care, maintenance, and operation of buildings, to determine the number, age, and qualifications of pupils admitted to each school, to employ and dismiss teachers, to designate the schools which shall be attended by various children, to prescribe rules for the management, studies, classification and discipline of the public schools, prescribe the textbooks to be used, maintain schools for at least one hundred eighty (180) days, to set the school hours, to expend funds in its sole discretion according to statutes which require that the Board may not exceed appropriations and to employ certified teachers and additional qualifications as may be required.

ARTICLE 2 RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative of the "teachers' unit", as defined in Section 10-153b of the Connecticut General Statutes.

B. Unless otherwise indicated, the term "teacher" when used in this Agreement shall refer to all employees in the above unit.

ARTICLE 3 GRIEVANCE PROCEDURE

A. <u>Purpose</u>

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

B. <u>Definitions</u>

1. "Grievance" shall mean a claim by a teacher or a group of teachers that there has been a violation, misinterpretation or misapplication of (a) the provisions of this

Agreement, or (b) written policies of the Board of Education and their administrative staff; provided, however, grievances filed under (b) above may only be processed up to the Board level, and may not be submitted to arbitration under Section E.4 below.

2. "Teacher" shall mean any certificated professional employee within the teacher unit and may include a group of teachers similarly affected by a grievance.

3. "Party in interest" shall mean the person or persons making the claim, including their designated representatives as provided herein and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

4. "Days" shall mean days on which school is in session during the school year, and shall mean Monday through Friday (excluding holidays) during the summer vacation period when both parties in interest are available, unless specifically indicated otherwise herein.

C. <u>Time Limits</u>

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.

D. <u>Informal Procedures</u>

1. If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.

2. If the teacher 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 principal or other appropriate administrator.

- E. Formal Procedure
 - 1. <u>Level One School Principal</u>

(a) If the teacher is not satisfied with the outcome of the informal procedures, he/she shall present his/her claim as a written grievance to his/her principal or other appropriate administrator within twenty (20) school days, or thirty (30) calendar days in the summer, after he/she first knew or should have known of the act or condition upon which the grievance is based.

(b) The principal shall, within five (5) days after receipt of the written grievance, render his/her decision in writing, stating that the grievance is either upheld or denied, with copies given to the teacher, the President of the Association (unless a written request is made by the teacher not to send the Association a copy) and the Superintendent of Schools.

2. <u>Level Two - Superintendent of Schools</u>

(a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the date of receipt of the decision, or within ten (10) days after his/her formal presentation, whichever occurs first, file his/her written grievance with the Association for referral to the Superintendent of Schools.

(b) The Association shall, within ten (10) days after receipt, refer the grievance to the Superintendent.

(c) The Superintendent shall, within twenty (20) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.

(d) The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher and to the Association.

3. <u>Level Three - Board of Education</u>

(a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision, or within ten (10) days after the hearing, whichever occurs first, file the grievance with the Association for appeal to the Board of Education.

(b) The Association shall, within ten (10) days after receipt, refer the appeal to the Board of Education.

(c) The Board of Education, or a Committee thereof, shall, within thirty (30) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.

(d) The Board, or a Committee thereof, shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association. The Board's decision as to grievances defined in Paragraph B(1)(b) shall be final.

4. <u>Level Four - Arbitration</u>

(a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance as defined in Paragraph B (1)(a) at Level Three, he/she may, within five (5) days after the decision, or within ten (10) days after the Level Three hearing, whichever occurs first, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

(b) The Association may, within ten (10) days after receipt of such request, submit a grievance as defined in Paragraph B(1)(a) to arbitration by so notifying the Board in writing.

(c) The Chairman of the Board and the President of the Association shall, within ten (10) 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 ten (10) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.

(d) The arbitrator selected shall review the record of prior hearings and shall hold such further hearings with the aggrieved teacher and other parties in interest, as he/she shall deem requisite. The arbitrator shall be limited to the specific terms of this Agreement and shall have no power to add to or delete from, or modify in any way any of the specific terms of this Agreement.

(e) The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issue submitted. The arbitrator's decision shall be final and binding on both parties.

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

F. <u>Rights of Teachers To Representation</u>

1. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at Levels 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 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.

3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure. The Board may call upon any professional services they desire.

G. <u>Miscellaneous</u>

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 for filing and processing grievances, and other necessary documents, shall be prepared by the Superintendent, with approval of the Association and made available through the Association, so as to facilitate operation of the grievance procedure.

3. On a grievance filed on or about June 1, it is the intent of both parties to shorten stated timetables for processing various levels to resolve the grievance by the last day of school.

4. Every attempt will be made by both parties to resolve all grievances by the close of school.

5. If the grievance occurs as the result of an action of other than the teacher's immediate supervisor, or the grievance affects a group or class of teachers, the grievance may be processed immediately at the Superintendent's level.

ARTICLE 4 SCHOOL YEAR

The School Board shall fix the school calendar each year, giving due consideration to the suggestions in a proposed calendar as approved by the Association and presented by December 1.

ARTICLE 5 EMPLOYMENT YEAR

A. <u>Teacher Employment Year</u>

The teacher employment year shall consist of one hundred eighty-six (186) days except for new personnel. One hundred eighty-three (183) days shall be student school days. The three (3) additional days shall consist of one day scheduled prior to the student school year that is a designated teacher directed workday and the other two days shall be used for professional development. These days shall be scheduled by mutual agreement between the Administration and the WLTA. Non-instructional days shall not occur on Saturdays or Sundays.

In addition to the foregoing, new personnel shall be required to attend orientation sessions and/or staff development training for up to three days prior to the start date of returning staff.

Should the Board increase the length of the teachers' employment year, it shall negotiate over the impact of such increase, if any, upon members of the bargaining unit. If the parties do not reach agreement in such negotiations after forty (40) school days they shall submit the question to binding arbitration according to procedures they shall develop by mutual agreement, or failing agreement, under the procedures of the American Arbitration Association.

The beginning date of the contract year for salary purposes shall be the date that required pre-school or orientation session(s) begin.

In addition to these required workdays a teacher shall be required to fulfill all professional responsibilities in connection with the start and the close of the school year, including but not limited to classroom, course and lesson preparation at the start of the school year.

ARTICLE 6 WORKDAY

A. Teachers shall not be required to report earlier than fifteen (15) minutes before the start of the student school day, except for early morning duty, and shall not be required to remain longer than ten (10) minutes after the close of school four (4) days per week, except for detention, and may leave at the close of school on the remaining day, except for detention. Teachers shall not be required to stay longer than one (1) hour after school on scheduled club meeting afternoons.

B. If in any school, one (1) day is set aside for one-half $(\frac{1}{2})$ hour of help for students at the close of school, teachers in the particular school shall be allowed to leave at the close of school two (2) days per week. On the other two days, a teacher shall be required to remain no longer than ten (10) minutes.

C. If no special help session is scheduled in a school, then Section A of this Article will apply.

D. Unless specifically noted herein, neither the length of the school day nor the limitations set forth in Paragraphs A and B above shall be changed without notice to and negotiation over the impact with the Association. Should the Board change said limitations or change the length of the school day from the times in effect at the end of the preceding school year, it shall negotiate with the Association over the impact of such change, if any, on the members of the bargaining unit. If the parties do not reach agreement in such negotiations after forty (40) school days, they shall submit the question of impact to binding arbitration according to procedures they shall develop by mutual agreement, or, failing agreement, under procedures of the American Arbitration Association.

E. The foregoing limitation shall not relieve teachers of the duty to furnish adequate help outside of class to students desiring and needing such extra help and shall not relieve teachers of their duties in connection with parental conferences on an appointment basis scheduled by the teacher.

F. In order to meet the needs of students who require extended day and/or extended year services, alternative schedules can be developed by mutual agreement between the WLTA and the Board of Education. In these circumstances, these alternative schedules will run on an annual basis, and require mutual agreement to continue.

Proposals for alternative schedules may be submitted by either party to the other party by May 1. Decisions on whether the alternative schedule will be approved shall be consistent with article 12.B. In unique circumstances, proposal may be made and approved after June 1. All parties must sign off on the agreed upon alternative schedule.

With prior approval of the building administrator, teachers in an extended day/year program may work up to ten days in September, and then take the days off during the "normal" school year, provided that they don't extend a long weekend or vacation period. Earned days must be taken on a Friday, and must be used by the end of the year in which they were earned. Teachers cannot be required to work extra days. Teachers who attend PLC's during non-scheduled time will be paid at the rate of \$32.50 per hour.

ARTICLE 7 AFTER SCHOOL MEETINGS AND DUTIES

A. Teachers are not required to remain after school involuntarily for longer than one (1) hour beyond the end of the normal workday to attend the following staff meetings:

1. General staff meetings or other meetings called by the Superintendent of Schools.

2. Specific day of each month building meetings.

3. Subject field groups, grade level groups or special groups authorized by the Superintendent of Schools.

B. In any case, teachers shall not be required to remain involuntarily for more than three (3) meetings per month.

C. Teachers shall be expected to be present at Open House except under unusual circumstances. At the high school, teachers shall be expected to attend a second Open House, one (1) hour in length, as long as Block Scheduling remains in effect.

D. Teachers shall be available for evening conferences with parents on one (1) date in the fall and one (1) date in the spring. The Superintendent shall designate the evenings on which each school will be open for this purpose. The Superintendent shall inform the Association President of the evenings proposed for such purposes and give the Association an opportunity to comment prior to finalizing the dates.

E. At least every other year, a teacher will serve on a committee (which may include, for example, Curriculum, Early Intervention, Leadership, Professional Development, Strategic Planning) which meets at least monthly. During the second year of participation in the State Department of Education TEAM program, teachers who are being mentored (protégés) shall be excused from serving on such committees.

ARTICLE 8 SUPERVISION AND TUTORIAL SALARIES

A. Teachers shall be expected to chaperon such special scheduled school events as dances and field trips; however, every effort shall be made to fill such duties on a voluntary basis.

B. Teachers shall be compensated at the following rate per hour for the supervision of special scheduled school events which take place outside of regular school hours, and summer curriculum work: \$25.00.

Such positions shall be assigned by the administrator in charge of said events. Teachers who desire such assignments should notify their principal that they are interested in the positions.

C. For tutorial homebound instruction, or summer school instruction which takes place outside of regular school hours, teachers shall be compensated at the following rate per hour: \$32.50.

ARTICLE 9 DUTY FREE LUNCH

All teachers shall have a duty-free lunch period equal to the lunch period of the pupils. Every effort shall be made so that elementary teachers shall have an uninterrupted period of thirty-five (35) minutes for lunch and preparation purposes.

ARTICLE 10 CLASS SIZE

A. In the primary grades (k-2) at the elementary level, the Board of Education will make every reasonable effort to maintain a class size not to exceed twenty-five (25) students.

B. In the intermediate grades (3-5) at the elementary level, the Board of Education will make every reasonable effort to maintain a class size not to exceed twenty-five (25) students.

C. At the secondary level (6-12), with the exception of classes in band, chorus, physical education, keyboarding, work experience, study halls, and remedial courses, the Board of Education will make every reasonable effort to maintain a class size not to exceed twenty-five (25) students.

D. In the area of special education as defined in Section 10-76 of the General Statutes, the Board of Education will make every reasonable effort to maintain a class size not to exceed fifteen (15) students.

E. At the secondary level in classes designated as remedial courses, the Board of Education will make every reasonable effort to maintain a class size not to exceed fifteen (15) students.

F. Special attention to class size will be given wherever special education students are mainstreamed into regular classes.

G. The parties agree to immediately meet and discuss any safety concerns raised by the Association related to class size.

ARTICLE 11 TEACHING PERIODS

A. All high and middle school teachers shall be scheduled for five (5) preparation periods each week. Teachers will only be asked to cover a class during their preparation period on an emergency basis; administration will make every effort to assign class coverage on a rotating basis.

B. At the elementary level, regular education teachers shall utilize, for the purpose of preparation, the time that specialists are with their class (i.e., Art, Library, Physical Education and Music.) Every reasonable effort shall be made to provide regular education elementary teachers at least one (1) preparation daily.

C. As long as the Board chooses to schedule a seven (7) period school day at the high and middle schools, all teachers on a departmental basis shall be scheduled for no more than five (5) teaching periods per day except on a voluntary basis and one (1) student study assignment.

ARTICLE 12 TEACHING ASSIGNMENTS

A. Teachers initially employed by the Board shall receive their building, grade and/or subject assignments from the Superintendent's office.

B. Teachers already in the System shall receive notification of their subject areas and number of classes for the ensuing school year on or before June 1 of the current school year, except under unusual circumstances.

C. 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 as soon as practicable. If any subsequent change is made to a teacher's program or schedule, he/she shall be notified immediately of such change.

D. This does not preclude emergency substitute assignments where supervision of a class or study situation may be required because of emergencies or special situations. An athletic or extracurricular activity scheduled three (3) workdays in advance by/with the administration shall not be considered an emergency or special situation.

E. Teacher assignments shall be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation or marital status.

F. In the determination of assignments, the convenience and preferences of the teachers shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the School System and the pupils.

G. In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules by the close of the current school year. Teachers assigned to more than one school who are required to use their personal vehicles for inter-school travel during the school day for teaching purposes shall be reimbursed for such travel by the Board at the mileage rate that is published by the I.R.S. at the time such travel takes place. Any teacher who plans to claim mileage reimbursement from the Board must receive prior approval for such travel from the Superintendent or his/her designee. Twenty (20) minutes shall be scheduled between classes to be held at different schools to allow for teacher travel.

H. The following conditions shall apply to teachers who serve as mentors:

1. Mentoring shall be voluntary;

2. Mentors shall be permitted release time of four (4) periods per year for participation in the mentoring program, subject to scheduling approval by their principal;

3. Mentees (protégés) shall be permitted release time of two (2) periods per year for participation in the mentoring program, subject to scheduling approval by their principal;

4. Mentors shall be compensated at the rate of \$1,000 per year.

ARTICLE 13 TEACHER TRANSFERS

A. When a reduction in the number of teachers in a school is necessary, volunteers shall be transferred first. Seniority in the Windsor Locks System shall be considered in selecting the volunteer. However, the overriding factors in all reassignments, voluntary transfers and involuntary transfers shall be certification and qualification for the assigned position. No transfer or reassignment will be considered unless it is consistent with the best interests of the Windsor Locks School System.

B. No teacher shall be deemed to be unqualified if he/she is certified in the subject to be taught and the conditions at Article 46A.5 have been met.

C. 1. When involuntary transfers are necessary, length of service in the Windsor Locks System shall be a factor in determining who will be transferred.

2. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this

meeting, the teacher may notify the Association, and the Superintendent or his/her designee will meet with the Association's representatives to discuss the transfer. Thereafter, a good faith effort will be made to transfer or reassign the teacher to an acceptable position.

D. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or schools (in order of preference, if the teacher has preferences) to which he/she desires to be transferred.

E. Teachers who desire a change in grade and/or subject assignment shall speak to the principal and/or immediate supervisor.

F. Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later than June 1.

G. Teacher transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation or marital status.

ARTICLE 14 POSITIONS AND VACANCIES

A. <u>Posting</u>

1. At least once each school year, the Superintendent shall post in each school building an announcement of the opportunity to volunteer for tutorial and/or homebound instruction assignments. There shall be a two (2) week period for applications. The Superintendent, based on responses to such posting (s), shall establish a list of teachers willing to accept such assignments. A teacher who is not on the list may have his/her name added by filing a written request with the Superintendent's office.

2. Vacancies, as used in this Article, means established position openings caused by death, retirement, discharge, resignation, or by creation of a new position. Classroom teaching positions which become open after the commencement of the school year and openings created by transfers shall not be considered vacancies.

3. Teachers on staff who hold the appropriate certification, upon filing for a vacant position, shall be given due consideration for the position before the job is posted to external candidates.

4. All vacant positions shall be posted in each school's faculty room and posted on the school website system.

B. <u>Advertising and Application</u>

1. Vacancies for all established positions shall be advertised on or before June 1 for the next school year except where provision is made otherwise within this Article.

2. Where the need to fill a vacancy arises during the summer months, notification shall be made by mail to the Association.

3. Advertising of vacancies shall be accomplished by posting in every school faculty lounge provided that advertising for department head and teacher cafeteria aide positions shall be limited to the appropriate building. All positions may be advertised outside of the System at the discretion of the Board or the Administration.

4. Advertising of vacancies shall include the position title, salary or rate of pay, or make reference to contract, certification requirements if any, last date for filing application, and person to whom application is to be made.

5. The advertising of vacancies for the following school year shall be for two (2) weeks in advance of the date of application; however, if the vacancy first arises on or after July 31, advertising shall be for only one (1) week in advance of the date of application. The Administration may re-advertise a vacancy at its discretion.

6. Such vacant positions within the bargaining unit shall be filled on the basis of qualification for the vacant position, provided, however, that where two (2) or more applicants are substantially equal in qualification in the opinion of the Superintendent of Schools the applicant with the greatest amount of seniority in the System shall be given preference.

7. All appointments to such vacant positions shall be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation or marital status.

8. Each candidate shall be notified regarding the outcome of his/her application for a vacant position.

C. <u>Teacher Positions</u>

1. When it becomes necessary to change the number of elementary positions at a grade level or levels in a given building, teachers assigned to that building will be provided the opportunity first for reassignment to such position(s). Advertising of these necessary reassignments will take place within the building only. Open positions existing after reassignments are completed will be considered vacant and then will be advertised system-wide.

2. Should a person on leave choose to return to the teaching unit, he/she must reapply by February 1 for reinstatement in the system during the ensuing year. Failure to do so shall be considered a resignation and will be so treated, provided the Superintendent has informed the teacher in writing by January 10 of this requirement.

D. <u>Coach-Athletic And Extracurricular Positions</u>

1. Each coach-athletic and extracurricular person is appointed to a position on an annual basis. A review of the appointment shall be made annually; provided, however, the termination of a coach who has been employed in the position for three (3) or more consecutive school years shall be in accordance with Section 10-222e of the General Statutes of Connecticut. Any other such appointment may be terminated for cause, or as listed in Section A.2 of this Article.

2. All coach-athletic and extracurricular positions shall be advertised by May 1 for the next year ensuing, except for coaching positions which have been occupied by the same individual for three (3) or more years, and which have not been terminated in accordance with Section 10-222e of the Connecticut General Statutes. Vacancies that occur during the school year will be advertised for one (1) week's duration.

ARTICLE 15 TEACHER FACILITIES

To the extent feasible in existing buildings and provided that no substantial capital investment is necessary, the Board and the Association agree that each school shall have the following facilities:

A. Space in each classroom in which teachers my safely store instructional materials and supplies.

B. A teacher work area containing equipment and supplies including a typewriter and copy machines to aide in the preparation of instructional materials. Calls for service shall be made promptly when necessary.

C. To the extent that the school district's computer resources permit in the future, a computer shall be located in the teacher work area. Teachers may also use computers in classrooms when they are not being used by students.

D. An appropriately furnished room to be used as a faculty lounge, which shall include a microwave and a working refrigerator. Said room is to be in addition to the aforementioned work area. A telephone shall be placed in each faculty lounge for non-toll use by teachers. An honor system for phone usage shall be in effect, with mutual endeavors by the WLTA and the Administration to restrict phone usage to non-toll purposes.

E. The faculty lounge will be maintained by the custodial staff.

F. A telephone booth with pay telephone shall be located in each building for use of both students and faculty.

G. There shall be one air-conditioned faculty lounge at each school.

ARTICLE 16 USE OF SCHOOL FACILITIES

A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided, however, the Association will be required to pay for any additional custodial costs involved by reason of said meetings. Request for the use of school facilities shall be made to the principal and approval shall be contingent upon the absence of a prior commitment for the same facility.

B. There will be one (1) bulletin board in each school building which will be placed in the faculty lounge for the purpose of displaying notices, circulars and other Association material. Copies of such material will be given to the building principal at the time of distribution, but his/her advance approval will not be required. The Association agrees that it will not post any material which is derogatory to the Administration, the Board of Education or any member thereof or the School System.

ARTICLE 17 DEGREE DEFINITIONS

A. The Salary Schedules listed in the appendices of the 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) A master's degree in education or another job related field earned at an accredited college or university; or (B) the completion of thirty (30) credit hours in a planned program at an accredited college or university; or (C) the completion of thirty (30) hours of graduate work approved by the Superintendent of Schools. Options B and C shall not be available to teachers hired after September 1983. Credits to be used under Option C must be approved in advance if earned after September 1, 1985.
- Sixth-Year: (A) A sixth-year certificate in education or another job related field from an accredited college or university or thirty (30) credits from an accredited college or university in addition to the master's degree; or (B) effective September, 1970, a second master's degree, without transfer of credit, in a discipline other than the discipline in which the initial master's degree was attained; or (C) the completion of sixty (60) credits from an accredited college or university beyond the bachelor's degree; all the above being approved by the Superintendent. Option C is not available to teachers hired after September 1, 1983. Credits to be used under Option C must be approved in advance if earned after September 1, 1985.

B. In order to qualify for a change in degree status during any school year, the employee must complete a salary upgrade form and submit it to the Superintendent no later than January 1 of the preceding school year.

ARTICLE 18 PART-TIME TEACHERS

Teachers working less than full time shall receive prorated salary and prorated benefits, including but not limited to sick leave, personal leave and insurance benefits, provided that full-time teachers whose positions are involuntarily reduced to less than full-time shall continue to receive full insurance benefits in the school year following the reduction of the position. For the purposes of any Supplemental Service Benefit, length of continuous contractual service shall be prorated on the same basis.

ARTICLE 19 SPECIALISTS

In order to provide for continuity and coordination of programs, where specialists are employed on the elementary level, classroom teachers shall remain with the specialist after the commencement of the period until the students have been seated and/or the class may proceed in an orderly manner. Time during such periods spent away from the classroom will be considered as teacher preparation time.

ARTICLE 20 SUBSTITUTE TEACHERS

A. The Board of Education will make every reasonable effort to employ substitute teachers in cases of teacher absences, including absences of specialists. When illness occurs during the school day and it is impractical to engage a substitute, teachers shall be expected to cover another's classes when it is absolutely necessary. Such voluntary assignments will be on a rotating basis.

B. Those individuals who are employed as long-term substitutes shall be paid at the first step of the B.A. lane on the salary schedule (or higher in the Superintendent's discretion in a shortage area) and shall receive all contractual benefits. Long-term substitutes shall be defined as those teachers who are certified in the subject area and hired to fill a vacant position within the bargaining unit for a full school year.

ARTICLE 21 PAYROLL DEDUCTIONS

A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.

B. A list of approved deductions is as follows:

Life Insurance Washington National Insurance Windsor Locks Teachers' Association Connecticut Education Association National Education Association Tax Sheltered Annuity Plans Health Insurance Plan Credit Union

Payment shall be made by direct deposit of paychecks.

C. <u>Dues Deduction</u>.

1. Each of the Associations named in Section B above shall certify to the Board in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board thirty (30) days' written notice prior to the effective date of such changes.

2. Deductions referred to in Section B above shall be made from each paycheck. Authorization for any month's deduction or change in same shall be delivered to the Business Office seven (7) days before the end of the month for the deduction to take place the following month.

3. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the Associations named in Section B above. The Board shall notify the Association monthly of any changes in said list. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board and the Association concerned in writing by September 15 of each year for that school year's dues.

D. The Board shall make available, on an optional basis, a Section 125 Flexible Spending Account for Accident, Health Insurance, (IRC Sections 105 and 106) and Dependent Care Assistance (IRC Section 129). (Those employees who utilize this option will assume the actual administrative costs for the Section 125 Flexible Spending Account).

ARTICLE 22 AGENCY FEE

A. All full-time teachers on continuing contract employed by the Windsor Locks Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. Membership dues or service fees paid by part-time teachers employed on continuous contract shall be prorated.

B. All teachers who elect to join the Association shall sign and deliver to the Association, if they have not done so already, an authorization for payroll deduction of membership dues of the Association. Said authorizations shall continue in effect from year to

year, unless such teacher notifies the Board of Education and the Association in writing in the month of June of any year, that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in Section A via payroll deduction.

C. On September 15, the Association shall deliver to the Board a list of those teachers from whom authorization cards have been received and from whom membership dues shall be deducted. On September 15, the Association shall also deliver to the Board a list of those teachers from whom authorization has not been received and from whom service fees shall be deducted.

D. The Board of Education agrees to deduct twice monthly from each teacher an amount equal to the Association membership dues or the service fee by means of payroll deduction. The amount of deduction for membership dues from each paycheck shall be equal to the total membership dues divided by the number of paychecks from and including the first paycheck of October through and including the last paycheck in June. The amount of 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 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 the school year. The amount of the service fee shall be certified by the Association to the Board of Education prior to January 1 of each year.

E. Those teachers commencing employment after the start of the school year shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Section B or be subject to Section C after such thirty (30) days. The amount of membership dues or service fee under this section shall be a prorated amount, equal to the percentage of the remaining school year.

F. The Board of Education agrees to forward to the Association Treasurer, each month, a check for the amount of money deducted during that month.

G. No later than the first paycheck of October of each school year, the Board of Education shall provide the Association with a list of all employees in the Teacher Bargaining Unit.

H. The singular reference to the Association herein shall mean or be interpreted as referring to the Windsor Locks Teachers Association, the Connecticut Education Association and the National Education Association.

I. The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article, including attorney fees.

ARTICLE 23 PROTECTION OF TEACHERS

A. Teachers shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.

B. Such report shall be forwarded through the Superintendent to the Board, which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which related to the incident of the persons involved.

C. If criminal or civil proceedings are brought against a member of the unit alleging that he/she committed an assault in connection with his/her employment, such member may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide counsel and the member of the unit prevails in the proceeding, then the Board shall reimburse the member of the unit for reasonable counsel fees incurred by him/her in defending the proceeding.

D. Teachers shall be protected and indemnified in accordance with the provisions of Connecticut General Statutes Sections 10-235 and 10-236a, as such statutes may be amended from time to time.

ARTICLE 24 PERSONAL INJURY BENEFITS

A. Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for a maximum period of 150 calendar days. Sick leave shall be charged on a prorata basis.

B. The Board shall have the right to have the teacher examined by a physician designated and paid for by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties.

ARTICLE 25 PERSONAL DAYS

Employees shall be entitled to the following leaves of absence with full pay for up to five (5) days per year for one or more of the following reasons:

- 1) legal demands which cannot be scheduled outside the work day;
- 2) marriage (self, children, parents, siblings of self or spouse);

- 3) for other personal business which cannot be conducted at other than scheduled work time.
- 4) attending funeral services.
- 5) for attendance at graduation exercises and/or other school functions (self, spouse, or children)

All personal leave requests shall be submitted in writing to the Building Administrator at least forty-eight (48) hours in advance (except in emergencies).

Personal leave shall not be taken immediately before or after a holiday or school vacation, except in extenuating circumstances.

Nothing herein shall prohibit the Board from taking appropriate action in the event of excessive absenteeism or a pattern suggesting abuse.

ARTICLE 26 JURY DUTY

A teacher who is called to jury duty shall receive the leave necessary to fulfill the legal obligation. Said teacher shall promptly notify the Superintendent of the call to jury duty. If the teacher elects, the teacher may apply for a postponement. This leave shall not be deducted from sick leave or personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

ARTICLE 27 PARENTHOOD LEAVE

Upon application at least thirty (30) days prior to the anticipated commencement of such leave (except in cases of adoption, where such notice shall be given as soon as is reasonably possible), a teacher shall be granted a leave of absence without pay or benefits for the purpose of childrearing following childbirth or adoption, subject to the following rules:

A. When childbirth or adoption occurs on or after February 1 of a school year, the teacher shall be granted parenthood leave for the remainder of the school year and the next year ensuing, if so requested. Failure to reapply by February 1 for reinstatement in the System during the ensuing year shall be considered a resignation and will be so treated. The teacher shall be notified of this requirement by the Superintendent or his/her designee.

B. When childbirth or adoption occurs before February 1 of a school year, the teacher shall be granted parenthood leave for the remainder of the school year, if so requested, but not for the next year ensuing.

C. Experience on the salary schedule shall be granted to such teachers who work more than half the school year (<u>i.e.</u>, work ninety-three (93) or more days) including sick time.

D. Parenthood leave shall be granted by the Board to eligible employees consistent with applicable state and federal statutory and judicial requirements.

E. Parenthood leave shall run concurrently with Family Medical Leave.

ARTICLE 28 ASSOCIATION LEAVE

If negotiation meetings between the Board and the Association are scheduled during normal working hours of the school day, not more than three (3) representatives of the Association shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings. When it is necessary, pursuant to the Grievance Procedure in Article 3 of this Agreement, for a school representative, member of the committee on PR&R or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she shall, upon notice to his/her supervisor, and/or principal and to the Superintendent by the President of the Association, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities, but this privilege shall be limited to one Association representative per grievance per day. Any teacher whose appearance in such investigations, meetings or hearings as a witness is necessary shall be accorded the same right.

The Association agrees that these rights shall not be abused.

ARTICLE 29 CONFERENCE LEAVE

A. The Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay. All requests are to be forwarded through the building principal, using a conference request form.

B. The Board agrees to reimburse all teachers attending a convention or conference or observing activities in another school system as follows: Reimbursement is granted only upon completion of a conference request form which may then be approved by the Superintendent. Reimbursement will be granted for approved expenses only. Reimbursement will be granted for travel at the rate that is then published by the Internal Revenue Service for each mile driven by a teacher in his/her personal vehicle, as well as for regular conference expenses, such as meals and lodging, provided that prior written permission for such expenses has been obtained from the Superintendent and that funds are available for this purpose. No reimbursement shall be made for the annual teachers' convention.

C. Such leave will be considered professional leave and will not be charged to the individual teacher's personal days.

ARTICLE 30 MILITARY LEAVE

A. Teachers entering military service will be eligible for step advancement on the salary schedule for each year of military service up to a maximum of two (2) years.

B. Return to the School System does not necessarily mean return to the same position but shall be contingent upon the vacancy for which the teacher is qualified, but in any case shall be to a position which is substantially comparable.

C. Upon the teacher's return to the system, the Board shall pay to the State Teachers' Retirement Association the full amount of assessments and interest due to provide full retirement credit to the teacher for the period of military service up to two (2) years.

ARTICLE 31 GENERAL LEAVE

A. A teacher may be allowed leave of no more than two (2) weeks at the discretion of the Superintendent, without loss of salary or benefits, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year. No such leave shall be considered unless application is made at least thirty (30) days in advance, except in extenuating circumstances.

B. The substitute pay rate shall be deducted from the teacher's pay.

C. Other extended leaves, with or without salary or benefits, may be granted at the discretion of the Board.

ARTICLE 32 GENERAL PROVISIONS

A. There shall be no reprisals of any kind taken by the Board or the Association against any teacher by reason of his/her membership in a professional teachers' organization or participation in its activities. It is also agreed that there shall be no reprisals taken by the Board or the Association against any teacher by reason of his/her not being a member of any professional teachers' organization nor participating in any if its activities.

B. All provisions of this Agreement shall apply equally to all teachers, without discrimination in regard to age, race, creed, color, religion, nationality, sex, sexual orientation or marital status.

ARTICLE 33 STAFF SALARIES

The salaries of all teachers covered by this Agreement are set forth in the appendices which are attached hereto and made a part of this Agreement. The indicated increments are granted for continuing satisfactory service.

All teachers shall be paid on a bi-weekly basis in one of the following methods:

A. There will be 20 checks equal to 1/25 of the annual salary for each pay period, and a final check equal to approximately 5/25 of the annual salary.

B. There will be 21 checks equal to approximately 1/21 of the annual salary for each pay period.

ARTICLE 34 SICK LEAVE

A. Teachers shall be entitled to sick leave of fifteen (15) days with full pay each year. Unused sick days shall be accumulated from year to year to a maximum accumulation of one hundred eighty-five (185) days.

B. Up to ten (10) days of sick leave will be allowed each teacher each year for illness in the immediate family. This will be deducted from the teacher's annual sick leave. This leave shall be counted as part of the leave for which the teacher is eligible under the Family and Medical Leave Act.

C. In the year of retirement, teachers who have accrued at least one hundred seventyseven (177) unused sick days as of their retirement date shall receive \$1,500.00.

ARTICLE 35 PLACEMENT ON THE SALARY SCHEDULE

All teachers upon initial employment shall be placed on an appropriate step in the salary schedule, taking into consideration the following:

- 1. Degree status as defined under Degree Definition Article 17.
- 2. Any teacher who transfers from another public school system without a break in service greater than four (4) years shall be placed upon the step up to that step the teacher would be on if all the experience had been in the Windsor Locks Public Schools. In general, teachers serving more than one-half $(\frac{1}{2})$ year of certified continuous public school service will advance one (1) year on the salary schedule. This one-half $(\frac{1}{2})$ year provision applies only to teachers entering the Windsor Locks Public School System effective the 1972-73 school year and each year thereafter.

The value of the previous experience shall be adjudged by the Superintendent in all other instances. All candidates will be informed of all benefits available.

- 3. Full credit for active service in the Armed Forces of the United States up to a maximum of two (2) years as stated in Article 31.
- 4. Teachers newly employed or recalled shall not be placed at a step of the salary schedule which is higher than the step of incumbent teachers with the same number of years of teaching experience.
- 5. The Board may, in its sole discretion, grant credit on the salary schedule for non-teaching work experience which is relevant to the assignment to be performed by the teacher. The maximum number of years of credit for non-teaching work experience which may be granted shall be three (3) years.
- 6. Thereafter teachers shall move one step with each satisfactory year of service; provided, however, that there shall be no step movement in any year in which a general step freeze is agreed upon between the Board and the Association.

ARTICLE 36 INSURANCE BENEFITS

The Board shall provide the following insurance benefits or the equivalent of each for all members, subject to the rules of the carrier:

A. <u>Blue Cross/Blue Shield Century Preferred Plan with Managed Benefits</u>.

1. In-network and out-of-network family benefits, with the following deductibles and co-payments, described more fully in Appendix C hereof, subject to the terms of the master policy:

Medical visit	\$25
Therapy	\$25
In-patient hospital	\$250
Specialty hospital	\$250
Out-patient	\$150
In-patient mental/substance abuse	\$250
Emergency room	\$100
High Cost Diagnostics	\$75

2. The monthly health insurance premiums shall be shared between the Board and the covered employee as follows:

	Board	Employee
2013-2014	81%	19%
2014-2015	80%	20%
2015-2016	79%	21%

3. For purposes of this Article "insurance premium" shall mean the "allocation rate."

B. <u>Anthem Luminos Plan</u>

1. A high deductible plan with a health savings account feature as described in <u>Appendix C</u> with the following deductibles:

Annual deductibles: \$2,000 single; \$4,000 two person or family, funded 50% by the Board

Co-insurance:

In Network – 0% Out of Network - 20% Out-of-pocket maximums: In Network - \$2,000 single; \$4,000 two person or family Out-of-Network - \$4,000 single; \$8,000 two person or family

2. The monthly health insurance premiums for the comprehensive plan shall be shared between the Board and the covered employee as follows:

	Board	Employee
2013-2014	86%	14%
2014-2015	85%	15%
2015-2016	84%	16%

D. Each teacher may elect, no later than August 15 of each year, which of the above alternative insurance programs (if any) that he/she wishes to enroll in. The Board will furnish all forms necessary for insurance coverage to all teachers well in advance of enrollment dates. Failure to fill out forms upon initial hire, or upon retirement of any form of insurance coverage, will render the teacher ineligible for benefits.

E. Irrespective of the Plan chosen by each teacher, the following additional benefits shall be made available:

1. Blue Cross full service dental plan. Rider A (Caps and Crowns) shall be included in the dental plan. The monthly dental insurance premiums shall be shared between the Board and the covered employee as follows:

	Board	Employee
Individual coverage	81%	19%
Dependent and Family coverage	75%	25%

Subject to carrier approval, Rider B (bridges) and Rider C (periodontics) shall be included in the dental plan at the employee's cost.

2. Prescription coverage shall be in the form of a fully-managed formulary plan with co-pay requirements of 10/30/45 for retail, two times retail (2x) for mail order which shall include mandatory generic substitution, with no physician override except in the case of a bona fide failure of, or reaction to, a specific generic medication, as described more fully in the summary attached here as <u>Appendix C</u>. In addition, after all appeals provided for under said plan have been exhausted, employees may make an appeal to the Board, the decision of which shall be final.

The co-payments referenced in the proceeding paragraph shall not apply to the comprehensive plan described below.

3. Group life insurance coverage of thirty-six thousand dollars (\$36,000) of benefit coverage for each full time teacher (provided any part time teacher receiving this benefit as of June 30, 2010 will be "grandfathered"), fully paid by the Board, with an option to increase at teacher expense to that level authorized by the insurance carrier.

F. The Board reserves the right to change insurance carriers at any time, with at least thirty (30) days' prior notice to the Association. No such change shall result in any lapse or reduction in benefits, or in any added burden to teachers in the filing or processing of claims. If the Board and the Association are unable to agree upon a change in insurance carriers within sixty (60) days from notice by the Board of its intention to change carriers, the matter, at the request of either party, shall be submitted to one man final and binding arbitration under the expedited rules of the American Arbitration Association.

G. The Board of Education will allow employees who retire under conditions specified in Article 47 entitled "Retirement: Supplemental Service Benefit," to continue hospital and medical coverage by those health service groups who accept the retirees as a member of the group plan in effect with the Board of Education. Full reimbursement to the Board of Education shall be made by the enrolled retiree for those coverages. This benefit shall be available to the age of sixty-five (65).

H. The Superintendent and such other administrators as he/she may designate are authorized to request the teacher to use a private car for such purposes as are deemed in the interest of education in the town, and, when so authorized, it shall constitute acting within the scope of the teacher's employment and in the performance of his/her duties.

I. The Board shall continue to offer a Section 125 premium conversion plan so long as permitted by law.

J. The Board shall offer to employees at group rates a disability insurance plan at the employee's full cost.

ARTICLE 37 EXTRA PAY FOR EXTRA DUTY

Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendix B which is attached hereto and made a part of this Agreement.

ARTICLE 38 CAFETERIA DUTY

A. Cafeteria duty for elementary and secondary school teachers shall be voluntary except that the Board reserves the right to assign such duty when there are insufficient volunteers. Compensation for such services shall be at the following rate for an annual assignment: \$1,700.00.

B. Each teacher performing cafeteria duty for the entire school year shall be entitled to the above stipend.

C. The term of service for cafeteria duty will be two (2) academic years, with commencement of terms on a rotation basis. At the end of a term, all teachers in the school are eligible to apply for the position of cafeteria supervisor. Selection of cafeteria supervisor shall be made by the Administration from among teachers who have applied.

D. There shall be four (4) cafeteria supervisors (teachers) assigned to each lunch period at the high school. As a result of the high school seven-day rotation schedule, the stipend shall be paid on a pro-rated basis. For example, if a teacher is assigned to one (1) period rotation for the entire year, she/he shall receive 1/7 of the stipend. A teacher who is assigned to cafeteria duty five (5) days out of seven (7) for one semester shall receive (5/7) five sevenths of one half (1/2) of the stipend.

E. In the event an individual school building schedule changes, the proration (described in Section D) for sharing the duty shall be based on the number of periods within the day.

ARTICLE 39 SPECIAL SCHOOL PROGRAMS

A. Initial consideration will be given to teachers presently employed by the Windsor Locks System in filling positions in the summer school, adult education and homebound instruction.

B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teacher performance, attendance record and prior experience in these programs, if any.

C. All openings for these positions shall be listed as early as possible so interested teachers may apply.

ARTICLE 40 DISTRIBUTION OF AGREEMENT

The Board shall provide each teacher with a Teacher's Manual which shall include the complete text of this Agreement or any successor Agreement. The Board and the Association will mutually agree on a printer and will share the cost of producing copies of these documents.

ARTICLE 41 CURRICULUM REVISION

A. Curriculum revision shall be thoroughly researched by a joint committee of the teachers and administration. The teachers shall play an active role in the preparation, implementation and evaluation of curriculum, and in the planning of curriculum days. The Board will encourage and support in-service training programs to prepare teachers for the new curriculum and will consider the use of released time when, in the judgment of the administration, it is required for an effective in-service workshop. The advisability of pilot programs rather than full implementation will be considered. Both teachers and administration will constantly evaluate and study both established and new curricula and either may suggest modification or change.

B. Each standing curriculum committee shall commence its functions not later than October of each school year and shall meet a minimum of four (4) times per year. In the event that members of a standing committee determine that the committee's interests would be served by the election of a Chairperson, the members of that committee shall designate a Chairperson by a majority vote. The Board will provide one-half (1/2) day of released time during the school year to the Chairperson of each committee to perform committee functions. Each standing curriculum committee will make an annual end-of-year report to the Superintendent of Schools of the status of its curricular area.

C. Standing curriculum committees composed of teachers and supervisors shall have authority to recommend and suggest changes directly to the Superintendent.

D. Participation on standing curriculum committees shall be voluntary. BEST mentees (protégés) shall be excused from serving on curriculum committees during their second year of participation in the BEST program.

ARTICLE 42 ACADEMIC FREEDOM

A. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except and to the extent that it may interfere with his/her effectiveness in teaching and/or supervising students.

B. No religious or political activities of any teacher (provided such activities do not take place during working hours) or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE 43 SEVERABILITY

In the event that any provision or portion of the Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE 44 STAFF LEADERSHIP POSITIONS

A. Team Leaders may be appointed at the Middle School. Area Leaders may be appointed at the High School as follows:

English, Library, and Reading Math and Science Social Studies and Foreign Language Applied Studies Student Services

B. The administration may not increase or decrease the number of staff leadership positions without first consulting with the Association. Notwithstanding any provision in this Article, any or all Team Leader and/or Area Leader positions may be eliminated by the Board of Education.

C. Team Leaders and Area Leaders shall be appointed for terms of one academic year. At the end of the one-year term, all members of each team or area, including the incumbent, are eligible to apply for the position of Team Leader or Area Leader.

D. Selection of Team Leaders and Area Leaders shall be made by the administration on the basis of teacher application and credentials. Notification of the selection of a Team Leader or Area Leader shall be made to members of the team or area within five (5) working days of the appointment. E. Compensation for such positions shall be as follows:

Team Leaders (Middle School) \$2,783 Area Leaders (High School) \$3,445

F. Team Leaders and Area Leaders shall not be regularly scheduled for study hall and home room assignments.

G. The Superintendent shall annually appoint a TEAM Coordinator who shall serve as the district facilitator for the program as required by State statute. The Coordinator shall be paid a stipend equal to that provided for mentor teachers by this contract. At the end of the one-year term, the position will be posted and made available to all eligible staff members, including the incumbent. The TEAM Coordinator shall receive the following an annual stipend of \$1000.

H. Teachers performing the following additional assignments shall be compensated at their applicable per diem rates for up to fifteen (15) days worked on said assignments outside of the regular teacher work year:

Curriculum Coordinators Coordinator of Instructional Technology

I. Teacher Leaders for Technology shall work ten (10) hours per month each month during the school year over and above their regular teaching duties, and shall receive the following stipends: \$2,773.

ARTICLE 45 REDUCTION IN STAFF AMONG TEACHER UNIT

A. When in the judgment of the Board of Education it becomes necessary to reduce the number of teachers in the teacher unit the Board shall determine the area(s) or position(s) in which the reduction shall take place. In determining who shall be released, the Board shall be guided by the following standards:

1. Non-tenured teachers in the area of reduction shall be released prior to tenured teachers, provided that tenured teachers are certified and fully qualified to teach within the area or position in which the reduction is scheduled.

2. Further, tenured teachers shall be permitted to replace non-tenured teachers in other areas or positions provided that they are certified and fully qualified for such position.

3. Among teachers to be released, the Board shall retain the teachers in the position or area of reduction having the greatest length of continuous contractual years of service

in positions requiring certification in the Windsor Locks School System on a System-wide basis, calculated from the start of the school year in which the individual teacher first began teaching in the Windsor Locks School System provided such teacher possesses the necessary certification and qualifications. For the purpose of this Article, continuous contractual years of service shall mean the continuous years of service under contract to the Board including authorized leave of absence.

4. Continuous contractual service shall be computed in one-year increments. School years in which a teacher has taught ninety-one (91) or more school days shall be considered a year of continuous contractual service; school years in which a teacher has taught less than ninety-one (91) school days shall not be considered a year of continuous contractual service.

5. A teacher shall be deemed to be qualified for a teaching position if he/she, within the seven (7) year period immediately preceding a proposed "bump" to a teaching position, has:

a. successfully taught at least one (1) school year in the subject area in question, in the case of departmental positions; or

b. successfully taught at least one (1) school year in grades Pre-K through 5 in the case of self contained positions; or

c. passed a State of Connecticut Competency Test in the subject area in question; or

d. earned at least twelve (12) college credits in the subject area in question no later than the end of the first school year of the assignment.

The above criteria are safe harbor rules and are non-exclusive avenues to qualification.

6. When the length of continuous contractual service is equal, the teacher who first signed his/her initial contract with the Board will be determined to have the greatest length of continuous contractual years of service.

7. When teachers in the area(s) or position(s) of reduction set by the Board have equal length of continuous contractual service in the Windsor Locks School System, the determination of the teacher(s) to be released among those with equal length of service shall be made by the Board based upon factors of performance.

8. Performance shall mean the overall evaluation of the teacher by the appropriate evaluator. The overall evaluation will be based on the individual yearly evaluation by the appropriate evaluator during the past three (3) years, if applicable.

9. The provisions of this Article shall not be arbitrable, but instead shall be processed according to Section 10-151 of the Connecticut General Statutes.

10. Any tenured teacher laid off pursuant to this Article, Reduction in Staff, shall have recall rights to any position in the bargaining unit which is created or becomes vacant and the Board wishes to fill during the fifteen (15) months following the effective date of termination. The available position is one which the Board wishes to fill and for which the teacher is qualified and certified. Where two (2) or more teachers subject to recall are substantially equal in qualification, the teacher who has the greatest length of continuous contractual years (as a member of the teacher bargaining unit) in the Windsor Locks School System shall be recalled. The Superintendent shall

notify the teacher and the Association in writing of said vacancy. The teacher shall have five (5) calendar days to accept or reject said offer in writing. If such teacher rejects an appointment offer in his/her area(s) of certification, or fails to respond to such offer, the teacher's name shall be removed from the recall list and he/she shall forfeit all such recall rights.

B. When a reduction in staff occurs affecting positions outside the teacher's bargaining unit, specifically those positions requiring administrative certification, the displaced administrator shall at the time displacement occurs be construed to be a teacher who is eligible for membership in the teacher's bargaining unit. The assignment or layoff of such teacher shall be governed by the standards set forth in this Article and C.G.S. §10-151. The continuous contractual service of such teachers shall include that service for the Windsor Locks Board of Education in positions requiring certification.

ARTICLE 46 RETIREMENT: SUPPLEMENTAL SERVICE BENEFIT

A. Teachers planning to retire who submit a letter of resignation to the Board, shall receive during their retirement year (last teaching year) a supplemental service benefit of \$2,100.00. The following comprises eligibility:

1. Twenty (20) years' service in Windsor Locks.

2. Twenty-five (25) years' service in education with ten (10) years' service in Windsor Locks.

3. The employee must have been hired before September 1, 2006.

B. Application for the above retirement supplemental service benefit shall be made by October 1 of the retirement year (last year of teaching) and shall be irrevocable. However, in the event of an unforeseen extreme emergency situation, such resignation may be withdrawn by mutual agreement between the teacher and the Superintendent.

C. For budgetary planning purposes teachers who are planning to retire shall notify the Superintendent in writing by January 1, preceding the retirement year (last year of teaching) in the Windsor Locks Public Schools. This notification is a non-binding letter of intent to retire and shall only be used for budgetary planning purposes.

ARTICLE 47 EXTENSION OF GUIDANCE STAFF WORK YEAR

A. Guidance work up to ten (10) days scheduled beyond the normal school year as set forth in the Article 5 entitled, "Employment Year," shall be at the discretion of the Board. When such work is scheduled and the individual Guidance Counselor agrees to perform such work, he/she shall be paid \$200 for each additional day(s) worked.

B. In addition to having additional duties during the school year over and above his/her regular duties and responsibilities, the Director of Guidance shall work at least 2.5 additional weeks after the close of school and shall receive the following stipend: \$5,564.70

ARTICLE 48 DISCIPLINE/JUST CAUSE

Written reprimands and/or suspensions shall be imposed only for just cause.

At least twenty-four (24) hours prior to issuance of a written reprimand or suspension, the teacher shall be entitled to a meeting with the appropriate administrator to discuss the reasons. At such meeting, the teacher may be represented by the Association, at the teacher's request.

ARTICLE 49 CONTINUING EDUCATION

A. Teachers shall be eligible for reimbursement by the Board at a rate up to fifty dollars (\$50) per semester hour for graduate level course work. Reimbursement shall be limited to a maximum of nine (9) semester hours in any one calendar year, and three (3) semester hours in any one semester or term, except during the summer, provided that requests for reimbursement beyond six (6) hours in a single school year may not be submitted prior to March 1 of that year. Subject to all other provisions of this Article, up to nine (9) semester hours may be approved for reimbursement for course work successfully completed during the summer semester.

B. Tuition reimbursement shall be subject to prior written course approval by the Superintendent of Schools or his/her designee and payment shall be made following evidence of completion of the course with a grade of B or better. The Superintendent's approval of course work shall be based on the relationship of the course to the teacher's assignment and/or the needs of the School District. No more than \$10,000 per year shall be expended by the Board for this tuition reimbursement plan. Upon resignation or retirement by any teacher who has received tuition reimbursement within the preceding five (5) years, all such payments within the five (5) year period immediately preceding retirement or resignation shall be returned to the Windsor Locks Board of Education.

C. Tuition reimbursement will be disbursed each year on June 30. Tuition reimbursement forms may be obtained from the Human Resources Department.

D. Upon earning National Board for Professional Teaching Standards Certification, teachers shall receive reimbursement from the Board of fifty (50%) percent of that portion of the National Board Certification application and registration fee for which no reimbursement is available from any other source. No more than \$2,300 per year shall be expended by the Board for National Board Certification application and/or registration fees. Upon successful completion of the National Board Certification program, teachers shall be awarded a stipend of five hundred dollars (\$500) annually.

ARTICLE 50 EVALUATION

During the life of the agreement, the evaluation instrument will be reviewed by the parties annually and in accordance with state law.

The plan will have four performance standards as defined by statute: exemplary, proficient, developing, and below standard. There shall be appropriate support at each level.

Effective in year three 3 of the agreement, teachers who are rated exemplary in a school year shall be entitled to attend professional development activities of their choice. The Board will contribute up to \$1000 towards expenses associated with the professional development activities, and teachers will be allowed to use professional days to attend. The teacher must attend the professional development activities in the school year following the school year of the exemplary rating, and attendance must be scheduled in advance with the appropriate administrator.

ARTICLE 51 DURATION

The provisions of this Agreement shall be effective commencing July 1, 2013, and shall continue and remain in full force and effect to June 30, 2016. The September 1 effective date notwithstanding, the beginning date of the contract year shall be the date on which the teachers' employment year begins.

SIGNATURE BLOCK

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

WINDSOR LOCKS TEACHERS' ASSOCIATION

	By
Date	Jeanne Russo
	Its President
	WINDSOR LOCKS BOARD OF EDUCATION
	By
Date	Patricia King
	Its Chairperson

THIS CONTRACT IS AN ARBITRATORS AWARD, NO SIGNATURES ARE REQUIRED

APPENDIX A-1

WINDSOR LOCKS

TEACHER SALARY SCHEDULE 2013-14

Years Of Previous Experience*	Step	ВА	МА	6 th Year
0-1	1	42,068	46,650	50,990
2	2	43,802	48,430	52,785
3-4	3	45,824	50,367	54,905
5	4	47,287	51,830	56,674
6	5	48,611	54,808	58,575
7	6	50,074	56,828	61,357
8-9	7	51,494	58,950	64,296
10-11	8	53,151	60,704	67,508
12	9	54,743	63,008	71,094
13	10	57,769	66,913	75,409
14	11	60,955	72,466	80,833
15	12	63,881	76,679	83,935
16+	13	67,536	80,850	89,148

*For initial Step placement only

There shall be no step movement in 2013/14.

APPENDIX A-2

WINDSOR LOCKS

Years Of Previous Step BA MA 6TH Experience* 1 50,990 42,068 46,650 0 1-2 2 43,802 48,430 52,785 54,905 3 3 45,824 50,367 4-5 4 47,287 51,830 56,674 48,611 54,808 58,575 6 5 7 6 50,074 56,828 61,357 51,494 58,950 64,296 8 7 53,151 60,704 67,508 9-10 8 63,008 71,094 9 54,743 11-12 57,769 66,913 75,409 13 10 60,955 72,466 80,833 14 11 76,679 15 63,881 83,935 12 68,211 90,040 16+ 13 81,658

TEACHER SALARY SCHEDULE 2014-15

*For initial Step placement only

Any teacher not already at top step as of July 1, 2014 shall advance one step on the Salary Schedule.

APPENDIX A-3

WINDSOR LOCKS

TEACHER SALARY SCHEDULE 2015-16

Years Of				
Previous Experience*	Step	BA	MA	6TH
0	1	42,488	47,117	51,499
1	2	44,240	48,914	53,313
2-3	3	46,282	50,871	55,454
4	4	47,760	52,348	57,240
5-6	5	49,098	55,356	59,160
7	6	50,575	57,396	61,970
8	7	52,009	59,540	64,939
9	8	53,683	61,311	68,183
10-11	9	55,290	63,638	71,805
12-13	10	58,346	67,582	76,164
14	11	61,564	73,191	81,641
15	12	64,520	77,446	84,775
16+	13	68,894	82,475	90,940

*For initial Step placement only

Any teacher not already at top step as of July 1, 2015 shall advance one step on the Salary Schedule.

APPENDIX B EXTRACURRICULAR SALARIES

- (1) Coaches or activity leaders are placed on the salary schedule based on years of experience of coaching in Windsor Locks with regard to the same or similar sports or activities.
- (2) When a coach moves, in the same or equivalent sport, from one level to a higher level (for example, freshman to assistant varsity or JV to V) that coach will move to step one (1) of the next higher coaching level. If the salary at step one (1) of the higher coaching level is below the salary the coach received at the lower level, the coach shall be moved to the next higher salary of the new level and moved along on the higher level until such time as his/her regular on step salary no longer represents a reduction in salary. From that point on the coach will be placed on step.
- (3) For coaches of girls' sports, such coaches shall be placed on the schedule per years of experience in that sport or equivalent sport per the level of coaching.
- (4) Equivalent sports are identified as soccer, field hockey, baseball, softball and same named sports for boys and girls.
- (5) If a sport or activity moves from a club or start-up activity to a regular interscholastic sport or activity, the coach or leader will be placed at step one (1) as of the time the sport or activity is (was) recognized as a contractual sport.
- (6) Coaches will receive credit for experience <u>only at the same level of coaching</u> (freshman, JV or varsity) for a given sport or equivalent sports. (See #2)
- (7) When a coach moves to a lower level of coaching in the same or equivalent sport, he/she will receive credit for number of years of coaching at the higher level in that sport. It is recognized that there probably will be a reduction of salary appropriate to the level of coaching.
- (8) When a coach moves to a different or non-equivalent sport at a lesser salary schedule, he/she will begin at step one (1) of the new sport.
- (9) Coaches will be paid on the payday following the close of their regular season.

APPENDIX B EXTRACURRICULAR SALARIES

	<u>Co</u>	oaching - High School			Activities - High School
#1 -	A B C	Basketball - Varsity Basketball - Assistant Basketball - Freshman	#2 -	Α	Band Director Senior Class Play Director Choral Director Junior/Senior Class Advisor
#2 -	A B C D	Football - Varsity Football - Assistant Football - Freshman Football - Freshman Assistant		B C	Director of Show Choir Senior Class Play Instrumental Director* Senior Class Play Assistant Director
#3 -	А	Baseball - Varsity Softball	#3		Yearbook
		Soccer Swimming	#4		Choreographer/Show Choir
		Track Field Hockey	#6		Math Team
		Track (indoor) Gymnastics	#10		Newspaper Student Council
	B C	Assistant Freshman			Freshman/Sophomore Class Advisor
#5 -	А	Cross Country Golf Tennis			
	В	Assistant Cross Country			
#6 -		leading Fall leading Winter			

#7 - Athletic & Intramural Director

* Salary established for standard Broadway musical; salary to be scaled down according to nature of production and number of participants by agreement with staff members involved, administrators and representatives of the Association.

	Coaching - Middle School			Activities - Middle School
#8	Basketball	#2 -	B C	Jazz Band Show Choir Director Power Company
#9	Baseball	#6		Drama
#10	Soccer Softball Cross Country Cheerleading Athletic & Intramural Director	#10		Audio - Visual Student Council Newspaper Math Team Computer Club Picture Book
		#11		Show Choir Director Power Company Too
		#12	A B	Choreographer - Show Choir Power Company Power Company Too

Note: Combined, expanded, abbreviated or unpaid volunteer Extracurricular Duties may result in modified stipends, which shall be deemed to be conclusively correct upon written agreement signed by the school administration and the participant.

APPENDIX B-1 EXTRACURRICULAR SALARIES

<u>2013-2016</u>

	1	2	3
1A	\$3,770	\$4,792	\$6,751
В	2,461	3,134	4,437
С	1,877	2,389	3,382
2A	3,916	4,975	7,017
В	2,512	3,198	4,510
С	1,718	2,370	3,450
D	1,619	2,062	2,914
3A	2,656	3,380	4,763
В	1,827	2,324	3,292
С	1,322	1,680	2,390
4	1,175	1,495	2,116
5A	1,546	1,969	2,778
В	1,137	1,448	2,042
6	1,765	2,248	3,177
7	3,693	4,700	6,627
8	1,885	2,390	3,388
9	1,586	2,017	2,854
10	1,175	1,495	2,116
11	495	628	889
12A	339	433	612
В	306	389	551

APPENDIX C INSURANCE SUMMARIES

Century Preferred \$25/\$250/\$100/\$150 Windsor Locks BOE Teachers FD 132- PROPOSED Union

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network <i>Member pays:</i>	Out-of-Network <i>Member pays:</i>
Office Visit (OV) Copayment	\$25 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$25 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$250 Per Adm.	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$25	Not Covered
Emergency Room (ER) Copayment – waived if admitted	\$100	\$100
Outpatient Surgery (OS) Copayment	\$150	Deductible & Coinsurance
Ambulatory Surgery (ASC) Copayment	\$150	Deductible & Coinsurance
Calendar Year Deductible (<i>individual/2-member family/3+ member family</i>)		\$200/\$400/\$500
Coinsurance	Not Applicable	20% after deductible up to
Coinsurance Maximum (individual/2-member family/3+ member family)		\$800/\$1600/\$2000
Cost Share Maximum (individual/2-member family/3+member family)		\$1000/\$2000/\$2500
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits

Well child care	No Charge	
Periodic, routine health examinations	No Charge	
Routine OB/GYN visits	No Charge	Deductible & Coinsurance
Mammography	No Charge	
Hearing screening	No Charge	

MEDICAL CARE

Office visits		
Primary Care	OV Copayment	
Specialist	SV Copayment	
Outpatient mental health & substance abuse - prior authorization required	OV Copayment	
OB/GYN care	SV Copayment	
Surgical fees of a Physician or Surgeon	OV/SV Copayment	
Maternity care – initial visit subject to copayment, no charge thereafter	SV Copayment	
Diagnostic lab and x-ray	No Charge	Deductible & Coinsurance
High-cost outpatient diagnostic ;	\$75 Copayment per	
The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans	service	
Note: \$375 Copayment Maximum per Member per Calendar Year	(See Note)	
Allergy services		
Office visits/testing	SV Copayment	
Injections—80 visits in 3 years	No Copayment	

HOSPITAL CARE – *Prior authorization required*

Semi-private room (General/Medical/Surgical/Maternity)	HSP Copayment	
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility – up to 120 days per calendar year	HSP Copayment	
Rehabilitative services – up to 60 days per person per calendar year	No Charge	Deductible & Coinsurance
Outpatient surgery – in a hospital	OS Copayment	

Ambulatory surgery – in other than a hospital setting	ASC Copayment	
EMERGENCY CARE		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – at participating centers only	UR Copayment	Not Covered
Emergency care – copayment waived if admitted	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

OTHER HEALTH CARE	In-Network Member pays:	Out-of-Network Member pays:
Outpatient rehabilitative services : Unlimited maximum for PT, OT, ST, and Chiropractic	SV Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices Unlimited maximum per calendar year	Covered	Deductible & Coinsurance
Diabetic supplies, drugs & equipment Diabetic drugs are covered under drug rider	Covered	
Infertility – prior authorization required Some restrictions may apply	Applicable Copayment	Deductible & Coinsurance
Home health care 200 visits per member per calendar year	No Charge	\$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- 7 exams, birth up to age 1
- \bullet 7 exams, ages 1 up to 5
- 1 exam every year, ages 5 up to 22

- Adult Exams
- ◆ 1 exam every year, ages 22+

Vision Exams: 1 exam every calendar year (superseded by vision rider \$25 copay) Hearing Exams: 1 exam per calendar year OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

NGF Effective 07/01/2013

CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM FD 132 TEACHERS

\$10 Copayment Generic Drugs \$30 Copayment Listed Brand-Name Drugs \$45 Copayment Non-Listed Brand-Name Drugs Unlimited Annual Maximum

Description of Benefits

You Pay:

10u 1 uy.		
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered	\$10
	non-proprietary and is not protected by a trademark. It is required to	
	meet the same bioequivalency test as the original brand-name drug.	
	Tier 1 copayment applies.	
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug	\$30
	identified on the formulary by Anthem Blue Cross and Blue Shield.	
	Tier 2 copayment applies.	
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription	\$45
	drug not identified on the formulary by Anthem Blue Cross and Blue	
	Shield. Tier 3 copayment applies.	
		Plan Pays:
Annual Maximum	Per member per calendar year	Unlimited

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You'll be responsible for two copayments when purchasing a **31-day to 90-day supply** of maintenance drugs through the mail-order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable Tier copayment *plus* the difference in cost between the generic and listed or non-listed brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the

medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

7/2013 Page 1 of 2

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered directly to their home.

The \$10 generic/\$30 listed brand-name \$45 non-listed brand-name copayment and unlimited annual maximum apply. When ordering a **31-day to 90-day supply, two copayments** will apply, as follows: \$20 generic/\$60 listed brand-name/\$90 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call

1-800-962-8192, or go to <u>www.anthemprescription.com</u>, to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating
 pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to
 a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

Benefits are limited to no more than a **30-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **90-day supply** for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$10 generic/\$30 listed brand-name/\$45 non-listed brand-name 3-Tier Managed Prescription Drug Program with an unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

7/2013 Page 2 of 2

Anthem.

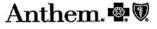
Lumenos

Lumenos HSA Plan Summary The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

WINDSOR LOCKS TEACHERS

Your Lumenos HSA Plan		
First – Use your HSA to pay for covered services: Health Savings Account With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.	Contributions to Your HSA For 2010, contributions can be made to your HSA up to the following: \$3,050 Individual coverage \$6,150 family coverage Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.	
Earn More Money for Your Account What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program. To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.	Healthy RewardsIf you do this:You can earn this in your HSA:Complete the Health Assessment online\$50Enroll in the Personal Health Coach Program\$100Graduate from the Personal Health Coach Program\$200Complete our Smoking Cessation Program\$50Complete our Weight Management Program\$50Some eligibility requirements apply. See page 2 for program descriptions.	
Plus – To help you stay healthy, use: Preventive Care 100% coverage for nationally recommended services.	Preventive Care No.deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.	
Then – Your Bridge Responsibility The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0. HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility. Health Account + Bridge = Deductible	Bridge Your Bridge responsibility will vary. Annual Deductible Responsibility \$2,000 individual coverage \$4,000 family coverage	
If Needed – Traditional Health Coverage Your Traditional Health Coverage begins after you have met your Bridge responsibility.	Traditional Health Coverage After your bridge, the plan pays: 100% for in-network providers 80% for out-of-network providers	
Additional Protection For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.	Annual Out-of-Pocket Maximum In-Network & Out-of-Network Providers \$4,000 individual coverage \$8,000 family coverage Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts. If you have questions, please call toll-free 1-888-224-4896 CGHSA2 (9/0)	

Lumenos HSA Plan Summary



Lumenos

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

Health Assessment: You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HSA per plan year. The health information you provide is strictly confidential.
Personal Health Coach: If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
Smoking Cessation Program: This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco- free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing this program.

• Weight Management Program: Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing the program.

To receive funds earned through Healthy Rewards, you must have an open HSA with Meilon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A Hepatitis B Diphtheria, Tetanus, Pertussis (DtaP) Varicella (chicken pox) Influenza – flu shot Pneumococcal Conjugate (pneumonia) Human Papilloma Virus (HPV) – cervical cancer H. Influenza type b Polio Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18

Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations: Hepatitis A Hepatitis B Diphtheria, Tetanus, Pertussis (DtaP) Varicella (chicken pox) Influenza – flu shot Pneumococcal Conjugate (pneumonia) Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

CGHSA2 (9/06)



Lumenos HSA Plan Summary

Lumenos

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- · Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- · Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services

- Prescription Drugs
- · Home health care and hospice care
- · Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year (including 80 Home Health Aide visits).
- PT/ST/OT and chiropractic services limited to a combined total of 50 visits per calendar year.
- Inpatient hospitalizations require prior authorization.
- Your Lumenos HSA plan includes a lifetime maximum of \$1,000,000 per member for out-of-network services.
- * for a complete list of exclusions and limitations, please reference your Certificate of Coverage.

If you have questions, please call toll-free 1-888-224-4896.

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- · Maternity Care
- Chiropractic Care

Lumenos HSA Plan Summary



Lumenos

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Inc., Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc., In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc., In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association.[®] Registered marks Blue Cross and Blue Shield Association.[®] LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

CGHSA2 (9/06)

Appendix D Extended Day/Year Agreement

Pursuant to Article _____, the Windsor Locks Board of Education, The Windsor Locks Teachers Association, <u>TEACHER</u> and <u>ADMINISTRATOR</u> hereby agree to the following extended day and/or year schedule for the <u>YEAR</u> school year:

- 1. The work year for this position shall be 186 days. 181 days shall be school days, and five days shall be teacher work days. Of those five days, one shall be a teacher directed workday.
 - a. The first day of work will be convocation, the opening staff meeting and professional development conducted prior to the first day of school.
 - b. The first instructional day will be <u>NUMBER OF</u> days after the regular school year begins resulting in <u>NUMBER OF</u> instructional days following the conclusion of the regular school year. The <u>NUMBER OF</u> instructional days delayed at the beginning of the year will begin immediately following the last day of school for the regular school year (note: this could be delayed should there be PD days at the end of the year due to snow).
- 2. The work day will remain seven hours and ten minutes. The teacher shall report fifteen minutes prior to the designated start time and remain ten minutes after the designated end time. During the extended year, the work day shall consist of four hours of student contact time, and thirty minutes of teacher plan time.
 - a. If this agreement is for an extended day, details of the extended day and non-extended day should be inserted here. Non-extended days will be scheduled collaboratively with the building administrators. By agreement of the teachers working in this program within a school, said teachers can deviate from the schedule provided that they provide administration with forty eight (48) hours notice. If necessary, administration of a school can deviate from a schedule with forty eight hours notice to the teachers. Extended day instructional staff will participate in building PLC's every Monday.
 - b. If this agreement is for an extended school year, once the normal school year ends, and the extended school year begins, there shall be four (4) students days and one (1) teacher preparation day per week. Teachers will not be restricted to the school during preparation days.
- 3. Teachers working an extended day pursuant to this agreement are exempt from Article 6, B.
- 4. Teachers working pursuant to this agreement are expected to attend meetings as defined in Article 7, provided that those meetings are scheduled for Mondays.
- 5. Teachers will get the same amount of prep time that the teachers in the school to which they are assigned receive.
- 6. This agreement expires at the end of the year as defined in number 1 above.

- 7. Teachers who have accepted positions in the program will not be laid off before the end of the work year.
- 8. Administrators will be either at the school or available by phone during the extended portion of the schedule.
- 9. All other aspects of the collective bargaining agreement shall remain in effect for teachers in this program.

Teacher

Building Administrator

WLTA President

Superintendent

Memorandum of Understanding Between The Windsor Locks Board of Education And The Windsor Locks Teachers Association

At each school, the school's leadership team shall meet to discuss the question "how can we reduce intrusions into prep time?"

Each leadership team will report back to the Administrative Team and the WLTA Executive Board by January 15, 2013.

For the Board

For the Association

Date

Date