

TOWN COUNCIL MEETING

NOVEMBER 12, 2002

6:30 P.M.

AGENDA

Blessing – Rev. Greg Makowski – St. Casimir Church, Wallingford

1. Roll Call & Pledge of Allegiance
2. Correspondence
3. Introduction of Caplan/Wooding Committee Members
4. Consent Agenda
 - a. Consider and Approve Tax Refunds (#302-376) Totaling \$14,934.95 - Tax Collector
 - b. Approve and Accept the Minutes of the October 8, 2002 Town Council Meeting
 - c. Approve Adoption of the Town Council Meeting Schedule for Calendar Year 2003
 - d. Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Purchased Services – Forest Management Acct. #001-4001-901-9019 to Purchased Services – Chemical House Acct. #001-4001-901-9920 – Dept. of Parks & Recreation
 - e. Consider and Approve a Transfer of Funds in the Amount of \$1,439 from Accrued Expenses Acct. #001-7060-800-3230 to Salary & Wages Acct. #001-6030-101-1000 – Personnel Director
 - f. Consider and Approve an Appropriation of Funds in the Amount of \$2,500 to Grant Revenues and to Program Expenditures in the Accelerating Academic Learning Grant of the Board of Education Budget
 - g. Consider and Approve an Appropriation of Funds in the Amount of \$44,989 to Grant Revenues and Program Expenditures in the Nellie Mae Education Foundation Grant of the Board of Education Budget

- h. Consider and Approve an Appropriation of Funds in the Amount of \$4,428 to Revenue Highway Safety Acct. #1050-050-5883 and to Police Overtime Acct. #001-2005-101-1400 in the Federal Highway Safety 2002 Expanded DUI Enforcement Program of the Dept. of Police Services Budget
5. Items Removed from the Consent Agenda
6. Executive Session Pursuant to Section 1-200(2) of the CT. General Statutes with Respect to Collective Bargaining Regarding the Wallingford Education Association Contract
7. Discussion and Possible Action on a Contract Between the Wallingford Board of Education and the Wallingford Education Association Effective September 2003 to August 2006 – Asst. Superintendent of Schools
8. PUBLIC QUESTION AND ANSWER PERIOD
9. Consider and Approve the Appointment of Eric Morse to the School Building Committee to Fill an Existing Vacancy as Requested by Chairman Robert Parisi.
10. Consider and Approve One (1) Appointment to the Position of Alternate on the Planning & Zoning Commission to Fill a Vacancy in a Term Which Expires 1/8/2004
11. Consider and Approve a Request from the Library Building Expansion Committee to Modify the Town's Bidding Process for the Purpose of Selecting an Architectural Firm to Advise the Town Regarding the Feasibility of the Expansion of the Public Library
12. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes with Respect to the Purchase, Sale and/or Leasing of Property – Mayor
13. Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss Pending Litigation with in the Following Tax Appeals:
 - W & W Properties, LLC v. Town of Wallingford
 - Vine v. Town of Wallingford
14. Consider and Approve the Settlement of W & W Properties, LLC v. Town of Wallingford – Town Attorney
15. Consider and Approve the Settlement of Vine v. Town of Wallingford – Town Attorney

TOWN COUNCIL MEETING

NOVEMBER 12, 2002

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, November 12, 2002 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:33 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Doherty, Farrell, Knight, Papale, Parisi, Toman and Vumbaco. Mayor William W. Dickinson, Jr. arrived at approximately 6:52 P.M. , Assistant Town Attorney Gerald E. Farrell, Sr. and Comptroller Thomas A. Myers were also in attendance.

A blessing was bestowed upon the Council by Rev. Greg Makowski, of St. Casimir's Church.

ITEM #2 Correspondence – No items were presented

ITEM #3 Introduction of Caplan/Wooding Committee Members

Those members of the committee in attendance were asked to come up to the front of the Auditorium to be introduced. They are as follows:

John Bradley
John LeTourneau
Loren Lettick

Rosemary Rascati
Caryl Ryan
Robin Wilson

Absent from the meeting:

Jay Fishbein
Jonathan Gilchrist
Charlotte Murphy

David Smith
Lucille Trzcinski

ITEM #4 Consent Agenda

ITEM #4a Consider and Approve Tax Refunds (#302-376) Totaling \$14,934.95 – Tax Collector

ITEM #4b Approve and Accept the Minutes of the October 8, 2002 Town Council Meeting

ITEM #4c Approve Adoption of the Town Council Meeting Schedule for Calendar Year 2003

ITEM #4d Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Purchased Services – Forest Management Acct. #001-4001-901-9019 to Purchased Services – Chemical House Acct. #001-4001-901-9920 – Dept. of Parks & Recreation

ITEM #4e Consider and Approve a Transfer of Funds in the Amount of \$1,439 from Accrued Expenses Acct. #001-7060-800-3230 to Salary & Wages Acct. #001-6030-101-1000 – Personnel Director

ITEM #4f Consider and Approve an Appropriation of Funds in the Amount of \$2,500 to Grant Revenues and to Program Expenditures in the Accelerating Academic Learning Grant of the Board of Education Budget

ITEM #4g Consider and Approve an Appropriation of Funds in the Amount of \$44,989 to Grant Revenues and Program Expenditures in the Nellie Mae Education Foundation Grant of the Board of Education Budget

ITEM #4h Consider and Approve an Appropriation of Funds in the Amount of \$4,428 to Revenue Highway Safety Acct. #1050-050-5883 and to Police Overtime Acct. #001-2005-101-1400 in the Federal Highway Safety 2002 Expanded DUI Enforcement Program of the Dept. of Police Services Budget

Motion was made by Mr. Knight to Approve the Consent Agenda as Presented, seconded by Mr. Farrell.

VOTE: Rys was absent; all ayes; motion duly carried.

ITEM #5 Withdrawn

ITEM #6 Executive Session Pursuant to Section 1-200(2) of the CT. General Statutes with Respect to Collective Bargaining Regarding the Wallingford Education Association Contract

Motion was made by Mr. Knight to Enter Into Executive Session, seconded by Mr. Farrell.

VOTE: Rys was absent; all ayes; motion duly carried.

The Council entered executive session at 6:43 P.M.

Present in executive session were all Councilors (with the exception of Mr. Rys), Mayor Dickinson, Joseph Cirsuolo, Ed.D., Superintendent of Schools; Dale Wilson, Assistant Superintendent of Schools; Andy Bravo and Atty. Farrell, Sr.

Motion was made by Mr. Knight to Exit the Executive Session, seconded by Mr. Farrell.

VOTE: Rys was absent; all others, aye; motion duly carried.

The Council exited executive session at 6:58 P.M.

ITEM #7 Discussion and Possible Action on a Contract Between the Wallingford Board of Education and the Wallingford Education Association Effective September 2003 to August 2006 – Asst. Superintendent of Schools (Appendix I).

It is noted that the Council does not need to approve the contract, the only action necessary, if desired, is to reject the contract. This item, therefore, went un-addressed.

ITEM #8 PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 15 Haller Place, Yalesville questioned the procedure of not taking action on the Teacher's contract.

It was explained that the only action required was to reject the contract if the Council felt it was necessary to do so.

Jack Agosta, 505 Church Street, Yalesville asked if the Town was going to have to pay the bill for the mix-up in the mailing notifying voters of their new districts and voting locations?

Mayor Dickinson stated that payment would not be made to the company since they failed to perform correctly the task for which they were hired to do.

Mr. Agosta next stated that many extra hours were put in by the Registrars to straighten out the problem that occurred with the mailing. He asked if extra pay would be given to the ladies for all their extra work?

Mayor Dickinson replied that no extra monies would be paid, for they performed work within the scope of their responsibilities.

Mr. Agosta stated that recognition should be given to those who helped to get the new mailing out in a timely fashion.

Chairman Parisi stated that any names that are brought forward will be duly recognized.

Ted Curran, 116 Knollwood Drive asked if the Town had received any grant money to offset the cost of the Lake Street property the Town purchased?

Mayor Dickinson replied that the Program Planner, Don Roe, has submitted an application to the State of CT. in the hopes of securing approximately \$150,000 in funding to offset the purchase of the property with town funds. No word has come down from the State yet as to whether or not we have been successful in obtaining the funds.

Mr. Melillo next urged the Mayor to make sure the Town departments are doing everything they can to curb unnecessary spending.

The Public Question and Answer Period was closed at 7:13 P.M.

ITEM #9 Consider and Approve the Appointment of Eric Morse to the School Building Committee to Fill an Existing Vacancy as Requested by Chairman Robert Parisi.

Motion was made by Mr. Knight, seconded by Mr. Farrell.

Mr. Morse's name is being submitted by Chairman Parisi to fill a vacancy that was created with the resignation of Ralph Acabbo, appointed to the committee by Chairman Parisi on 8/17/99.

Chairman Parisi stated that the appointment of Mr. Morse has been approved by the School Building Committee, itself.

VOTE: Rys was absent; all ayes; motion duly carried.

ITEM #10 Consider and Approve One (1) Appointment to the Position of Alternate on the Planning & Zoning Commission to Fill a Vacancy in a Term Which Expires 1/8/2004

Motion was made by Ms. Papale to Appoint Francine Viscuso, seconded by Mr. Vumbaco.

VOTE: Rys was absent; all ayes; motion duly carried.

Town Clerk, Rosemary A. Rascati performed the Swearing In Ceremony at this time.

ITEM #11 Consider and Approve a Request from the Library Building Expansion Committee to Modify the Town's Bidding Process for the Purpose of Selecting an Architectural Firm to Advise the Town Regarding the Feasibility of the Expansion of the Public Library

Present from the Library Building Expansion Committee were:

James Fitzsimmons
Fred Paige

Dick Rizzo
Karen Rosseler
Leslie Scherer

Mr. Fitzsimmons stated that the committee is before the Council for the purpose of requesting permission to use an alternative bid process for the selection of an architectural firm to conduct a feasibility study for the expansion of Wallingford's Public Library. After many meetings and careful consideration and discussions with the Town's Purchasing Department, the committee came up with five reasons they think are worth consideration for their request.

1. Professional Services

- the best work product could be hampered by the bid process
- there is a need for artistic input
- potentially, three phases of professional services required may mean three separate bids using the Town's standard bidding process

2. Qualified Firms

- the Town's process could limit the number of firms that would qualify

3. Limited State Funding

- the state has a small budget for public library expansion projects
- any funding that could be obtained would assist in the effort to fund the project
- timeliness is essential to applying for assistance

4. Review of Processes

- the committee reviewed the various Town, federal and state processes including the QBS system

5. Past Practice

- the committee pointed out that the Council has waived the process for similar projects such as
 - senior center
 - recreation building
 - school building expansion project

Mr. Paige explained how it would be beneficial to hire one firm for the feasibility phase, detail design and construction instead of three firms. To hire a firm just for the feasibility phase is not efficient.

He next reviewed the six step process for the selection of an Architectural Services Firm for the expansion of the Wallingford library including the feasibility study (Appendix II).

Step 1 – Solicit architectural firms through the RFP process using standard advertising.
State Library will augment the list.

Step 2 - Schedule and conduct walk through for interested firms

Step 3 - Receive proposals

Step 4 - Select 3-6 finalists (hopefully 3)

Step 5 - Site visits with team (min. of 2 people); perform reference checks; view quality of workmanship; evaluate quality of service rendered to previous clients

Mr. Farrell noted that one of the qualifications the committee is requiring is for the architect to have experience with a library expansion project of at least 25,000 square feet. What is the size of the present library?

Mr. Paige responded, the present building is 35,000 square feet. In a broad estimate, approximately 30,000 sq. ft. is needed for future needs – a nearly doubling of the size of the present building. The 25,000 sq. ft. qualification was selected because the committee wanted firms who have dealt with projects of this scope before.

Mr. Farrell asked if the site can support the doubling of the size of the building?

Mr. Paige replied, with the acquisition of the property next door, yes.

Mr. Knight complimented the committee on the handout that was presented to the Council; it was very thorough, professional and easy to understand. He asked, if approved tonight, what is the timetable for phase I of the project?

Mr. Fitzsimmons replied, the committee was envisioning, if given approval this evening, sometime during December architectural firms would be invited by the Town to bid on behalf of the committee; January would begin the interview process and, hopefully, by February into March the committee would be able to issue a report to the Town Council of their findings.

Chairman Parisi stated, it was very clearly explained initially that this would all depend on the availability of funds. I don't want to lose site of that fact.

Mr. Vumbaco asked if the Purchasing Department will be involved in the process?

Mr. Paige stated that he is sure they will provide advice and counsel as the committee proceeds. If there is a snag in the process of any sort, Purchasing will be contacted and involved. Mr. Pedersen (Purchasing Director) has been very involved and extremely helpful to the committee.

Ms. Doherty inquired as to the funding possibilities.

Ms. Scherer, Co-Director of the Library explained, the State Library is optimistic that between \$1.5 and \$2.5 million will be available even though there currently is a zero balance for this type of project. There were no grants given this year so there is going to be a backup of towns. The more complete and timely the application, the better chance we will have of getting something. Even if we got the maximum, it is very paltry.

Ms. Papale stated that the information was very clear and easy to understand. We are aware of the challenges we may have with funding but we will all hope for the best. The committee, I understand, is all working together and diligently on the project which makes for a good outcome.

Mr. Toman asked, if the funds are not available and there is a need to scale back on the project, does the committee feel confident that these larger firms can help on a smaller scale? Has the committee reached the point where it has seen firms that can only do larger scale...

Mr. Paige replied, in the requirement of 25,000 sq. ft., we are talking about renovation plus expansion. Our total project would actually be 65,000 sq. ft. on that scale because we are talking about making changes to the existing layout if you are going to expand. We couldn't just expand. We think there are plenty of firms out there that have experience with a total project of 25,000 sq. ft. even if we had to cut back, it would be significantly larger than that minimum requirement.

Mr. Melillo asked, if this request is not granted, how will it effect your library?

Ms. Rosseler answered, at the present we are just about at capacity for bookshelves, for the number of books that we have. To add any books we would have to remove. We always remove outdated materials but we would have to become more aggressive with that. Right now when we have added new materials with our recorded books and videos, we have taken areas that used to have seatings and have removed a lot of the seatings so on many evenings we have every seat full and people need more space to sit down and study. Quiet area has been eliminated and people are really looking for a place where they can go to have some quiet to continue their studies or just to relax and enjoy the materials at the library.

Mr. Melillo stated, it is his opinion that, although it would improve the library, it really is not necessary. The burden to financing this will fall on the homeowners.

Philip Wright, Sr., 160 Cedar Street stated, I knew the day would finally come when someone would say that waiving the bidding process has become a precedent. Can

someone tell me to what extent this process deviates from the Town prescribed procedures?

Mr. Paige answered, I think a major difference is the Town's process does not allow for the opportunity to gain an understanding of what the design options may be. Relative to the cost component, we are giving a 40% weight to the cost component. The Town's present two-envelope system gives 50% weight to the cost component. We are doing that because we feel, for professional services, the experience factor and the ability of an architect to affect the overall efficiency of a project such as value engineering is not usually reflected in the cost of the architect. It is reflected in the overall cost of the project. We are giving a little bit more weight to experience and the ability of an architect to get the most for our buck. I think the process is very objective and it is going to select for the Town the best architectural services firm for this project, not just the lowest bidder, but one that has a very cost-competitive proposal but is also going to deliver the best services to the Town. I think that if you really delve into it, it is a pretty objective process that really protects the Town and the taxpayer.

Mayor Dickinson added, one other significant difference is that you are limiting to a minimum of three and maximum of six who would participate in this process.

Mr. Paige added, who would get to the interview process.

Mayor Dickinson continued, there could be firms who would meet the other qualifications but you are limiting it to a certain number that would get through this process and that would not be part of a public bidding where everyone who qualified would be entitled to be interviewed or to participate in whatever the process was.

Mr. Wright asked, is it the opinion of the committee that they cannot use the standard procedure and effectively choose an architect? Is that correct?

Mr. Paige answered, that is correct.

Robert Sheehan, 11 Cooper Avenue stated, it seems as though there is something wrong with our bid process. Everyone who comes before the Council requests that an amendment be made to the Town's bidding process. If the Town's bidding process is lacking something, then it should be fixed.

Ted Curran, 116 Knollwood Drive stated, referred to a comment made by Ms. Rosseler that the Library is running out of shelf space for the books and suggested that the Town consider using space at the Senior Center as a sub-library center.

Comptroller Thomas Myers explained, there is no flaw in the Town's bidding system. Competitive bidding is open to all potential bidders who meet the qualifications. When the QBS or Qualification Based Selection system is used, not everyone is invited to

participate. Someone somewhere along the line makes a selection of which firms will be invited. That is the main difference. In the open, competitive system, any and all who meet the qualifications may submit a bid. Once their bid is reviewed and determined to meet the specifications, then all proceed on through the next steps of the process. That, in itself, can be very cumbersome and time consuming because you can have many firms and no way to really whittle down that number once it is on an open competitive format. I hope I have explained it clearly. There really is not a flaw in our bidding system. Many communities; their Charters do not require professional services to be bid. Wallingford's Charter requires professional services to be bid. That is a unique situation. The open competitive bidding system does work.

Motion was made by Mr. Knight to Approve the Committee's Request to Waive the Town's Bidding Process and Substitute it with the Process Submitted to the Council by the Committee this evening, seconded by Mr. Farrell.

Mr. Melillo stated his opposition to waiving the bidding process. He supports competitive bidding.

Chairman Parisi reminded everyone that a maximum of six firms will be interviewed for the project.

VOTE: Rys was absent; Toman, nay; all others, aye; motion duly carried.

ITEM #12 Withdrawn

ITEM #13 Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss Pending Litigation with in the Following Tax Appeals:

- W & W Properties, LLC v. Town of Wallingford
- Vine v. Town of Wallingford

Motion was made by Mr. Knight to Enter Into Executive Session, seconded by Mr. Farrell.

VOTE: Rys was absent; all ayes; motion duly carried.

The Council entered into executive session at 7:56 P.M.

Present in executive session were all Councilors (with the exception of Mr. Rys), Mayor Dickinson and Attorney Farrell, Sr.

Motion was made by Mr. Knight to Exit the Executive Session, seconded by Mr. Farrell.

VOTE: Rys was absent; all others, aye; motion duly carried.

The Council exited executive session at 8:08 P.M.

ITEM #14 Consider and Approve the Settlement of W & W Properties, LLC v. Town of Wallingford – Town Attorney

Motion was made by Mr. Knight to Approve the Settlement of W & W Properties, LLC v. Town of Wallingford as Discussed in Executive Session, seconded by Mr. Farrell.

VOTE: Rys was absent; all ayes; motion duly carried.

ITEM #15 Consider and Approve the Settlement of Vine v. Town of Wallingford – Town Attorney

Motion was made by Mr. Knight to Approve the Settlement of Vine v. Town of Wallingford as Discussed in Executive Session, seconded by Mr. Farrell.


VOTE: Rys was absent; all ayes; motion duly carried.

Motion was made by Mr. Farrell to Adjourn the Meeting, seconded by Ms. Papale.


VOTE: Rys was absent; all ayes; motion duly carried.

There being no further business the meeting adjourned at 8:10 P.M.

Meeting recorded and transcribed by:


Kathryn F. Zandri
Town Council Secretary

Approved by:

 (by RR)
Robert F. Parisi, Chairman

Date

11-26-02

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

11-26-02
Date

RECEIVED FOR RECORD 11-19-02
AT 2:35 P M AND RECORDED BY
Rosemary A. Rascati TOWN CLERK

Appendix I

WALLINGFORD PUBLIC SCHOOLS

142 HOPE HILL ROAD

WALLINGFORD, CONNECTICUT 06492

TELEPHONE (203) 949-6500

FAX # (203) 949-6551

SUPERINTENDENT
Joseph J. Cirusuolo, Ed.D.
Ext. 509
FAX # (203) 949-6550

ASSISTANT SUPERINTENDENTS
Dale A. Wilson - Personnel
Ext. 508
LeRoy E. Hay, Ph.D. - Instruction
Ext. 506

October 30, 2002

Mr. Robert Parisi, Chairperson
Wallingford Town Council
Town Hall
Wallingford, CT 06492

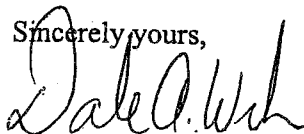
Dear Chairman Parisi:

The Wallingford Board of Education recently approved the contract of the Wallingford Education Association (W.E.A.), effective September 2003 – August 2006.

I would like to have this item placed on the agenda of the November 12th Wallingford Town Council meeting to be discussed. The Council does not need to approve the contract. The only action necessary, if desired, is to reject the contract.

Thank you.

Sincerely yours,



Dale A. Wilson
Assistant Superintendent for Personnel

DAW/kp

The following represents a summary of the tentative agreement reached with the Wallingford Education Association (the entire contract is attached):

- A. The last day of school will be a two (2) hour early release. (Presently, the Superintendent has done this for the past 12 years.)
- B. Vacant positions shall be announced to all teachers via e-mail during the period from November 1 through July 31. Applications for such vacancies must be made within 7 days. There will be no general requests for transfers.
(Presently, positions are posted in newsletters until April 15. Applications must be made within 10 days. General requests can be made at any time.)
- C. Teachers who are requested to provide their own transportation for inter-school assignments shall be paid .345 per mile (I.R.S. rate)
(Presently, the rate is .325 per mile.)
- D. Jury Duty – If a teacher is required to serve as a juror after having requested an initial postponement and if jury duty extends beyond five (5) days, the Board will compensate the teacher the difference between the jury fee and his/her salary. Teachers not requesting a postponement will not receive up to five (5) days of compensation.
(Presently, the teacher must request a postponement in order to receive compensation.)
- E. A teacher newly hired by the Wallingford Board of Education may be placed on up to two (2) higher steps on a salary schedule than a currently employed teacher with the same number of years of experience.
(Presently, we are not able to do this.)
- F. Any teacher under contract who completes ninety-six (96) days of service in the district during the school year will be eligible for advancement to the next step on the salary schedule.
(Presently, a teacher needs to complete ninety-five (95) days to advance.)
- G. Any teacher given a one time “signing bonus” for hard to find areas will be paid through the teacher’s regular biweekly paychecks.
(Presently, it is paid at the end of the year in one payment.)

Summary of Agreement

Page 2

H. 7th Year and Doctorate stipends will be increased by \$10.00 per year as follows:
(Presently, \$2,895)

	<u>7th Year</u>	
2003-2004		\$2905
2004-2005		\$2915
2005-2006		\$2925

(Presently, \$5,750)

	<u>Doctorate</u>	
2003-2004		\$5760
2004-2005		\$5770
2005-2006		\$5780

- I. Reclassifications (master's to sixth year, sixth year to seventh year and seventh year to doctorate) will only be made at the beginning of the school year.
Savings to Board of Education potentially \$15,000 to \$20,000.
(Presently, reclassifications are made in September and in February.)
- J. There will be no after school meetings including PPT's when there are scheduled open houses and conferences in the evening, except in an emergency.
(Presently, there is no specific language on this issue.)
- K. Elementary teachers school playground assignments will be reduced by one (1) teacher per playground session.
Cost to the Board of Education approximately \$35,000 (Aides will be hired to assist in supervising the playgrounds.)
(Presently, there are two teachers supervising during the recess sessions.)
- L. In order for teachers to receive pay in the following fiscal year, they must submit a letter of retirement to the Assistant Superintendent of Schools by November 15th. In the event of extenuating circumstances, the Assistant Superintendent will consider allowing the staff member to withdraw his/her letter of retirement.
(Presently, a letter of intent must be submitted by November 15th.)
- M. Salary Schedule (see attached schedules)
- | | |
|-----------|-----------------------------|
| 2003-2004 | 5.15% (Including Increment) |
| 2004-2005 | 5.15% (Including Increment) |
| 2005-2006 | 5.15% (Including Increment) |
- N. Delete the current practice of teachers receiving \$30.00 per credit for course work completed for advanced degrees, effective September 1, 2006. Staff members hired after September 1, 2003 will not be eligible for such payment.
Potential savings \$30,000-\$40,000 for the Board of Education.

Summary of Agreement

Page 3

- O. The following will be increased 5.15% for each year of this contract:
1. Appendix D – Special Salary Differentials
 2. Appendix F – Coaches Salaries
 3. Appendix G – Extra & Co-curricular Activities
 4. Appendix H
 - Special supervision assignments will be increased by \$.50 per year
 - Director of Summer School stipend will be increased by 5.15% per year
- P. Appendix I – Medical
Effective September 1, 2003 –
All teachers will have a managed 3-tier drug plan
Co-payment of \$5.00 - \$10.00 - \$20.00
\$2,000 yearly maximum
Two (2) co-payments for three months
Board and Wallingford Education Association agree to forming a steering committee for reviewing insurance coverage.
Savings to the Board approximately \$80,000 - \$90,000
(Presently, the teachers have a \$3.00 - \$5.00 - \$10.00 co-payment and one (1) co-payment for 3 months.)
- Q. Appendix I – Medical
Premium co-payment increased
- | | |
|-----------|-------|
| 2003-2004 | 12.5% |
| 2004-2005 | 12.5% |
| 2005-2006 | 13% |
- Caps Increased as well
Savings – Potentially \$100,000 during the life of the contract. Teachers presently pay 12%
- R. Effective September 1, 2003, a rider of dental coverage will be added at 100% cost paid by the employee.
- S. Effective September 1, 2003, the Board shall incorporate health and dependent care into a Section 125 plan.
Cost – approximately \$8,000 - \$10,000.
- T. Teacher Contracts
Teachers may resign for good reasons by submitting at least sixty (60) days notice during the months between August and May in any year and thirty (30) days notice during June and July in any year.
(Presently, it is a thirty (30) day notice at any time.)

Summary of Agreement

Page 4

U. Teachers may volunteer to supervise high school cafeteria during lunch periods for a stipend of \$1,200 per year. No one employed for less than three years will be asked to supervise.

If you have any questions or need any additional information, please feel free to contact me.

Thank you.

DAW/kp

Xc: Mayor Dickinson
Town Council
Town Clerk
A.Bravo
J.Cirasuolo
File

Appendix A

2003-04	BA	MA	6th
1	36,500	38,000	39,332
2	36,700	38,200	40,191
3	37,384	38,682	40,946
4	38,047	39,375	41,675
5	38,611	40,068	42,384
6	39,647	40,755	43,120
7	40,199	41,439	45,264
8	40,926	42,844	48,965
9	43,537	46,615	54,664
10	49,293	53,064	61,038
11	55,290	61,915	71,337

Appendix B

2004-05	BA	MA	6th
1	37,500	39,000	40,402
2	37,700	39,200	41,284
3	38,401	39,734	42,060
4	39,082	40,446	42,809
5	39,661	41,158	43,537
6	40,726	41,863	44,293
7	41,293	42,567	46,495
8	42,040	44,510	50,797
9	44,721	48,383	56,650
10	50,633	55,007	63,198
11	56,794	63,599	73,281

Appendix C

2005-06	BA	MA	6th
1	38,500	40,000	41,433
2	38,700	40,200	42,337
3	39,380	40,747	43,132
4	40,079	41,477	43,900
5	40,672	42,207	44,648
6	41,764	42,931	45,422
7	42,346	43,652	47,681
8	43,112	45,978	52,425
9	45,862	49,950	58,428
10	51,924	56,910	65,310
11	58,242	65,221	75,156

ARTICLE 1

PREAMBLE

- 1:1 This Agreement entered into this first day of September 2003 by and between the Board of Education of Wallingford, Connecticut, hereinafter called the "Board," and the Wallingford Education Association, hereinafter called the "Association."
- 1:2 This document shall constitute an agreement between the Board and the Association in the subject areas covered by the Agreement for its duration unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing and signed by both parties. Previously adopted rules or regulations in conflict with this Agreement are superseded by this Agreement.
- 1:3 The Superintendent or his designee will consult with the Association President or his designee whenever a matter of contract interpretation exists. Said meeting is to be at the mutual convenience of both parties.
- 1:4 The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association. In emergency situations, such negotiations shall not preclude the performance of such duties. Mandatory performance shall not be without just cause.

ARTICLE 2

RECOGNITION

- 2:1 Pursuant to sections 10-153a through 10-153f of the Connecticut General Statutes, as amended, the Board recognizes the Association for the purposes of professional negotiations as the exclusive representative of the teachers in the Wallingford school system.
- 2:2 The Association agrees to represent equally all teachers in the bargaining unit regardless as to membership in the Association, activities of the Association or the lack thereof, or any other association or the lack thereof.

ARTICLE 3

GRIEVANCE PROCEDURES

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

3:2 Definition of Grievance

The definition of a grievance shall be interpreted as a claimed misapplication or misinterpretation of a specific provision(s) of this Agreement. Whenever a grievance involves several teachers they shall act as a group with one or more designated to represent them or through the Association, but in either event the individual grievants shall be required to identify themselves. The grievance shall be in writing, giving a short statement, which identifies the article and section of the contract which is misapplied or misinterpreted, a short statement of the facts of the grievance and must be filed with the immediate supervisor within thirty (30) days of the act upon which the complaint is based.

3:3 Procedure - Informal Phase

3:3:1 The aggrieved member of the unit shall meet with the principal or immediate supervisor in an effort to resolve the grievance.

3:4 Procedure - Formal Phase

3:4.1 If the grievance is not adjusted under step 1, within five (5) school days the Superintendent shall meet with the aggrieved person, the principal or supervisor and a representative of the Association's P.R. & R. Committee. The Superintendent shall render his decision in writing to the grievant within five (5) school days of said meeting.

3:4.2 If the aggrieved person desires to continue his/her grievance into the next step, he/she shall refer the grievance to the Chairperson of the Board of Education within five (5) days after receipt of the Superintendent's decision, and a copy of the letter to the Chairperson shall be filed with the superintendent. The Board shall grant a hearing to the grievant to be held within ten (10) days after receipt of the letter.

3:4.3 A decision shall be made by the Board in writing and a copy of the letter shall be sent to the grievant and Chairperson of the P.R. & R. Committee of the Association within five (5) days after the hearing.

3:4.4 If the grievant is not satisfied with the decision of the Board, or if no decision is rendered within ten (10) days after the hearing by the board, he/she may file within five (5) school days after the decision a request for arbitration in writing to the Superintendent with a copy to the Chairperson of the P.R. & R. Committee of the Association in accordance with section 3:4.5 below.

3:4.5 The selection of an arbitrator shall be made jointly by the Association and the Board within five (5) school days. If no agreement can be reached on a mutually acceptable arbitrator, the selection shall then be made from a list in accordance

with the rules and regulations of the American Arbitration Association at that time. The arbitrator so selected shall then take such steps, as he/she deems appropriate to acquaint himself/herself with the grievance and shall render a decision in writing. The arbitrator shall have no authority to add to, subtract from or modify in any way the terms in this Agreement. He/she shall specifically be precluded from applying statutory law or rendering a decision which is an infringement of the Board of Education's statutory responsibility or which requires the commission of an illegal act.

3:4.6 The cost of the arbitration shall be borne equally by the parties. The decision of the arbitrator shall be final and binding upon the parties.

3:5 Miscellaneous

3:5.1 Waiver of Grievance

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

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

3:5.2 The Board and the Association reserve the right to act through professional representatives throughout the formal phase of the grievance procedure.

3:5.3 Throughout the grievance procedure, the word "days" shall be construed to mean school days.

ARTICLE 4

EMPLOYMENT YEAR

4:1 Teacher Employment Year

The scheduled work year of teachers covered by the Classroom Teacher's Salary Schedule (other than new personnel and others who may be required to attend preschool orientation sessions) shall begin no earlier than Monday of the week prior to Labor Day and terminate one (1) day after the close of school in June, but shall in no event be more than one-hundred-ninety (190) days of work.

All days, over one-hundred-eighty-five (185) student days, except for the normal teacher opening day preceding the student school year, will be in-service, training, curriculum type days, or for school closing. The last day of the student school year will be a 2-hour early release day for all schools.

All certified personnel required to perform additional services beyond the teacher's employment year, with the exceptions of positions described in Appendix D, shall be paid at the per diem pro rata amount of the annual base salary.

4:2 School Calendar

The Board of Education shall give the Education Council an opportunity to discuss the calendar fifteen (15) days prior to its adoption by the Board. Once the Board has adopted the calendar, except in emergency situations, changes will not be made without consultation with the Association.

4:3 The Board shall establish a flat-rate compensation for special curriculum development programs conducted during the summer months outside of the regular academic year. Such programs and their rate of compensation shall be posted in each school building office, and a copy of such posting shall be sent to the President of the Association simultaneous with said posting. Participation in such programs shall be voluntary. However, the Board reserves the right to select from all applicants the most qualified. In the event that there is no qualified applicant from within the system, then the Board may hire from without the school system, but in no event shall the Board pay a sum greater than that posted for the position.

4:4 Teacher Work Day - Impact Statement

If the school day is lengthened beyond the hours in effect during the 2002-03 school year, the Board of Education shall compensate the members of the bargaining unit affected at a rate of compensation based upon a prorating of their annual salaries equal to the percentage of the time the school day is extended.

ARTICLE 5

TEACHER ASSIGNMENTS - APPOINTMENTS - TRANSFERS

5:1 The assignment and transfer of teachers within the school system is the responsibility of the Superintendent of Schools. In the determination of assignments and transfers of teachers, first consideration shall be the best interests of the students of Wallingford and the most effective utilization of existing staff as determined by the Superintendent. Requests from teachers will be honored to the extent that the individual request does not conflict with the best interests of the educational program of the Wallingford school system. In the event that the effectiveness of the educational program will not be affected, either by reassignment or transfer of any of the prospective applicants, first consideration shall be given to the staff within the system on the basis of seniority. Requests for transfer must be made directly to the Assistant Superintendent of Personnel in

writing or by email within seven (7) calendar days of the publication of the vacancy.

5:2 Vacancies shall be made known to the professional staff through the professional staff newsletter and email from November 1st through July 31st of each school year. Applications for such vacancies must be made within seven (7) calendar days of the publication of the vacancy. There will be no general requests for transfers.

5:3 A vacancy shall be defined as a contract teaching position (half to full time) or administrative position in the Table of Organization, which it is the intention of the administration to fill.

5:4 In filling vacancies through voluntary requests for transfer, and where two or more applicants for the position are substantially equal in qualifications, preference shall be given to the senior most staff member.

Additional preference shall be given those teachers substantially equal in qualifications who request a voluntary transfer and who have been displaced due to position elimination for the eighteen (18) calendar months subsequent to their formal displacement.

5:5 Requests for reassignment within a school must be made through the principal no later than April 1 of the year preceding the school year of the desired reassignment. Such request shall be in writing and a copy shall be forwarded to the Assistant Superintendent in charge of Personnel. Copies of all such requests will be available to the WEA President on request.

5:6 Teachers shall be notified of their programs for the coming school year, including the schools to which they shall be assigned and the grades and/or subjects they will teach, by June 1, if possible, or within a reasonable period of time. Both parties recognize that, in some situations, assignments may not be known until after the commencement of the next school year.

5:7 In arranging schedules for those teachers assigned to more than one school, every effort will be made to limit the amount of inter-school travel and to limit the number of classes to seven (7) per day. Such teachers shall be notified of any changes in their schedules as soon as possible.

5:8 Mileage

Teachers who are required to provide their own transportation for inter-school assignments shall be paid thirty-four and one half cents (\$.345) per mile. Requests for payment must be submitted to the Board for payment within 30 days from the time the charge is incurred. In no event will requests for payment of May expenses, or estimates of June expenses be accepted later than June 8th.

5:9 Newly Created Positions

Vacant and newly created positions as known by the Board, other than classroom teachers and newly created teaching positions, within the school system shall be made known to the Association President by mail to his/her as known by the Board as soon as the position is officially open for application. The opening and closing dates for application are to be included in this notice.

5:10 Reduction in Force

Where teachers have the same seniority as defined herein, then skill and ability as determined by the Superintendent shall be used to determine staff placement for the purpose of layoff and recall.

5:11.1 If a position is eliminated in a building, or in the system, due to declining enrollment or other good cause, then the staff person that is displaced in the teaching area being reduced shall be the one with the least system wide seniority. Teaching area shall be defined as a teaching position for which specific certification is required. This section shall not apply to those teachers affected by the transfer of a program from one school or building to another where there is no reduction in staffing in that particular program. The definition of program will include complete programs or specialized programs which may exist within a department, i.e., Power Mechanics, Food Service, Nursing, M.R., Latin, LD Resource, IEP and will exclude individual courses and levels of those courses, i.e., Math, A.P., UConn credit, Academic, etc.

5:11.2 Displaced teachers shall have first choice, in accordance with their system wide seniority, of all vacant positions for which they are certified. Such teachers shall have priority over all other transfer requests.

Transitional class will be treated as a 1st grade when bumping is necessitated. (Could be by elimination of a 1st grade, a transitional class, or other circumstances.)

If 1/2 of a kindergarten is eliminated or any 1/2 position, the most senior teacher stays even if that person is in the 1/2 position, but the teacher in the 1/2 time position must accept a full time position.

5:11.3 In the event that a vacancy does not exist to which the displaced teacher may be appointed, and there is staff with less system wide seniority in the certification area of the displaced teacher, then the least senior teacher shall be displaced by the more senior staff member. However, if the least senior teacher in the area of certification occupies less than full-time position, then the displaced full-time teacher has the option of displacing the least senior full-time position in the area of certification.

- 5:11.4 All vacancies within the school system as defined in section 5:3 shall be made available to all those teachers in the system who have been displaced and are certified to teach in the area in which the vacancy has occurred. Filling of vacancies shall be made in accordance with the system wide seniority rights of displaced teachers; i.e., most senior has first selection, etc.
- 5:11.5 Teachers in a building, although not required to leave the building, but who must change assignments because of a reduction in staff, shall have the option of being placed within the building in accordance with their system wide seniority and certification or to be treated as a displaced teacher under the provisions of section 5:11.2 and section 5:11.4.
- 5:11.6 Seniority shall be defined as continuous service in the Wallingford School System. Such service shall commence from the actual date when teaching services are performed under contract from which the period of service is continuous.
- 5:11.7 Approved leaves of absence shall not constitute a break in service. Credit, however, will not be given for that period while on leave.
- 5:11.8 Teachers placed on the recall list shall not be considered to have their service interrupted for the purpose of seniority rights. Credit, however, will not be given for that period while on the recall list.
- 5:11.9 Prior full-time teaching service in Wallingford and/or degree status shall be used to determine seniority placement only when two or more teachers have the same seniority.
- 5:11.10 The failure of any displaced teacher to exercise his/her right to an available position by July 1st, except by mutual agreement of the displaced teacher, the superintendent or designee and the WEA, as determined under this article, shall constitute resignation from employment and forfeiture of recall rights or any other rights or benefits under this contract.
- 5:11.11 All administrators employed by the Wallingford Board of Education who are covered by the provisions of the Teacher Fair Dismissal (Tenure) Law and who are laid off from work due to a reduction in administrative staff shall be eligible to displace a teacher in accordance with provisions of this Article.
- 5:11.12 The following criteria apply for qualification and will be required with respect to positions involving the teaching of talented and gifted students:
1. certification in the appropriate grade level for the position; early childhood, elementary, middle grades or secondary academic; and

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

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

5:12 Recall Procedure

- 5:12.1** The name of any teacher who has been laid off because of the elimination of a position or a reduction of professional staff, or for whom there is no available position pursuant to section 6:3.2 or section 6:3.4 (**Reinstatement**), shall be placed upon a reappointment list in accordance with his/her seniority rights and remain on such list for twelve (12) months, provided such teacher does not refuse a reappointment for which he/she is certified, except that any displaced full-time teacher required to accept a less than full-time position has first preference in accordance with his/her seniority for available full-time openings for a twenty-four (24) month period.
- 5:12.2** Any teacher on the reappointment list shall receive a written offer of reappointment at least thirty (30) days prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within ten (10) days. If he/she accepts the appointment, he/she shall receive a written contract at least fifteen (15) days prior to the effective date of reemployment.
- 5:12.3** Recall of teachers will be based on their reverse position on the reappointment list, i.e., the most senior teachers shall be recalled first to positions for which they are certified to teach.
- 5:12.4** No new teacher shall be hired in a subject area or grade level until all laid-off teachers from that subject area or grade level have been recalled or decline the opening.
- 5:12.5** No new teachers shall be hired in a subject area or grade level before teachers who are laid off from other subject areas or grade levels, who may be qualified and who possess the necessary certification, are recalled or decline the opening.
- 5:12.6** Teachers being recalled shall be placed at the top of the list of all teachers whose length of seniority is the same as that of the returning teacher and who have not been previously recalled.

- 5:12.7 The separation of a teacher pursuant to this procedure will not affect any fringe benefits earned and/or accumulated or benefits to be earned and/or accumulated when reemployed, with the exception of salary schedule increments and years of service as applied to teachers' retirement. In the event of recall, the teacher shall be placed in the salary schedule at the step level he/she would have attained at the time of separation.
- 5:12.8 Teachers on the recall list shall be entitled to continue their group insurance coverage at the expense of the individual teacher.
- 5:13 **Applicability to Grievance and Arbitration**

All disputes relating to this staff reduction procedure are subject to the grievance and arbitration procedure of this contract, and such grievance and arbitration procedures may be instituted by a separated teacher.

ARTICLE 6

LEAVES

6.1 Sick Leave

- 6:1.1 Each professional employee certified by the State Board of Education and employed by the Board of Education of Wallingford shall be entitled to fifteen (15) days of sick leave with full pay each year. Unused sick leave shall be accumulated from year to year as long as the employee remains continuously in the service of the Wallingford Board of Education and such authorized accumulation of sick leave shall not be less than that mandated by state statutes.
- 6:1.2 Illness may be reviewed by the School Health Department and the administration at any time. In reviewing illness on the part of a teacher, the Board may require the teacher to have a medical examination. If the teacher elects to use the Board recommended physician, then such expenses shall be borne by the Board. In the event the teacher wishes to be examined by a physician of his/her choice, then payment to the physician shall be made by the teacher. A copy of the results of said examination is to be provided to the Board of Education.
- 6:1.3 Teachers shall be notified in writing of their accumulated sick leave in June.

6:2 Short Term Leaves

6:2.1 Leave for Illness and Death in the Immediate Family

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

Immediate family shall be construed to mean father, father-in-law, mother, mother-in-law, grandparents, sister, brother, wife, son, daughter, or husband.

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

6:2.2 Each teacher shall be entitled to two (2) days' leave in an academic year for personal or business requirements, which cannot be conducted except during scheduled working hours. Application for such leave shall include a general statement of reason and shall be forwarded directly to the Assistant Superintendent in charge of personnel. Except in unusual circumstances, it is expected that such leave will be granted. It is specifically understood that personal days shall not be granted during the first week of school, the last week of school or on the day preceding holidays or vacation, the day succeeding a holiday or vacation, except in case of an emergency. Furthermore, personal leaves under this section will not be granted during scheduled staff development days unless, in an emergency, the Assistant Superintendent for personnel approves such personal leave.

6:2.3 Religious Observances

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

6:2.4 Visiting days - Conventions - Professional Duties

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

6:2.5 Jury Duty

If a teacher is required to serve as a juror after having requested an initial postponement and such jury duty extends beyond five (5) days, the Board will pay the difference between the statutory jury fee and his/her salary. For teachers not requesting a postponement, the Connecticut State Statutes applies. It is expected that when the staff member is released early or dismissed, he/she shall resume regular duties or those as assigned by the Superintendent.

6:2.6 Reserve Corps Training

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

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

6:2.7 Military Leave

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

6:2.8 Year End

Consideration shall be given to requests for leave before the close of the school year only for reasons of professional improvement or emergency circumstances.

6:3 Long Term Leaves

6:3.1 For good cause and with the specific recommendation of the superintendent, a professional staff member may be granted a leave at the discretion of the Board. The duration of the leave shall be established at the time it is granted. Notification of request to return shall be made to the Superintendent in writing by March 1 prior to the date of the expected return. Notification of intent to return shall be given or agreed upon between the teacher and the Board at the time the leave is approved.

Each full-time teacher who has been employed by the Board shall be eligible for up to twelve (12) weeks unpaid leave in a school year in accordance with the provisions of the Family and Medical Leave Act of 1993 for one or more of the following:

1. birth of a child of the employee;
2. placement of a child with the employee for adoption or foster care;
3. care for a spouse, child or parent of the employee if that spouse, child or parent has a serious health condition;
4. a serious health condition of the employee that makes the employee unable to perform the functions of his/her position.

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

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

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

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

- 6:3.2** Teachers on long-term leave, in the event they return to the Wallingford school system, shall receive accumulated sick leave status in effect at the time of their departure and, if vacant, shall receive the same position or a similar one prior to the inception of the leave. It shall be understood that there is no guarantee of a position. If no such position then exists or is available, the teacher shall be treated as a displaced teacher as defined in section 5:11.2 and his/her recall rights shall be governed by the provisions set forth under sections 5:10, 5:11, Reduction in Force, and section 5:12, Recall Procedure.

6:3.3 Maternity Disability Leave

Female professional staff members, who are disabled as a result of pregnancy, shall be granted a leave of absence. Such leave shall be subject to the provisions of the Family Medical Leave Act of 1993.

6:3.4 Sabbatical Leaves

Purpose

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

Eligibility

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

Selection of Candidates

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

Compensation While on Sabbatical Leave

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

Future Service Requirement

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

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

Insurance Provisions While on Sabbatical Leave

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

Report Following Termination of Leave

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

Reinstatement

Teachers on sabbatical leave, in the event they return to the Wallingford school system, shall receive accumulated sick leave status in effect at the time of their departure and, if vacant, shall receive the same position or a similar one prior to the inception of the leave. It shall be understood that there is no guarantee of a position. If no such position then exists or is available, the teacher shall be treated as a displaced teacher as defined in section 5:11.2 and his/her recall rights shall be governed by the provisions set forth under section 5:10, 5:11, Reduction in Force, and section 5:12, Recall Procedure.

For leaves of absence, sabbaticals or unanticipated open positions of less than 1/2 year duration, the Board may hire a permanent substitute to fill the position for that school year or the duration of the leave. In filling leaves, sabbaticals, or unanticipated open positions of more than half-year duration, the Board shall hire a teacher under contract if a candidate of satisfaction to the Board is available and if the Board determines sufficient funding exists to support the position.

- 6:3.5 For leaves of absence, sabbaticals or unanticipated open positions of less than 1/2 year duration, the Board may hire a permanent substitute to fill the position for that year or the duration of the leave.

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

ARTICLE 7

PLACEMENT ON THE SALARY SCHEDULE

7:1 Allowable Credit for Teaching Experience

- 7:1.1 A teacher newly hired by the Wallingford Board of Education may be placed on up to 2 higher steps on the salary schedule than a currently employed teacher with similar teaching experience in the Wallingford school system and/or academic preparation would receive. The Association will receive notice when this occurs.

- 7:1.2 Any teacher under contract who completes ninety-six (96) or more days of service to the district during the school year shall the following school year be eligible for advancement to the next step on the salary schedule.
- 7:1.3 Full credit on the salary schedule may be granted to professional staff members for up to two (2) years of military service with the recommendation of the Superintendent and the approval of the Board of Education.
- 7:1.4 Commencing immediately upon settlement of this agreement, up to a maximum of \$5,000 stipend may be paid through regular bi-weekly checks to teachers under contract, in hard-to-find subject areas, for their first year of service. The stipend will be prorated for less than one year of service. The WEA president will be notified in advance that such a payment is to be made.

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

This stipend amount shall be determined on a case-by-case basis subject to the maximum provided for above, and it shall be paid through the teacher's regular bi-weekly checks. This stipend must be paid back to the Board if the teacher does not remain employed for at least three years under contract unless the separation is due to a reduction in force.

7:2 Longevity

- 7:2.1 Any teacher hired prior to the beginning of school year 1995-96 and having completed seventeen (17) years under contract in the Wallingford school system, or fifteen (15) years under contract in the system plus two (2) years in the Peace Corps, Vista, Job Corps and/or active duty military service in the regular armed forces of the United States, or sixteen (16) years under contract in the system plus one (1) year in the Peace Corps, Vista, Job Corps and/or active duty military service in the regular armed forces of the United States, shall be granted a longevity payment of two hundred fifty dollars (\$250.00).
- 7:2.2 The longevity payment shall be annually continued until a teacher has completed twenty-two (22), twenty-seven (27) and/or thirty two (32) years of teaching. At each of these levels a teacher shall be granted an additional longevity payment of two hundred fifty dollars (\$250.00), except that the payment after thirty-two (32) years of teaching shall be an additional five hundred dollars (\$500.00).

7:2.3 Partial year adjustments for the longevity payment will be made on February 1st if the anniversary date of the teacher falls on or before February 1st and after September 8th. However, adjustments will be made only at the beginning of school in September and on February 1st.

7:2.4 Teachers hired after school year 1994-95, shall not be able to participate in the current longevity provisions.

7:3 Requirement of Degree

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

7:4 Graduate Study Approval

7:4.1 In order to receive the differential for graduate studies beyond the master's degree, the individual teacher must show evidence of having completed all requirements for a master's degree or CAGS certificate in a program approved in advance by the Superintendent of Schools. This requirement would also apply for placement in the 6th year schedule and/or for a teacher to receive the 7th year stipend. All programs referred to herein shall be limited to those offered by a regionally accredited college or university.

7:4.2 Credits in any graduate program either at the Master's or Certificate of Advanced Graduate Study level requiring more than thirty (30) credit hours, shall be eligible to be credited towards the seventh (7th) year stipend.

7:4.3 Individuals who so qualify as described above, may apply to receive approval for a thirty (30) credit program established with the Superintendent. Such programs will be limited to current areas of certification or to allow an individual to qualify for an endorsement on his/her certification or a new certification. Such new certification must be obtained. Completion of such a program will limit them to placement on the seventh (7th) year stipend.

7:4.4 The Superintendent of Schools at his discretion may grant approval retroactively.

7:4.5 A signed copy of the approved program shall be placed in the teacher's personnel file.

7:5 7th Year Studies

In School Year 2003-2004, an additional continuing \$2,905 over the 6th year salary column will be paid upon completion of a 7th year of study if approved in advance by the Superintendent in accordance with the procedures of Article 7:4 of

the current agreement. This amount will be \$2,915 beginning school year 2004-2005, and beginning school year 2005-2006 the amount will be \$2,925. Advancement to higher classification will be in compliance with section 7:7 of the Current Agreement.

7.6 Doctorate

In School Year 2003-2004, an additional continuing \$5,760 over the 6th year salary column will be paid upon completion of a Doctorate degree if approved in advance by the Superintendent in accordance with the procedures of Article 7:4 of the current agreement. This amount will be \$5,770 beginning school year 2004-2005, and beginning school year 2005-2006 the amount will be \$5,780.

Individuals who are working to earn a Doctorate degree in a program approved by the Superintendent and complete 30 or more credits may apply such credits for advancement only to the next higher salary schedule. Advancement to higher classification will be in compliance with section 7:7 of the Current Agreement.

7.7 Advancement to Higher Classification

When teachers become eligible for advancement to a higher classification, they shall be reclassified upon presentation of the required evidence of additional graduate work completed or degree attained. Reclassification shall be made at the beginning of the school calendar year. Full Year salary adjustments shall only be made with the initial payroll in October if requirements for the degree of certificate of additional graduate work are fulfilled by September 1.

In addition to the above, in order to receive reclassification pay, teachers must notify the Assistant Superintendent of Schools in charge of Personnel, not later than December 1st of the year preceding the academic year in which the reclassification is to become effective, of their intent to seek reclassification. The above procedure will enable the Board to meet its budgetary planning function.

ARTICLE 8

BUILDING PROCEDURES

8:1 Liaison Committee

The teachers in each school shall have the right to elect a Liaison Committee, whose function shall be to engage in exchanging ideas on educational or related matters between the administrative personnel of that school and the teaching staff. The Liaison Committee and the administrative personnel of each building shall meet no more than once a month during the school year except by mutual agreement. For these monthly meetings, the Liaison Committee is not to exceed a total of five (5) teachers, who shall be elected for a minimum of a one (1) year term. However, additional personnel having particular expertise may be invited

by either party to attend such meetings as resource personnel to the Liaison Committee.

8:2 Professional staff members shall be required to collect monies that are related to school programs in sealed envelopes. If the teacher has followed the procedures established in the school's handbook, the teacher will not be personally liable for the loss of money due to theft.

8:3 **Teachers Files**

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

ARTICLE 9

TEACHER NORMAL ASSIGNMENT OR BASIC LOAD

9:1 During school hours, the teacher's basic load shall include all assignments made by the administration from a reasonable time before the opening of school and following the close of school. These assignments shall include classroom instruction, study hall duty, homeroom assignments and other special assignments which may be created by the absence of teachers or by other circumstances necessitating program changes and such nonteacher assignments as bus supervision, corridor duty, etc.

9:2 After school hours a teacher's basic load shall include all relevant activities necessary to produce good teaching and maintain proper professional status. These activities will include preparation of lessons, development of tests, evaluation of pupil work, office reports, committee work (departmental, curriculum, etc.), faculty meetings, conferences, meetings with parents, after-school "help sessions" for students as needed, "open house" assignments and related activities.

Such assignments shall not be unreasonably assigned, and where teachers have less than four (4) conferences, the teacher may his/her option choose to make alternative contact with the parent. Conferences and Open House shall be limited to a total of five (5) nights per school year. Conferences shall not exceed fifteen (15) minutes per individual conference, nor shall Open House or Conferences be scheduled for more than a total of three (3) consecutive hours per night. Open house and conferences shall not be scheduled to extend beyond nine (9) PM. The Board and the Association agree that there will be no after school hours meetings, including PPTs, on days when there are scheduled Open House and conferences in the evening, except in emergency.

9:3 Lunch Period Supervision

- 9:3.1 All teachers shall have no assigned duties relating to the management of the school cafeteria during the student lunch period. All middle and high school teachers shall have no assigned duties relating to the management of the school playground during the student lunch period. Assigned duties for elementary school teachers relating to the management of the school playground during the student lunch period shall be reduced by one teacher from those that would normally be required based on the number of students per playground session to be supervised in each playground period. Nothing herein shall preclude an elementary school teacher from performing such duties when an emergency exists. High school teachers may volunteer to supervise high school cafeterias during the student lunch period for an additional stipend as delineated in Appendix D. No one employed for less than 3 years will be asked to volunteer.
- 9:3.2 When the building principal or his designee has redistributed available aides, covered the situation personally, if possible, and the problems of adequate coverage still exist, an emergency shall be considered in effect.
- 9:3.3 When an emergency exists, the supervision of the cafeteria and noon playground shall be maintained by teachers following the procedure determined by the administration and staff of the building at the faculty meeting prior to the opening of school. This procedure shall be subject to review at subsequent meetings.
- 9:3.4 In the event that no agreement as to emergency procedures is reached between the building principal and the faculty within five (5) days immediately following the opening of schools, the matter will be submitted to Association President and the Assistant Superintendent in charge of personnel for resolution.

9:4 Substitute's Pay

When teachers have been asked to cover assignments that develop as a result of another teacher's absence and/or the unavailability of substitute teachers from the system's substitute list(s), then the teacher assigned shall be paid one sixth (1/6) of the current substitute's daily rate for each assignment in the middle and

elementary schools and one fourth (1/4) of the current substitute's daily rate for each assignment in the high school. It is understood that such temporary assignments will conform to the standards specified in Article 13:1.

This procedure and compensation also applies to classes and assignments that are combined as a result of the absence of a teacher. If more than 1 class (the teacher's permanent assignment) but less than 2 full classes are combined, payment will be one sixth (1/6) of the current substitute's daily rate for (all students) over their normal class or class size for each period. For more than 2 but less than 3 full classes the rate paid to each teacher will be two sixth (2/6) of the current substitute's daily rate for each assignment. The rate would increase proportionately for each additional class or fraction thereof.

For each additional class beyond the teacher's normal class assignment the teacher will receive one-sixth (1/6) of the current substitute's daily rate.

It is understood that in study halls with less than 15 scheduled students, the above provision will not apply.

- 9:5 Teacher Normal Assignment or Basic Load shall be interpreted as follows:
- 9:5.1 The cost to the Board of Education for covering classes when teachers are absent and no substitute is available from the system substitute list will not exceed the current daily substitute rate (short term substitute rate) in effect for that year of the contract.
- 9:5.2 Any staff members who must give up a planning and preparation period to cover a teaching assignment, will receive one-sixth (1/6) of the per diem substitute rate for each period covered in the middle and elementary schools and one fourth (1/4) of the per diem substitute rate for each period covered in the high school.
- 9:5.3 9:5.2 above will not apply to circumstances where a teacher is required to substitute for a coach who must leave early to cover a coaching assignment. In these circumstances, coaches are expected to arrange for their own coverage with no pay (as has been the practice). If it is not possible for the coach to obtain a volunteer, the principal will make assignments for no pay from among the staff, using the following priority listing in obtaining coverage.
- a. Substitutes who are unassigned or on a preparation period.
 - b. Teachers on corridor patrol.
 - c. If none of the above (as indicated in a & b) are available, a regular teacher may be assigned. In such cases this assignment will be rotated among the teaching staff.
- 9:5.4 At the elementary level, the substitute's per diem rate (short term rate) will be divided among those teachers who share the absent teacher's students. Example:

If a class is distributed among three (3) teachers, each teacher is to receive one-third (1/3) of the substitute's pay. If a class is distributed to two (2) teachers, each teacher will receive one-half (1/2) the substitute's pay.

- 9:5.5 If a substitute or a teacher is not available at the middle or high school levels to cover a class, students will be distributed to existing classes as per the principal's direction. Teachers in such classes will divide the per period pay (1/6 of the short term daily rate of substitutes), except when the students dispersed are study hall students from a class of less than fifteen (15) students.

ARTICLE 10

TEACHER PROTECTION

10:1 Injury In Service

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

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

10:3 Teacher Liability

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

- 10:4 In the event that a provision of this Agreement is found to be unlawful by a court of competent jurisdiction, then the clause alone shall be rendered illegal and the remainder of the contract shall remain in full force and effect.

- 10:5 The Board will individually assess personal property damage to members of the bargaining unit if and when such damage occurs and may reimburse for any loss not covered by insurance.

ARTICLE 11

PREPARATION & PLANNING PERIODS

- 11:1 All secondary school teachers shall have one and one-half (1 1/2) preparation periods per eight (8) period cycle, or at least one (1) preparation period during each day or seven (7) period cycle during which time they shall not be assigned to any other duties, except in an emergency.
- 11:2 In addition to homeroom duty, academic subject area teachers on the secondary level shall not be assigned more than five (5) teaching periods, which require preparation in the course of a day. If because of scheduling difficulties a teacher, by mutual agreement with the administrator, should be assigned six (6) teaching periods, he/she shall be relieved of all non-teaching assignments.
- 11:3 Secondary school teachers shall not be required to teach more than two (2) different subject areas. If a teacher should be willing to do otherwise, he/she should be given no more than four (4) teaching periods per day or seven (7) period cycle. Where feasible, no teacher should be required to make more than three (3) teaching preparations.
- 11:4 Elementary school teachers with an excessive class load shall be given relief from nonteaching assignments.
- 11:5 In the elementary schools, when the teaching specialist has taken charge of the classroom and where follow up in that special area is necessary and possible, once the classroom teacher is aware of his/her responsibilities in this regard, he/she is free to leave the classroom for the balance of that period with the permission of the school principal for the purpose of utilizing such time as a preparation period. Such permission shall not be unreasonably withheld. In the event that a teacher is required to remain with the same specialist on more than two (2) consecutive occasions or more than four (4) occasions with any specialists during the academic year, the principal shall be required to advise the Superintendent of the reasons therefore. The Board of Education shall make every effort to provide five (5) preparation periods a week to elementary school teachers.

ARTICLE 12

PAYROLL

12.1 Dues Deduction and Service Fee Deduction

12:1.1 Conditions of Continued Employment

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

12:1.2 Deductions

The Wallingford Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

12:1.3 Subsequent Employment

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

12:1.4 Forwarding of Monies

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

12:1.5 Lists

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

12:1.6 Reference to Association

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

12:1.7 The Association agrees to hold the Board harmless from any and all damages and liabilities which may be sustained or which may arise as result of making the dues or service fee deductions called for in this section.

12:2 Payroll deduction shall also be provided for the following: CEA/NEA Endorsed Programs and Companies, Continental Assurance, Connecticut General Insurance, Wallingford Municipal Federal Credit Union, tax-sheltered annuities (not to exceed the presently authorized companies), except if CEA/NEA Endorsed Programs need to be added, the Copeland Companies and bonds. Transfer of

such deducted monies shall be on a pay period basis provided that the company has submitted a timely bill. Those companies presently authorized will be permanently removed from the list when there are no active annuity payment deductions being maintained for any teacher.

12:2.1 Schedule for Payroll Deductions

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

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

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

Changes received after October 31 will become effective with the first payroll in February.

Changes will not be accepted after February 28.

The above applies to all payroll deductions, credit union, and federal withholding tax.

12:3 Equalizing Payroll Deductions

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

12:4.1 Optional Pay Plan

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

12:4.2 It is agreed and understood that the salary contracts for individual teachers under this Agreement cover the period from September 1 through the subsequent August 31, and that a teacher's salary compensation under such contract is for the full twelve (12) month period even though individual teachers may elect under section 12.4 to be paid on a shorter payment schedule.

ARTICLE 13

STAFF REFERRAL SYSTEM

- 13:1 Substitutes shall be drawn from a prepared list. The school personnel shall be called upon ONLY in case of emergency. (For general purposes, an emergency shall be defined as the unanticipated first day's absence of a teacher, though not necessarily the entire first day's absence.)
- 13:2 Although every effort shall be made at the secondary school level to secure the necessary subject specialist, where possible, the necessity of obtaining a replacement shall take precedence over securing a specialist.
- 13:3 Teachers within the same department in a secondary school may substitute by assignment in the class of a colleague for a per-class stipend as set forth in Appendix H (Additional Salary Stipends) under the following conditions:
1. The opening was created by the unanticipated absence of the teacher.
 2. The absence is expected to be for an extended period of time, but not exceeding forty-five (45) school days. If the absence exceeds forty-five (45) school days, the teacher replacement shall receive one-sixth (1/6) of his/her daily rate calculated on base salary for any further substitute work performed during the remaining period of the assignment.
 3. Specialists in the area of the teacher's certification are not available for subbing.
 4. Those teachers substituting consent to do so.
 5. The Assistant Superintendent in charge of personnel consents to the arrangement and reserves the right to terminate such assignment upon notice to the teacher replacement.

ARTICLE 14

CURRICULUM DEVELOPMENT

- 14:1 A maximum of eight (8) in-service days shall be scheduled each year. Four (4) of these workshops shall be on released time and four (4) shall be conducted after school and scheduled at the discretion of the Superintendent of Schools. Workshops held after the close of a regular or shortened (released) school day shall have duration of no more than two hours. Workshops held at the close of a regular school day shall commence within one hour of the close of the student day when the meetings are at a single level. If there are multi-level meetings, they shall commence within one hour of the earliest close of the regular school day. These after school workshops shall have an annual aggregate of eight (8) hours.

Teachers shall attend all workshops unless excused by the Assistant Superintendent for Instruction or Personnel for a valid reason.

- 14:2 The in-service workshops shall be task-oriented for the purpose of developing, implementing and evaluating curriculum improvements. Teachers shall attend according to the area of their assignment or responsibility; provisions shall be made for in-service workshops in those areas where curriculum tasks are not ongoing.

ARTICLE 15

EVALUATION REPORTS

- 15:1 Any formal evaluation of a teacher's competence shall be in writing. A copy of this report shall be given to the teacher within three (3) school days of the evaluation and on a school day. Teachers shall have the right to discuss such report with their superiors before the end of the third school day immediately following its receipt.

ARTICLE 16

SEVERANCE PAY

- 16:1 Up to a maximum of ninety (90) days of accumulated sick leave as provided by Connecticut General Statutes Section 10-158, revised 1969, shall be paid upon the death or retirement (as defined under the Connecticut Teacher's Retirement System) of staff members covered by this agreement. Severance pay for those staff members who commenced service prior to July 1, 1987 shall be capped at \$40,000.00. For all staff commencing service after July 1, 1987, the maximum amount collectible in severance will be \$25,000. Severance pay shall be calculated solely on the salary schedules found in Appendices A, B, and C.
- 16:2 In order to receive their severance pay in the next budget year, staff members shall submit a letter of retirement to the Board, by November 15 of the year preceding the fiscal year in which the retirement is to occur. Failure to provide timely notification will result in the delay of severance payment until the next budget year after the year in which the retirement is to occur. In the event of extenuating hardship circumstances, the Assistant Superintendent of Personnel will consider, on a case-by-case basis, the request of an individual staff member to withdraw his/her letter of retirement. Disputes arising from the decision of the Assistance Superintendent to refuse withdrawal of a letter of retirement may be submitted under the grievance procedure under the expedited rules of the American Arbitration Association.

ARTICLE 17

WITHHOLDING OF INCREMENTS

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

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

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

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

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

ARTICLE 18

ADDITIONAL PROVISIONS

18:1 Mandatory Health Requirements

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

18:2 Use of School Facilities

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

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

18:3 Reference of Complaints

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

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

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

18:5 Just Cause

No teacher will be disciplined, reprimanded, suspended, or given an unfavorable summative (final) evaluation without just cause. Only written evidence of unjust discipline, reprimands, suspensions, or evaluations is an acceptable basis for claims of unjust actions by representatives of the Board.

18:6 Career Incentive and Evaluation Program

Conditional upon the existence and continuation of State funding for career incentive and teacher evaluation, a committee composed of 4 representatives of the WEA, 3 from the EEAW, 2 Assistant Superintendents (or the Superintendent and one Assistant Superintendent) and one Board member shall annually review these programs and establish a procedure for modification of the above programs by the committee. Such modifications shall be by mutual agreement of the Board and the WEA, but evaluation shall not become a subject of mandatory negotiations under the provisions of this agreement.

ARTICLE 19

EDUCATIONAL COUNCIL

19:1 A joint Educational Council, shall consist of three (3) members of the Board of Education appointed by the Board of Education, the Superintendent of Schools and/or his designee, who shall be nonvoting members, and three (3) members of the teaching staff, appointed by the President of the local Association. The President of the Association, and/or his designee, shall be nonvoting members.

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


ARTICLE 20

DURATION

- 20:1 This Agreement shall cover the fiscal period beginning September 1, 2003, and ending August 31, 2006.
- 20:2 Any extension of this Agreement shall be mutually agreed upon in writing by both parties. However, the provisions of Appendix I, Insurance, shall continue in full force until the effective date of a successor agreement.
- 20:3 This document contains the full and complete agreement between the respective parties and, with the exception of the contents therein, neither party shall be required to negotiate over the terms or conditions of employment of teachers except by mutual agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands this first day of November, 2002.

Wallingford Board of Education:


Mr. Andrew Bravo, Chairperson

Wallingford Education Association:


Mr. Paul M. Picard, President

APPENDIX A

**SALARY SCHEDULE
School Year 2003-2004**

STEP	BA	MA	6TH
1	36,500	38,000	39,332
2	36,700	38,200	40,191
3	37,384	38,682	40,946
4	38,047	39,375	41,675
5	38,611	40,068	42,384
6	39,647	40,755	43,120
7	40,199	41,439	45,264
8	40,926	42,844	48,965
9	43,537	46,615	54,664
10	49,293	53,064	61,038
11	55,290	61,915	71,337

All Staff from 2002-2003 move to the next step

APPENDIX B

**SALARY SCHEDULE
School Year 2004-2005**

STEP	BA	MA	6TH
1	37,500	39,000	40,402
2	37,700	39,200	41,284
3	38,401	39,734	42,060
4	39,082	40,446	42,809
5	39,661	41,158	43,537
6	40,726	41,863	44,293
7	41,293	42,567	46,495
8	42,040	44,510	50,797
9	44,721	48,383	56,650
10	50,633	55,007	63,198
11	56,794	63,599	73,281

All Staff from 2003-2004 move to the next step

APPENDIX C

School Year 2005-2006

STEP	BA	MA	6TH
1	38,500	40,000	41,433
2	38,700	40,200	42,337
3	39,380	40,747	43,132
4	40,079	41,477	43,900
5	40,672	42,207	44,648
6	41,764	42,931	45,422
7	42,346	43,652	47,681
8	43,112	45,978	52,425
9	45,862	49,950	58,428
10	51,924	56,910	65,310
11	58,242	65,221	75,156

All Staff from 2004-2005 move to the next step

APPENDIX D

SPECIAL SALARY DIFFERENTIALS

	2003-04	2004-05	2005-06
Department Chairpersons & Subject Area Coordinators *10 Days Additional Including language arts			
Dept 2-5	\$2,953	\$3,105	\$3,265
Dept 6-10	\$3,344	\$3,516	\$3,697
Dept 11	\$3,922	\$4,125	\$4,337
As per past practice, the number above does not include department chairpersons.			
Information Technology Resource Teachers *(per add. Wk)			
	\$1,305	\$1,372	\$1,443
The number of weeks of utilization to be determined by the Board.			
Guidance Directors * 30 add. Days			
	\$7,655	\$8,049	\$8,464
Guidance Counselors *10 add. Days			
1- 5 years experience	\$2,566	\$2,698	\$2,837
6 or more yrs experience	\$2,953	\$3,105	\$3,265
HS Café Volunteer	\$1,200	\$1,262	\$1,327
Area Evaluator	\$500	\$526	\$553
Athletic Directors *As needed for sports			
	\$5,469	\$5,751	\$6,047
Vocational Education Teachers *10 days additional			
	\$3,246	\$3,414	\$3,589
Vocational Agriculture Teachers *12 months, 20 days vacation			
	\$9,459	\$9,947	\$10,459
For staff hired after 9/1/92 *12 months, 20 days vacation			
	\$7,135	\$7,503	\$7,889

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

- The above work year as defined in Article 4, Section 4:1.4

APPENDIX E

Professional Development

Non-accredited In-Service Continuing Education

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

Accredited In-Service Continuing Education:

Delete Accredited In-service continuing education effective September 1, 2006. Present staff members as of September 1, 2003 shall be grand fathered for eligibility for accredited In-Service Continuing Education until the above deletion date, and new staff members hired on or after September 1, 2003 shall not be eligible for such payments.

In order to provide continuing assistance to the teaching staff for professional improvement and/or renewal and updating of skills beyond normal certification requirements, the Board will underwrite a professional staff member an additional sum equal to thirty dollars (\$30.00) per graduate credit awarded by an accredited institution in a planned program of instruction, as specified in sections 7:3 through 7:7 of this Agreement

Eligibility for payment as provided for above shall be conditional upon the completion of a program of study approved by the Superintendent in accordance with 7:3 through 7:7 of this agreement and not otherwise. Evidence of such completion of the planned program shall be provided the Personnel Office in August or January.

For new Programs filed and begun after September 1, 1996, teachers shall be reimbursed for course work at a rate of \$30 per credit, up to and including the initial placement on the eleventh (11th) step on the salary schedule. After this placement the reimbursement will not be available.

APPENDIX F

COACHES SALARIES

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

SPORT	2003-2004		2004-2005		2005-2006	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
Football						
Head	\$5,863	\$6,875	\$6,022	\$7,062	\$6,332	\$7,426
Asst	\$3,469	\$4,498	\$3,564	\$4,620	\$3,747	\$4,858
Basketball						
Head	\$5,349	\$6,454	\$5,495	\$6,629	\$5,778	\$6,971
Asst.	\$2,855	\$3,765	\$2,933	\$3,867	\$3,084	\$4,066
Hockey						
Head	\$4,995	\$6,032	\$5,131	\$6,196	\$5,395	\$6,515
Asst	\$2,496	\$3,302	\$2,564	\$3,392	\$2,696	\$3,567
Track						
Head	\$4,995	\$6,032	\$5,131	\$6,196	\$5,395	\$6,515
Asst	\$2,496	\$3,302	\$2,564	\$3,392	\$2,696	\$3,567
Baseball						
Head	\$4,995	\$6,032	\$5,131	\$6,196	\$5,395	\$6,515
Asst	\$2,496	\$3,302	\$2,564	\$3,392	\$2,696	\$3,567
Softball						
Head	\$4,995	\$6,032	\$5,131	\$6,196	\$5,395	\$6,515
Asst.	\$2,496	\$3,302	\$2,564	\$3,392	\$2,696	\$3,567
Soccer						
Head	\$4,189	\$4,973	\$4,302	\$5,108	\$4,524	\$5,371
Asst	\$2,433	\$3,225	\$2,500	\$3,313	\$2,628	\$3,484
Swimming						
Head	\$4,189	\$4,973	\$4,302	\$5,108	\$4,524	\$5,371
Asst	\$2,433	\$3,225	\$2,500	\$3,313	\$2,628	\$3,484
Field Hockey						
Head	\$4,189	\$4,973	\$4,302	\$5,108	\$4,524	\$5,371
Asst	\$2,433	\$3,225	\$2,500	\$3,313	\$2,628	\$3,484

Appendix F (Continued)

SPORT	2003-2004		2004-2005		2005-2006	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
Volleyball						
Head	\$4,189	\$4,973	\$4,302	\$5,108	\$4,524	\$5,371
Asst	\$2,433	\$3,225	\$2,500	\$3,313	\$2,628	\$3,484
Tennis						
Head	\$2,528	\$2,988	\$2,597	\$3,069	\$2,731	\$3,227
Cross Country						
Head	\$2,528	\$2,988	\$2,597	\$3,069	\$2,731	\$3,227
Indoor Track						
Head	\$2,528	\$2,988	\$2,597	\$3,069	\$2,731	\$3,227
Asst	\$1,251	\$1,381	\$1,285	\$1,418	\$1,352	\$1,491
Golf						
Head	\$2,094	\$2,593	\$2,151	\$2,664	\$2,261	\$2,801
MIDDLE SCHOOL						
SPORT	2003-2004		2004-2005		2005-2006	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
Basketball						
Head	\$2,094	\$2,593	\$2,151	\$2,664	\$2,261	\$2,801
Baseball						
Head	\$2,094	\$2,593	\$2,151	\$2,664	\$2,261	\$2,801
Softball						
Head	\$2,094	\$2,593	\$2,151	\$2,664	\$2,261	\$2,801
Track						
Head	\$2,094	\$2,593	\$2,151	\$2,664	\$2,261	\$2,801
Cross Country						
Head	\$2,094	\$2,593	\$2,151	\$2,664	\$2,261	\$2,801

APPENDIX G

EXTRA AND CO-CURRICULAR ACTIVITIES

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

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

High Schools	2003-04	2004-05	2005-06
American Field Service	\$782	\$804	\$845
School Newspaper	\$2,419	\$2,484	\$2,612
Cheerleading	\$2,939	\$3,019	\$3,175
Comptroller	\$4,574	\$4,699	\$4,941
Freshman Advisor	\$971	\$997	\$1,048
Freshman Assts	\$583	\$598	\$629
FBLA Advisor	\$1,101	\$1,131	\$1,189
Future Homemakers	\$1,101	\$1,131	\$1,189
Future Nurses	\$399	\$409	\$430
Future Teachers	\$399	\$409	\$430
Intramurals	Released Time		
Junior Class Advisor	\$1,161	\$1,193	\$1,254
Junior Asst.	\$583	\$598	\$629
Key Club	\$971	\$997	\$1,048
Literary Magazine	\$1,161	\$1,193	\$1,254
Musical Assts	\$1,503	\$1,544	\$1,623
Musical Director	\$3,785	\$3,888	\$4,088
Drama Prod., Dir.	\$2,507	\$2,575	\$2,708
<small>Per Production-limit to 3 per school</small>			
Drama Prod., Asst.	\$1,617	\$1,661	\$1,747
<small>Per Production-limit to 3 per school</small>			
Senior Class Adv	\$1,958	\$2,011	\$2,115
Senior Assts	\$986	\$1,013	\$1,065
Sophomore Adv.	\$986	\$1,013	\$1,065
Sophomore Asst	\$583	\$598	\$629
Student Council	\$2,814	\$2,891	\$3,039
Synchronized Swimming	\$971	\$997	\$1,048
Yearbook	\$2,939	\$3,019	\$3,175
Marching Band - Director	\$2,755	\$2,830	\$2,976
Marching Band Assts.	\$1,835	\$1,885	\$1,982

Appendix G (Continued)

High Schools	2003-04	2004-05	2005-06
Choral Club Director	\$1,261	\$1,295	\$1,362
Foreign Language Clubs	\$782	\$804	\$845
Pep Club Adv.	\$782	\$804	\$845
Drama Club Adv.	\$782	\$804	\$845
Nat'l Honor Society	\$399	\$409	\$430
DECA	\$1,101	\$1,131	\$1,189
FFA	\$1,101	\$1,131	\$1,189
WATT	\$806	\$827	\$870
VICA	\$1,101	\$1,131	\$1,189
High School Bowl	\$399	\$409	\$430
Razzle Dazzle	\$782	\$804	\$845
Student Council Asst.	\$986	\$1,013	\$1,065
Powder Puff	\$782	\$804	\$845
Math Club	\$399	\$409	\$430
Industrial Arts Club	\$1,101	\$1,131	\$1,189
SADD	\$986	\$1,013	\$1,065
HERO	\$1,101	\$1,131	\$1,189
Grad. Chairperson	\$466	\$479	\$503
Varsity Club	\$466	\$479	\$503
Computer Club	\$1,085	\$1,115	\$1,172
Generic Club	\$399	\$409	\$430
Weightlifting	\$2,593	\$2,664	\$2,801
Youth and Government	\$399	\$409	\$430
Middle Schools			
Dramatics Advisor	\$1,101	\$1,131	\$1,189
Newspaper	\$1,101	\$1,131	\$1,189
Student Citizenship Com.	\$1,101	\$1,131	\$1,189
Band - Director	\$276	\$283	\$298
Media Aide	\$986	\$1,013	\$1,065
After School Program	\$25.50	\$26.00	\$26.50
Elementary Schools			
Student Activities	\$3,555	\$3,652	\$3,840
School Advisors (Limit 2 per School)	\$252	\$259	\$273

APPENDIX H

SPECIAL SUPERVISION ASSIGNMENTS:

2003-2004 - \$42.50 Such payment shall come from funds
2004-2005 - \$43.00 generated by the activity
2005-2006 - \$43.50 supervised and not Board of
Education monies
Per Assignment

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

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

ADDITIONAL SALARY STIPENDS:

	2003-04	2004-05	2005-06
Per Hour			
1. Teachers of Summer School	25.00	25.50	26.00
2. Teachers of Adult Ed.	25.00	25.50	26.00
3. Homebound Instructors	25.00	25.50	26.00
4. Talented and Gifted Teacher	25.00	25.50	26.00
5. Computer Teacher	25.00	25.50	26.00
Per Assignment			
6. Summer School Director	\$4,640	\$4,766	\$5,011

APPENDIX I

MEDICAL:

Anthem Blue Cross Blue Shield Century Preferred Plan: with \$10.00 Doctor co-pay and Anthem 3 tier Formulary Prescription coverage - \$5, \$10, \$20 co pay per prescription, \$2000 yearly max, 2X the co pay for 3 month refills by mail. Board and WEA agree to form an insurance study committee in 2003-2004 school year for reviewing insurance coverage.

HMO: If the employee so chooses, he/she may elect the offered HMO as an alternative to the Anthem Blue Cross Blue Shield Century Preferred Plan. In the event of this election, the employee shall pay the difference in cost above the Anthem Blue Cross Blue Shield Century Preferred Plan beyond the payment method as agreed below.

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

Beginning Sept 1, 2003, Dental Rider A will be provided to each teacher. The premium for this rider will 100% paid by the employee.

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

Health and Dependent Care Cost Account: Effective September 1, 2003, the Board shall incorporate health and dependent care expenses into its Section 125 Plan and shall select an Administrator for such plan.

Admission Planning Service

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

Payment: Teachers shall through payroll deductions, pay twelve and one-half (12 1/2) percent of the premium cost for the above medical insurance program, and such payment shall not exceed one thousand (1,000) dollars for individual coverage, fifteen hundred-fifty (1,550) dollars for individual and spousal coverage, and eighteen hundred-fifty (1,850) dollars for family coverage.

In school year 2004-05, teachers shall through payroll deductions, pay twelve and one-half (12 1/2) percent of the premium cost for the above medical insurance program, and such payment shall not exceed one thousand (1,000) dollars for individual coverage, sixteen hundred-fifty (1,650) dollars for individual and spousal coverage, and nineteen hundred-fifty (1,950) dollars for family coverage.

In school year 2005-06, teachers shall through payroll deductions, pay thirteen (13) percent of the premium cost for the above medical insurance program, and such payment shall not exceed one thousand one hundred (1,100) dollars for individual coverage, seventeen hundred-fifty (1,750) dollars for individual and spousal coverage, two-thousand-fifty (2,050) dollars for family coverage.

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

Group Life:

Term: \$40,000 per employee, A.D.& D. - \$40,000.

Long-Term Disability: Effective September 1, 1999, each teacher who begins to collect will be provided at Board expense long-term disability protection of \$350 per month for the length of total disability to age 65, but in no event longer than a period of 25 years. Payments will commence as of the 151st calendar day after the commencement of the total disability. Payments begun prior to September 1, 1999 will continue at the previously negotiated rate subject to provisions in this Appendix.

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

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

At its option, the Wallingford Board of Education may provide health insurance programs as described in this appendix for bargaining unit members through alternate carriers or through self-insurance. In no case shall the programs (meaning coverages, benefits and administration, i.e., timeliness of payments and claims processing) provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the programs available to teachers under the group health insurance policies described elsewhere in this Agreement.

Should the Wallingford Board of Education desire to change insurance carriers and/or self-insure, prior to any such change the Association shall be notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative programs proposed will not provide equal coverage, benefits and administration to those provided by the programs described elsewhere in this agreement, arbitration as set forth under Article 3 of the contract may be implemented at the request of the Association. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. A change in insurance carriers shall not affect the level of programs available unless the Association President approves such change.

EARLY INCENTIVE FOR RETIREMENT:

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

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

Waiver of Insurance Coverage: Notwithstanding Anthem Blue Cross Blue Shield Century Preferred Plan, Home Maintenance Operations, Dental Insurance and Vision Care above, teachers may elect to waive all Anthem Blue Cross Blue Shield coverage (or HMO coverage, where applicable), including Anthem Blue Cross Blue Shield Century Preferred Plan, Vision Care, and Dental Insurance coverage in lieu thereof receive a yearly payment of Forty (40) percent of the Board's yearly premium cost for the appropriate coverage (individual, individual/spousal, and family). To facilitate the insurance waiver referred to in Appendix I herein, the Board shall adopt a "Section 125 Plan" as in effect as of the date set forth herein. Group Life Insurance, Long Term Disability Insurance and Early Incentive for Retirement shall not be part of any waiver of insurance coverage.

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

revocation except for total revocation by the spouse's employer of one or more group plans. The burden of proof as to the right to revoke the waiver shall be on the teacher.

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

Upon revocation of the waiver, coverage by Anthem Blue Cross Blue Shield or the HMO shall be subject to any regulation or policy restrictions, including waiting period, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the teacher and the Board so as to insure that the prorated basis for the waiver payment was accurate.

APPENDIX J

TEACHER'S INITIAL CONTRACT

The Board of Education of the Town of Wallingford, Connecticut, hereby agrees to employ _____ and (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as a _____ in the public schools of said Town, for the school year beginning _____ and ending _____, _____ subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, the Board hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above stated period, an annual salary of \$ _____ in periodic installments, payable as follows, bi-weekly beginning _____ and subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize.

This contract shall be renewed annually by operation of law until said teacher attains tenure as provided by law unless the teacher has been notified in writing prior to April 1 in any one school year that the contract will not be renewed for the following year. For each year for which this contract is renewed the annual salary of the teacher shall be in accordance with the provisions of the prevailing salary schedule and accompanying regulations of the Board of Education for said Town, and as set forth in an annual salary notification.

This contract may be terminated by mutual consent at any time. It may be terminated by the Board as provided by Statute. The teacher may resign for good reason by submitting at least sixty (60) days written notice for self termination between August - May and thirty (30) days notice during June and July, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut.

The teacher may, upon written request filed with the Board within twenty (20) days after the receipt of any notice from the Board of its intention to terminate or not to renew this contract, be entitled to a hearing before the Board to commence within fifteen (15) days after receipt of such request unless the parties mutually agree to an extension.

At such hearing the reason or reasons for the termination or the non-renewal of the contract shall be made known unless the teacher has filed with the Board a written request for such reason(s) in which case the notice of termination or non-renewal shall be supplemented within seven (7) days after receipt of the request by a statement of the reason or reasons for such non-renewal. The teacher shall have the right to appear with counsel of his/her choice at such hearing.

This contract is and shall be subject to the prevailing Statutes of the State of Connecticut and the prevailing rules and regulations of the Board of Education.

SIGNED: BOARD OF EDUCATION,

Teacher By _____
Superintendent

Date _____ Date _____

APPENDIX K

TEACHER'S LONG TERM CONTRACT

Effective beginning with and subsequent to the year in which the teacher has attained tenure as provided by law.) The Board of Education of the town of Wallingford hereby agrees to employ _____ and (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as a _____ in the public schools of said Town, on a continuing basis, subject to the conditions stated below beginning. _____.

Said Board of Education agrees to pay said teacher an annual salary in accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, and as set forth in an annual salary notification.

This contract shall continue in force from year to year, subject to the following conditions:

- (a) It may be terminated by mutual consent at any time.
- (b) The teacher may resign for good reason by submitting at least sixty (60) days written notice for self termination between August - May and thirty (30) days notice during June and July, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut.
- (c) The Board may terminate this contract at any time for one or more of the following reasons: (1) inefficiency or incompetence; (2) insubordination against reasonable rules of the Board of Education; (3) moral misconduct; (4) disability, as shown by competent medical evidence; (5) elimination of the position to which the teacher is appointed, or loss of a position to another teacher if no other position exists to which such teacher may be appointed if qualified; (6) other due and sufficient cause; provided, prior to terminating the contract, the Board of Education shall vote to give the teacher a written notice that termination of his/her contract is under consideration and, upon written request filed by the teacher with the Board within seven (7) days after receipt of such notice, shall within the next succeeding seven (7) days give the teacher a statement in writing of the reasons therefor. Within twenty (20) days after receipt from the Board of Education written notice that contract termination is under consideration the teacher may file with the Board a written request for a hearing. Such hearing shall commence within fifteen (15) days after receipt of such request, unless the parties mutually agree to an extension, either before the Board of Education or, if indicated in such request or if designated by the Board, before an impartial hearing panel. Such hearing shall be public, if the teacher so requests or the Board so designates. The teacher shall have the right to appear with counsel of his/her choice at such hearing, whether public or private. If the hearing is before the Board of Education, the Board shall give the teacher its written decision within fifteen (15) days after close of such hearing. Nothing herein contained shall deprive the Board of Education of the power to suspend the teacher from duty immediately when serious misconduct is charged, without prejudice to the rights of the teacher as otherwise provided herein.

This contract is and shall be subject to the prevailing statutes of the State of Connecticut and the prevailing rules and regulations of the Board of Education.

SIGNED:

BOARD OF EDUCATION,

Teacher By _____
Superintendent

Date _____ Date _____

APPENDIX L

STATEMENT OF INTENT

In order for the Administration to proceed with the procurement of appropriate staff, as well as budgetary planning, we are requesting an indication from you of your plans for next year as they relate to your position with the Wallingford public school system.

Please check the appropriate statement below. Sign, date, and return this form to Your Unit Administrator by _____.

I plan to teach in Wallingford School system during the next school year.

I do not plan to teach in Wallingford next year for the following reasons:

- a. Retirement _____ As per article 16:2, a letter of retirement must be submitted with this form.
- b. Resignation _____
- c. Leave of Absence _____

Failure to provide notification by November 15 of the year preceding the fiscal year in which the retirement is to occur may result in the delay of severance payment.

I am planning to complete sufficient credits to enable me to move to the:

	Completion by:	
M.A. Schedule	Sept. ____	Feb. ____
6th Year Schedule	Sept. ____	Feb. ____
7th year Stipend	Sept. ____	Feb. ____
Doctorate Stipend	Sept. ____	Feb. ____

Failure to indicate completion of program may jeopardize timely payment of the appropriate differential.

Signature of Teacher Date _____

**PROCESS FOR SELECTION OF ARCHITECTURAL SERVICES FIRM
FOR THE EXPANSION OF THE WALLINGFORD LIBRARY
INCLUDING FEASIBILITY STUDY**

In lieu of the Town of Wallingford's standard bid procedures, the Library Expansion Study Committee has designed the following process after consulting with Robert Pedersen, Jr., Town Purchasing Agent, and studying various alternative procedures utilized for procuring professional services of this kind for previous building projects here in Wallingford and throughout Connecticut. This process is designed to select the most cost effective and competent architectural services firm for the project.

Specifications for project:

- Based upon a comprehensive needs assessment including the Strategic Long Range Library Services Plan, Demographic Analysis, Input solicited from both Patrons and Town organizations over the last five years a building plan was developed. This plan defines improvements to existing space and requirements for additional space to meet the growth needs for Library services over the next twenty (20) years.
- This plan has been thoroughly reviewed and subsequently approved by both the Library Board of Managers and the Library Expansion Study Committee.
- This plan constitutes the basic requirements to be addressed in the feasibility study.
- In addition to a proposal on the Feasibility Study (hereinafter referred to as Phase One) each firm considered must also submit separately priced proposals for Phase Two and Phase Three.
- Phase One proposal costs are to be specific dollar costs, while Phase Two and Three proposal costs can be expressed as either dollar ranges or as a percentage of construction costs.
- Each Phase is defined as follows:
 - Phase One:
1 - Work with staff and consultant to sketch each functional area to verify program requirements and functional layouts and adjacencies.

2 - Prepare schematic plan alternatives for the addition and renovation of existing space to accommodate overall program requirements. These plans will include furniture and equipment.

3 - Review these plans with library staff, library consultant, Library Expansion Committee, Board of Managers and Town Officials.

4 - Work with groups identified in #3 to select an alternative or combination of alternatives. Prepare a complete furniture and equipment layout and site plan for selected alternative.

5 - Estimate the total cost of the addition and renovation including electrical, heating, ventilation and air conditioning, and furniture and equipment. State the time period for which the estimate is applicable.

▪ Phase Two:

1 - Develop the design in detail with multiple staff and consultant reviews.

2 - Prepare perspective drawings of interiors and exteriors as may be required to understand and explain the project. Prepare fund raising materials as may be required (e.g., a brochure).

3 - Prepare furniture and equipment specifications.

4 - Prepare construction and bid documents.

▪ Phase Three:

1 - Assist in administration of the construction process.

2 - Monitor addition and renovation including furniture installation.

3 - Participate in and lead, when appropriate, value engineering process to maximize return on construction dollars spent.

NOTE: It is the clear intent of the Committee to hire one architectural services firm for all three phases of the project—assuming the project goes beyond Phase One.

Step 1 -- Solicit Architectural Services Firms to Submit Proposals for All Three Phases of the Project:

- Utilize the Town of Wallingford's Purchasing Department's services and procedures to advertise this project to interested/qualified firms augmented by firm lists provided by the Connecticut State Library and the consultant.

Minimum Qualifications of All firms to be Considered:

- Professional Liability Insurance will be required for \$1 million.
- Firm must have been the lead Architect for no less than three (3) library expansion and/or renovation projects, at least two of which were completed within the last five years.
- Firm must have been the lead Architect for at least one major library expansion and renovation project in Connecticut, Westchester County, N.Y., Rhode Island or Massachusetts. ("Major" is defined as total square footage added and renovated combined must exceed 25,000 square feet.) Such project must have been completed within the last five years.

Step 2 -- Walk Throughs:

- Each firm meeting the minimum requirements as detailed above will be required to participate in a walk through of the existing building and grounds.

Step 3 -- Submit Proposals:

- Each firm to submit a proposal outlining how it would proceed with each phase of the project including: proposed costs, professionals assigned to project and their individual experience and qualifications, timetables for completion of Phase One, deliverables, and any resources required from library staff.
- Each firm submitting a proposal will include a list of all Connecticut projects. For library addition and renovation projects, the following information will be included: the firm's scope of involvement, extent of the project in terms of square feet added and/or renovated, photographs, dates of project(s) start and completion, cost as estimated and final cost as built, name and telephone number of current reference on each project. A minimum of three current references on projects completed within the past five years in which total project costs exceed \$3 million.

Step 4 -- Selection of Firms to be Interviewed:

- A minimum of three and a maximum of six finalist firms submitting proposals and meeting all minimum qualifications as detailed above will be selected based upon the walk throughs, the proposals and proposal costs by a selection subcommittee of the Library Expansion Study Committee.

Step 5 -- Finalist's Project Site Visits and Interview Process:

- A two-person team of the Library Expansion Study Committee will conduct at least one site visit to a recently completed project for each finalist. The site visit team will record a standard set of facts on each project and where possible include an interview with one of the principals involved in the project oversight (e.g., library/building director, chairperson of building committee).
- Interviews of finalist firms will be conducted with a quorum of the Library Expansion Study Committee. Interviews will provide for a 20 minute presentation by the proposing firm and up to a 40 minute Question and Answer period utilizing the same set of predetermined questions for each firm (follow-up and clarification questions may not be the same for each interview).
- No individual contact pertaining to the project between proposing firms and Committee members for other than clarification of procedural matters will be permitted.

Step 6 -- Selection of Architectural Firm to Conduct Feasibility Study:

- Each firm will be rated by each member of the Committee in the following categories:
 - Library design experience)
 - Architectural expertise) 40%Weight
 - References and SiteVisit)
 - Understanding of expansion program needs) 20% Weight
 - Clarity and communication skills)
 - Ability to deliver maximum project value)
 - Cost Competitiveness Phase One) 40% Weight
 - Cost Competitiveness Phases Two and Three)
- A rating form will be utilized independently by each committee member to rate each interviewed finalist firm.

- After all interviews are completed each member will then rank the finalist firms based upon their individual ratings.
- These will then be combined onto a master ranking form.
- The Committee will make its final selection based upon the master ranking results. Outliers will be discussed for clarity and understanding only.

DRAFT THREE(fp/mc/lskr

Town of Wallingford
Library Expansion Project

Architectural Services Rating Form

Firms

Criteria	A	B	C	D	E	F
Category 1 = 0-40 points <ul style="list-style-type: none"> ▪ Library design experience ▪ Architectual expertise ▪ References and site visit(s) 						
Category 2 = 0-20 points <ul style="list-style-type: none"> ▪ Understanding of program ▪ Clarity/Communications skills 						
Category 3 = 0-40 points <ul style="list-style-type: none"> ▪ Ability to deliver maximum project value ▪ Cost competitiveness - Phase 1 ▪ Cost competitiveness - Phase 2 + 3 						
Total Points 0-100						
Ranking (High to low:)						