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**AGREEMENT**

**between the**

**REGION ONE BOARD OF EDUCATION**

**and the**

**HOUSATONIC VALLEY REGIONAL  
FACULTY ASSOCIATION**

**July 1, 2015 - June 30, 2018**



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## AGREEMENT

This Agreement is between the Regional School District #1 Board of Education (hereinafter referred to as the "Board"), and the Housatonic Valley Regional Faculty Association (hereinafter referred to as the "Association").

### ARTICLE 1 RECOGNITION

- 1-1 The Board recognizes the Association as the exclusive representative of all the certified professional employees of the Board, employed in positions requiring a teaching or special services certificate or durational shortage area permit, for the purpose of negotiations with respect to salaries and other conditions of employment about which either party wishes to negotiate pursuant to Connecticut General Statutes §10-153a – 10-153g. The Association recognizes the Board as the employer vested with the sole and exclusive powers and authorities to direct and administer the operation of the school district. The Board retains all rights as prescribed by law subject only to the limitations imposed by the language of this Agreement.
- 1-2 The Board reserves the right to itself alone to establish policies and take administrative action as mandated under the statutes of the State of Connecticut.
- 1-3 The term "teacher" as used in this Agreement, except where otherwise specifically indicated, is considered to apply to all teachers described in Section 1-1 above and shall mean a person employed in a position requiring a certificate issued by the State Board of Education and included in the teachers unit as defined by Section 10-153(b) of the Connecticut General Statutes.
- 1-4 The term "Superintendent" as used in this agreement is considered to apply to the Superintendent, Assistant Superintendent or anyone acting in that capacity.
- 1-5 "RSSC" shall mean Regional Schools Services Center.
- 1-6 "Length of Service" shall mean continuous employment with this Board of Education from the teacher's last date of hire.
- 1-7 "The Region" shall mean the seven school districts including the Housatonic Valley Regional High School and the school districts located in the towns of Canaan, Cornwall, Kent, North Canaan, Salisbury and Sharon.

**ARTICLE 2**  
**NEGOTIATION**

**2-1 Matters Not Covered by Terms of the Agreement**

**2-1.1** The Board and the Association agree to abide by Connecticut General Statutes §10-153f(e).

**2-2 Severability**

**2-2.1** In the event that any provision or portion of this agreement is illegal or ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this agreement shall remain in full force and effect.

**2-2.2** This Agreement shall not be altered, amended, or changed except in writing after mutual agreement of the parties and after ratification by duly authorized groups and signed by the Board and the Association which writing shall be appended hereto and become part hereof.

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

**3-1 Definitions**

**3-1.1** A "grievance" shall mean a complaint by a teacher or group of teachers or the Association covered by this Agreement that there has been to him/her or them an injury because of a violation or inequitable application of the terms of this Agreement or the conditions of employment, except that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law; (b) any rule or regulation of the State Commissioner of Education; (c) any by-law of the Board of Education; (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone; (e) complaint of a non-tenured teacher which arises by reason of his/her not being re-employed; or (f) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

**3-1.2** "Days" shall mean days when school is in session except during the period July 1 - August 31 when "days" shall mean Monday, Tuesday, Wednesday, Thursday, Friday.

3-1.3 "Party in interest" shall mean the teacher or teachers making the complaint, including their designated representatives as provided herein.

3-1.4 "Forms" shall mean the appropriate forms as appended hereto in Appendix D.

### 3-2 Purpose

3-2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may occasionally arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

3-2.2 Nothing herein contained shall be construed as limiting the right of any party in interest having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

### 3-3 Procedure

3-3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by written agreement of the parties in interest.

3-3.2 In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

3-3.3 If a teacher(s) does not file a written grievance with his/her immediate supervisor within twenty (20) days after the teacher(s) knows or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A grievance filed with the Professional Rights and Responsibilities Committee must reach Level One within twenty (20) days of the date of the grievance.

### 3-4 Level One - Principal or Immediate Supervisor

3-4.1 A teacher or group of teachers of the unit with a grievance or dispute shall first discuss it with his/her or their immediate supervisor or Principal, either directly or through the representative of the aggrieved, with the objective of resolving the matter informally.

3-4.2 If a teacher or group of teachers is not satisfied with the outcome of the informal grievance procedures as defined in the above, then the teacher or teachers shall present his/her or their claim as a written grievance to the Principal on Form 1.

3-4.3 The Principal shall, within five (5) days after receipt of the written grievance, render his/her decision in writing to the aggrieved on Form 2 in duplicate.

3-4.4 One copy of Form 2 is to be returned to the Principal by the aggrieved within three (3) days with a response indicated.

3-5 Level Two - Superintendent of Schools

3-5.1 In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or in the event that no written decision has been rendered by the Principal within five (5) days after presentation of the written grievance, he/she or his/her representative may file within three (3) days of the decision or within eight (8) days after the formal presentation a written grievance with the Superintendent of Schools on Form 1.

3-5.2 The Superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved and/or his/her representatives in an effort to resolve it.

3-5.3 The Superintendent shall, within seven (7) days after the hearing, render his/her decision in writing to the aggrieved on Form 3 in duplicate.

3-5.4 One copy of Form 3 is to be returned to the Superintendent by the aggrieved within three (3) days with a response indicated.

3-6 Level Three - Board of Education

3-6.1 In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) days after he/she has first met with the Superintendent, he/she or his/her representative may file within three (3) days of the decision or within thirteen (13) days after the formal presentation a written grievance, indicating such dissatisfaction, with the Board on Form 1.

3-6.2 A committee of the Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved and/or his/her representative for the purpose of resolving the grievance.

3-6.3 The Board shall, within twenty (20) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved on Form 4 in duplicate.

3-6.4 The aggrieved teacher shall return one copy of Form 4 to the chairman of the Board within three (3) days with a response indicated.

3-7 Level Four – Arbitration

3-7.1 If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may within three (3) days after the decision, or within twenty-six (26) days after the Board meeting, request, in writing on Form 1 to the president of the Association that his/her grievance be submitted to arbitration.

3-7.2 The Association shall, within five (5) days after receipt of such request, render its determination to the Board and to the aggrieved on Form 5 as to whether or not the grievance is meritorious and the reasons therefore.

3-7.3 If the grievance is deemed meritorious by the Association, the chairman of the Board and the president of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence and indicate such on Form 5. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator. The Board and the Association shall be bound by the rules and procedures of the American Arbitration Association.

3-7.4 The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved and other parties in interest as he/she shall deem requisite.

3-7.5 The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she can neither add anything to nor subtract anything from the Agreement between the parties.

3-7.6 The arbitrator shall, within ten (10) days after the close of the hearings, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.

3-7.7 The costs for the services of the arbitrator shall be borne equally by the Board and the Association.



**3-8 Rights of Teachers to Representation**

- 3-8.1 No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association or aggrieved against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- 3-8.2 Representation at any level of the grievance procedure shall be limited to the grievant and/or an authorized Association representative, except that only the Association may present a grievance at Arbitration.

**3-9 Miscellaneous**

- 3-9.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3-9.2 Copies of the forms to be used in processing a grievance and for reporting decisions and recommendations shall be made available by the Superintendent and the chairman of the Professional Rights and Responsibilities Committee of the Association.

**ARTICLE 4  
TERMINATION AND RECALL PROCEDURES**

**4-1 General Statement of Policy**

It is recognized that under state law the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

**4-2 Procedure**

- 4-2.1 The Board may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
- 4-2.2 Prior to commencing action to terminate teacher contracts under this policy, the Board will give due consideration of its ability to effectuate position eliminations and/or reduction in staff by:

1. Voluntary retirements
2. Voluntary resignations

4-2.3 If the position of a teacher who has attained tenure status is eliminated by the Board, such teacher will have the right to be placed in an available position for which he or she is certified and qualified. Available positions shall include those held by non-tenured teachers.

4-2.4 When the Board votes to eliminate a position in a department or subject area, the following criteria shall apply in determining what teaching contracts, if any, will be subject to termination. The criteria shall be applied sequentially and are:

- (a) Certification
- (b) Total continuing paid teaching experience in the school district. Unpaid leaves of less than one school year shall not be considered an interruption of "total continuing paid teaching experience."
- (c) Performance as determined by written summary evaluation.
- (d) In the event that the application of the criteria (a) (b) and (c) is not sufficient to determine which teacher's contract will be subject to termination, the date of contract signing will be the determining factor.

#### 4-3 Policy Provisions Not Applicable to Promotions

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

#### 4-4 Recall Procedure

If the contract of employment of a teacher is terminated because of elimination of teaching positions, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two (2) years. If a position becomes open during such two (2) year period, teachers shall be recalled in the inverse order of being laid off, provided said teacher is certified and qualified for said position. The teacher will be notified in writing by certified mail, return receipt requested, sent to his/her last known address, at least thirty (30) days prior to the anticipated date of reemployment. In determining whether a teacher is qualified for reappointment, the Board shall consider criteria as set forth in 4-2.4 above. The teacher shall accept or reject the reappointment in writing within ten (10) days of receipt of notice. If the appointment is accepted, the teacher shall receive a written contract of employment within twenty (20) days of receipt of the

teacher's reply from the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within ten (10) days, the name of the teacher will be removed from the recall list.

- 4-5 The provisions of Article 4-1 and 4-2.1 shall not be subject to the grievance procedure as set forth in Article 3.
- 4-6 This article shall not apply to employees holding durational shortage area permits. These individuals have no contractual right in reference to layoff and/or recall.

**ARTICLE 5**  
**PROTECTION OF TEACHERS**

- 5-1 Teachers shall report immediately in writing to their Principal or immediate supervisor and to the Superintendent all cases of assault or legal action suffered by them in connection with their employment.
- 5-2 The Board and the Association recognize the "Protection of Teachers" is provided for in Connecticut General Statutes.

**ARTICLE 6**  
**USE OF TEACHER VEHICLES**

- 6-1 **Insurance on Vehicles**
  - 6-1.1 The Board is protected, under the non-ownership clause of its transportation insurance, against judgment arising from an accident in which a school teacher, using his/her personal vehicle on school business, is involved. The first claim, however, is placed against the owner of the vehicle.
- 6-2 Mileage reimbursement, where authorized by the Board, will be at the rate specified by the I.R.S. and adjusted as per date of publication by the I.R.S.

**ARTICLE 7**  
**LEAVES**

- 7-1 **Personal Illness**
  - 7-1.1 Fifteen (15) days of sick leave per year, effective September 1, will be granted to each teacher. Unused sick leave will be accumulated to a maximum of one

hundred sixty-five (165) days. If the accumulated sick leave is exceeded, salary deductions thereafter will be at the per diem rate of full salary until employment of the teacher is terminated. If the principal, assistant principal, athletic director or department chairperson covers a class for a teacher who leaves school early due to illness, no charge will be made against the sick time of the teacher who is ill.

7-1.2 A medical certificate is required for sick leave of any duration if a teacher's absence from duty occurs frequently or habitually and when, in the judgment of the Principal, evidence indicates reasonable cause for requiring such a certificate.

7-1.3 The Board agrees that the first thirty (30) school days of any approved leave covered by Workers' Compensation will not be counted as sick leave. A teacher receiving Workers' Compensation pay shall receive a rate of pay equal to the difference between his/her earned salary and Workers' Compensation pay for the first thirty (30) days of the teacher's leave, unless greater coverage is required by law. Beyond the first thirty (30) days of the teacher's leave, except in cases covered by Connecticut General Statutes Section 10-236a, the teacher may use accumulated sick leave up to sixty (60) days on a pro-rated basis to supplement his/her Workers' Compensation temporary disability benefits so that the teacher receives full pay.

7-1.4 After accumulated sick leave has been exhausted a leave of absence will be granted without pay to the end of the school year for extended illness, injury or disability (including disability arising out of pregnancy) occurring during the summer or within the school year. However, determination should be made by June 15 as to whether the teacher will be able to return to full-duty status the following September or whether a replacement should be hired. In the event of full recovery after a replacement has been hired, the teacher will be given special consideration when there is a vacancy in an equivalent position.

(a) All insurance, retirement, and other teacher benefits shall continue in force for any teacher on leave without pay, provided that the teacher pays all premiums, contributions and other costs requisite to keep such benefits in force during such period.

## 7-2 Family Illness

7-2.1 Where the teacher's presence is required, up to three (3) days leave per year, non-cumulative, will be granted by the Principal for illness of a teacher's child, spouse, spouse's parent, parent or dependent.

**7-3 Bereavement**

- 7-3.1 Up to five (5) days leave at any one time, non-cumulative, will be granted by the Principal for death in the immediate family - here defined as husband, wife, either spouse's parent or legal guardian, grandparent, grandchild, child, sister, brother, or other relative/dependent living within the teacher's household.**

**7-4 Personal Leave**

- 7-4.1 When arrangements cannot be made by the teacher for a time outside of the regular school day, each teacher is entitled to two (2) days personal business leave per year, non-cumulative, with full pay. Personal business leave generally refers to business that cannot be transacted outside of school hours including, but not limited to, the following: attendance at the graduation exercise or travel to a graduation of self or an immediate family member, marriage of self or a member of the immediate family, and compulsory legal matters. Such leave shall be granted the day before or the day after a holiday or vacation period provided the teacher submits a specific statement of the reasons for the leave no later than four (4) weeks prior to the leave and the Superintendent or his/her designee approves the request. Permission for leave requests shall not be arbitrarily or unreasonably withheld.**
- 7-4.2 In the case of religious holidays, up to three (3) days per year may be granted with no resulting loss in personal days.**
- 7-4.3 Notification of personal or religious leave must be made in writing at least five (5) school days in advance, except in emergencies which prevent such advance notice.**

**7-5 Sabbatical Leave**

- 7-5.1 Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates the policy of sabbatical leave for teachers for approved scholarly programs whether or not carried on in an academic institution, subject to the following conditions. It is understood that the granting of sabbatical leaves is within the discretion of the Board of Education.**
- (a) Not more than one member of the RSSC staff and not more than two teachers of the high school staff shall be absent on sabbatical leave at any one time.**
  - (b) Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Board no later than**

December 31 of the year preceding the school year for which the sabbatical leave is requested. The Board shall reply within a thirty (30) day period.

- (c) The teacher has completed at least seven (7) consecutive full school years of service in the school district.
- (d) Salary paid to a teacher on sabbatical leave shall be paid at the rate of three-fourths (3/4) of his/her basic salary which would have been in effect had he/she remained in the system, proportionate with the length of the leave.
- (e) The teacher shall agree to return to employment in the school district for one full year for each one-half year's leave. Upon such return the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.
- (f) Basic salary paid teachers on sabbatical leave will be advanced upon a personal note, repayable within two (2) years from completion of the agreed study period if the individual fails to return for the required one or two years. The note which the teacher shall execute shall include the obligation to pay the Board's reasonable attorney fees in the event the teacher fails to return from sabbatical leave or leaves the Board's employ prior to the expiration of the required one or two year period. Such note shall be reduced on a pro-rata basis and shall be automatically canceled upon completion of the agreed term of post-study employment or upon permanent disability or death of the teacher. For example, ten percent (10%) of a one-year obligation or five (5) percent of a two-year obligation will be canceled upon completion of each month of return service.

#### 7-6 Jury Duty

- 7-6.1 If the teacher called for jury duty cannot be excused from such duty on his/her own request or the request of the Principal or Superintendent of Schools, he/she shall receive leave for jury duty.
- 7-6.2 The teacher shall notify the Principal upon receipt of a summons to jury duty.
- 7-6.3 The teacher receiving leave for jury duty shall receive a rate of pay equal to the difference between his/her earned salary and jury fee.

**7-7 Special Leave Request**

**7-7.1** Leaves not covered by the preceding sections may be granted by the Board of Education, without pay and without establishing precedents for similar requests, upon timely application from the teacher.

**7-8 Maternity**

**7-8.1** An employee who is pregnant shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Such leave shall be treated the same as any other short-term disability, and shall be with pay to the extent of accumulated sick leave. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return the teacher shall be assigned to her former position.

**7-8.2** Forms signed by the teacher's physician, indicating commencement and termination of temporary disability due to pregnancy, will be supplied by the Superintendent's office.

**7-9 Parenting Leave**

**7-9.1** Any tenured teacher in the bargaining unit shall be eligible, upon written request to, and approval of, the Superintendent, which approval will not be unreasonably withheld, for an extended leave for the purpose of parenting. Such leave shall be without pay and fringe benefits and for a period of time of not less than one (1) semester or more than two (2) school years from the date of the beginning of said leave. Any such leave must begin within six (6) years of the birth or adoption of the child for whom the leave is taken. Any parenting leave must be followed by a term of at least two (2) consecutive school semesters before such leave can be taken again. Teachers on parenting leave must notify the Superintendent of their intention to return to work on or before March 15<sup>th</sup> of the leave year or the position will be considered vacant, and will be filled in accordance with Article 14-2.

**7-9.2** A teacher on such leave shall, if reinstated, be reinstated on the first day of school in the subsequent school year, or as otherwise determined by the Superintendent with Board approval.

**7-9.3** No benefits (including seniority) shall accrue while any teacher is on said leave but all benefits existing on the commencement of leave shall be restored upon reinstatement. Any such reinstated teacher whose leave exceeded one semester shall be placed on the step of the salary schedule he or she occupied during the last school year worked by the teacher. Any such reinstated teacher whose leave did not exceed one semester, shall be placed on the salary schedule one step

higher than that he or she occupied during the last school year worked (unless said leave and said reinstatement occurs in the same school year).

- 7-9.4 At the end of such leave, the teacher shall be reinstated to a position equivalent to that held at the time the said leave began, if such a position exists.
- 7-9.5 Except in emergency situations, a request for such leave shall be made at least sixty (60) days prior to its commencement unless, in the case of an adoption, a teacher receives knowledge of the effective adoption date less than sixty (60) days prior to commencement of leave, in which case such request shall be made upon receipt of such knowledge.
- 7-9.6 Where both parents are covered by this agreement, they shall not be eligible for such leave at the same time.
- 7-9.7 No teacher shall be eligible for more than one such leave per child.
- 7-9.8 Any such teacher may continue to participate in the group medical insurance plans at his or her own expense during the period of such leave.

7-10 Consultant's Leave

- 7-10.1 Each teacher will, with permission from his/her Principal, Director of Pupil Services, and/or Superintendent, be allowed two (2) days without loss of pay for the purpose of acting as a consultant within his/her particular area of expertise. The teacher may choose to take these days with or without pay. If the teacher elects to take the day with pay, all consultation fees shall be signed over to the Board.

7-11 Sick Leave Bank

- 7-11.1 Each teacher shall be permitted to contribute three (3) days from his/her sick leave accumulation reserve each school year to a "Sick Leave Bank" which shall be established to aid teachers who suffer prolonged illness and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of one hundred and fifty (150) days.
- 7-11.2 A teacher may be permitted, on written application, to draw up to thirty (30) days against the sick leave bank after his/her own accumulated sick leave has been exhausted.
- 7-11.3 The following conditions shall apply:
  - a. Additions to the bank shall be made at the beginning of each school year.



- b. A person withdrawing from membership in the bank will not be permitted to withdraw the contribution days.
- c. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
- d. Sick leave shall mean the leave the teacher has for that year plus his/her accumulation.
- e. The Region One Bank will be administered by a committee of six (6), three (3) of whom shall be appointed by the Faculty Association and three (3) by appointment of the Superintendent.

## **ARTICLE 8**

### **SCHOOL DAY AND YEAR**

- 8-1 Each teacher of the high school is expected to be in the school at least fifteen (15) minutes prior to the attendance bell and may leave when professional responsibilities are completed. On days when final examinations are administered to students, a member may leave the high school building beginning at 12:30 p.m. provided all professional responsibilities are completed and the member has informed the office of the building principal that he/she is leaving the building.
- 8-1.1 Recognizing that certain positions may require a work day that differs from that in place during the 2014-2015 school year, the Administration may, after consulting with the Teacher and the Association, agree to a work day that is the same length as all members of the bargaining unit that may begin and end at different times. In no case will a teacher be required to accept the changed work day.
- 8-2 Each teacher of an Elementary School will be on duty before and/or after school for a total of forty-five (45) minutes daily to plan and carry out individual professional responsibilities. The Principal may approve exceptions.
- 8-3 Should the length of the teachers' work day be increased, teachers shall be compensated at the hourly rate of 1/1295 of their annual salary.
- 8-4 If a teacher's work year is extended by the Board beyond 185 days, additional compensation for any such days shall be at the rate of 1/185 of the teacher's salary. If a teacher's work year is reduced by the Board to less than 185 days, the compensation for any affected teacher shall be reduced by 1/185th for each day that the work year is reduced.

**ARTICLE 9**  
**LUNCH PERIODS**

- 9-1 Teachers working in the elementary schools shall have a duty-free lunch period of not less than twenty minutes, and teachers working in the high school shall have a duty-free lunch period equivalent to the length of the students' lunch periods.

**ARTICLE 10**  
**CLASS SIZE AND TEACHER LOAD**

**High School**

- 10-1 The maximum number of pupils for academic classes ranges between twenty (20) and twenty-seven (27). It is understood that some deviation from these figures may be necessary in extreme cases for a period not to exceed thirty (30) days. In these cases, the teacher involved will be consulted prior to the scheduling of additional students. This section does not apply to Special Education classes.
- 10-2 Study halls shall be limited to seventy-five (75) students per assigned teacher.
- 10-3 The assigned teacher load shall not exceed five (5) instructional periods per day. Teacher load will include one preparation period per day. Duties may be assigned to any remaining periods per day. A duty is defined as an assigned supervision period, such as, but not limited to, hallways, cafeteria, study hall, writing lab. When a teacher and Principal agree, a sixth class may be assigned. A teacher accepting a sixth class will be relieved of duties.
- 10-3.1 The assigned load for department chairpersons shall not exceed four (4) instructional periods per day. Department chairpersons load will include an average over a ten-day cycle of two (2) preparation periods per day, including at least one preparation period per day. Duties may be assigned to any remaining periods per day. A duty is defined as an assigned supervision period, such as, but not limited to hallways, cafeteria, study hall and writing lab. When a teacher and Principal agree, a fifth class may be assigned. A department chairperson accepting a fifth class will be relieved of duties.
- 10-4 Teachers shall not generally be assigned to more than three (3) preparations. Teachers may be assigned more than three preparations unless this would result in a teacher in that certificated area being laid off.

Elementary School

- 10-5 All teachers shall have an average of one (1) preparation and planning period per day equal in length to the amount of time allotted for specialist instruction in art, music, and physical education, computer and library, as long as these special instruction classes are offered.

**ARTICLE 11**  
**MEETINGS**

- 11-1 A schedule of local faculty meetings will be developed in September of each school year. These will be arranged for a given day of the week. They will generally be held monthly and not more frequently than twice monthly. A predetermined time for beginning and ending such meetings will be established. General information items not requiring discussion will be distributed via faculty bulletins.

**ARTICLE 12**  
**DETERMINATION OF PAY INCREASE STATUS**

- 12-1 The Board reserves the right to withhold a pay increase in cases where service is deemed less than satisfactory. A decision to withhold such increase will be made by the Superintendent and shall be communicated to the teacher no later than April 1. Said action shall be based upon written evidence presented by the Superintendent to the teacher and the Principal. This evidence shall indicate that attempts have been made by supervisory and administrative personnel to aid the teacher in correcting the reported inadequacies. These efforts to help the teacher must have been made during the period commencing April 1 of the previous school year and ending March of the current school year. After one year of satisfactory service, as determined by the evaluation plan, the teacher will be placed on the step of the salary schedule appropriate with his/her education and length of service.

**ARTICLE 13**  
**JUST CAUSE**

- 13-1 No teacher shall be demoted, disciplined, or reduced in pay or benefits without just cause. This article shall not apply to the non-reappointment of a teacher solely holding a durational shortage area permit.

**ARTICLE 14**  
**ASSIGNMENT AND TRANSFER**

- 14-1 Assignment of teachers to schools, grades or subject areas is the responsibility of the school administrators. When change of assignment is contemplated by the administration, the Principal or Superintendent will discuss the advantages and disadvantages of the move with the teacher or teachers involved prior to making the move. When a teacher desires a change of position the teacher will apply in writing to the Superintendent and Principal stating the reasons. If the change is not granted, a letter from the Superintendent or Principal will be sent to the teacher explaining the reason(s) for not granting the change of position.
- 14-2 Vacancies in certified positions in the Region caused by retirement, resignation, death or termination, or newly created positions shall be posted. A copy of the posting notice shall be sent to the president of the Association at his/her home address. During the school year the notice will be posted for at least ten (10) days prior to the deadline for submitting applications. During the summer recess, notice to the president of the Association shall constitute posting.

**ARTICLE 15**  
**PROFESSIONAL GROWTH**

- 15-1 Every teacher recognizes a responsibility for continuous effort to keep abreast of new or developing activities within his/her own field or within the cultural context in which our school functions.
- 15-1.1 A variety of planned, Board sponsored activities will be set up in cooperation with the Professional Growth Committee. The variety may be broad or narrow, depending upon the needs of the school. These may include subject or grade level study groups, curriculum committees, classes within the adult education program, local school study groups, university courses, approved individual work or independent study single session meetings, demonstrations or workshops, and trips or visits within or outside of the Region.
- 15-1.2 Reimbursement for approved out-of-Region visits or trips will be in full with mileage reimbursement at the rate specified by the I.R.S. and adjusted as per date of publication by the I.R.S.
- 15-2 Assigned summer or vacation paid duties excepting summer school teaching.
- 15-2.1 When it is specifically in the interest of the educational program to have an individual teacher do special work or take special training at Board expense, such assignment will be initiated by the Superintendent of Schools and paid at the rate

of \$34 per hour for the 2015-18 contract years. No teacher can be required to accept such summer or vacation assignment even though compensation is offered. Any such assignment acceptable to a teacher must have Board approval.

**15-3 Leave for Professional Purposes**

15-3.1 Out-of-district visits or professional meetings may be initiated by the teacher or the administration. One (1) day trips must be approved by the Principal. Trips of two (2) or more days must have prior approval by the Superintendent, and programs of three (3) or more days duration must have approval by the Board of Education, as well.

15-3.2 Reimbursement for the costs of leave for professional purposes will be at the rate of one hundred percent (100%) of the total cost submitted by the teacher and which have been pre-approved by the Superintendent or his/her designee.

**ARTICLE 16  
BOARD OF EDUCATION FUNCTIONS**

16-1 The Board retains all rights as prescribed by law subject only to the limitations imposed by the language of this Agreement.

**ARTICLE 17  
PERFORMANCE**

17-1 It is understood and agreed that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administrative policies, rules, and regulations, provided that the language of the Agreement shall supersede and prevail over any conflicting provisions.

**ARTICLE 18  
SEVERANCE**

**18-1 Severance Allowance**

18-1.1 Except in the case where a teacher is terminated for cause the Board agrees to pay a severance allowance of fifteen percent (15%) of the teacher's basic salary provided that the teacher has spent at least twenty (20) years in the district. A teacher must notify the Superintendent prior to February 1<sup>st</sup> of the year he/she intends to retire.

- 18-1.2 In the event of the teacher's death prior to retirement, the allowance will be paid to (1) the surviving spouse or (2) other designated beneficiaries.

**ARTICLE 19**  
**SALARY CHECKS AND DEDUCTIONS**

- 19-1 The Board will determine the intervals for salary payments, taking into account the requirements imposed by its fiscal year and the work load of its secretary or clerk. Requests for change of interval or date of payment will be considered only if presented in writing and based upon a recorded vote of two-thirds of the teaching staff.
- 19-1.1 Salary payments will be made by the Board via direct deposit to the institution of the teacher's choice.
- 19-2 In the event a teacher leaves the employ of the Board before the end of the school year, a salary adjustment would be computed at the per diem rate of earned salary.
- 19-3 A teacher may, on written request, have deductions made from his/her salary for any of the approved list set forth on Appendix C.
- 19-4 Service Fee
- 19-4.1 Conditions of Employment. All teachers employed by the Board of Education of the Region shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be not greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment.
- 19-4.2 Deductions. The Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deduction. Association membership dues or service fee will be deducted in twenty (20) equal installments beginning with the first paycheck in September. 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.
- 19-4.3 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.

- 19-4.4 **Forwarding of Monies.** The Board of Education agrees to forward to the Association each month a check for the full amount of money deducted during that month. The Board shall include with such check a list of teachers from whom said deductions were made.
- 19-4.5 **Save Harmless.** The Association agrees to indemnify, defend and hold the Board of Education harmless against all liability, fees and costs which may arise by reason of any action taken by the Board of Education in compliance with the provisions of this section. The Association is free to hire counsel of its choice.
- 19-4.6 The singular reference to the Association herein shall be interpreted as referring to the Housatonic Valley Regional Faculty Association, the Connecticut Education Association and the National Education Association.

## **ARTICLE 20**

### **FORMS AND DEFINITIONS**

- 20-1 Prior to the end of the school year, each teacher shall receive notice of his/her placement on the salary schedule for the following year based upon information in the file at that time.
- 20-2 The term "per diem rate" as used in this Agreement shall mean the teacher's salary divided by the number of days in that teacher's contracted school year.
- 20-3 The term "teacher's salary" as used in this Agreement is specified as follows:
- 20-3.1 Basic salary refers to the salary specified in Appendix A.
- 20-3.2 Full salary refers to the "basic salary" plus monies paid under Appendices B-1 and B-2.
- 20-3.3 Earned salary refers to either "basic" or "full" accrued salary, to depend on whether the duties under Appendices B-1 and/or B-2 have been performed.

## **ARTICLE 21**

### **PLACEMENT ON SALARY SCHEDULE**

- 21-1 New teachers will be placed on the salary schedule in accordance with their training and prior experience as outlined below:
- 21-1.1 New teachers will be placed on the salary schedule at or above BA Step 1. Up to full salary credit for prior experience may be granted according to the current salary schedule after evaluation by the Superintendent in conference with the candidate. No teacher will be placed higher on the salary schedule than previous experience would warrant.

- 21-1.2 Equivalency of prior relevant non-teaching experience may be worked out by a candidate and the Superintendent subject to approval of the Board of Education.
- 21-1.3 Evaluation of previous experience and the granting of less than full service credit may be in order when there has been an absence from teaching service for more than five years; when prior service was under other than public school auspices; or when a retired teacher is returning for temporary service. Such evaluation will be done by the Superintendent in conference with the candidate and will be embodied in the Superintendent's recommendation to the Board.
- 21-2 Up to two (2) years salary credit will be granted for full time, active military service or for active Peace Corps service on a year for year basis.
- 21-3 The following definitions will apply to training status:
- 21-3.1 Bachelor - a baccalaureate degree earned at an accredited college or university.
- 21-3.2 Master - a master's degree earned at an accredited college or university.
- a. or a full year of study within an approved doctoral program (as the preparing institution defines the equivalent of a full year of study but not less than twenty-four (24) credit hours of study);
  - b. or a planned program, in writing, and approved by the Superintendent or the university advisor at accredited institutions, which shall consist of at least thirty (30) semester hours' credit beyond the bachelor's degree; or for all teachers obtaining Provisional Certification prior to September 1, 1975, thirty (30) semester hours' credit beyond the bachelor's degree.
- 21-3.3 Sixth Year - the sixth year may be evidenced by a Professional Diploma or Certificate awarded by an approved institution within a two-year post master's program.
- a. or a second one-year master's degree which is relevant to the teaching assignment;
  - b. or the sixth year may be a year's study (as the preparing institution defines the equivalent of a full year of study) taken within an approved doctoral program in which an individual who has completed the master's degree is fully matriculated.



- 21-3.4 Teachers presently employed on the sixth year schedule will retain their position on such schedule. Teachers covered by this contract who have earned doctorate degrees shall be placed on the appropriate step of the Doctorate Schedule.
- 21-4 Changes in degree status will occur in September or February. Teachers who anticipate changes in degree status must notify the school administrator by February 1<sup>st</sup> of the preceding year and must declare whether the change will take place in September or February. In order to obtain the degree change, such teachers must provide the school administrator with an official transcript verifying the degree status before August 31 for a September change and before January 31 for a February change. Degree status change will not take place without the submission of such verification and the late submission of such verification will cause the degree change to take place at the next change time. That is, a late September submission would become effective the following February.

## **ARTICLE 22** **INSURANCE**

22-1 The Board shall provide a High Deductible Healthcare Plan (HDHP) insurance plan.

### **22-1.1 Aetna High Deductible Health Plan**

The High Deductible Healthcare Plan ("HDHP"), as described in Appendix E, shall include the following components:

- (i) 2015-2017 Annual deductibles of \$1,500/\$3,000  
2015-2018 Rx \$5/20/35 with 2x mail order, 100 day supply (after the deductible has been met)  
2017-2018 Home and Office visit \$10: Emergency Room/Specialist visit \$25 (after deductible has been met).
- (ii) 100% in-network co-insurance; 80%/20% out of network co-insurance
- (iii) Out of pocket maximums of \$3,000/\$6,000 in-network, \$3,000/\$6,000 out of network
- (iv) Preventive care rider
- (v) Prescriptions included in above deductibles. Once deductibles are met, purchases will be subject to co-payments listed above.
- (vi) The following premium cost sharing arrangement shall be in effect for the High Deductible Health Plan (HDHP)

- 2015-16 Teachers shall pay twelve percent (12%) of the premium cost for single coverage and two person coverage; and thirteen percent (13%) for family coverage.
- 2016-17 Teachers shall pay thirteen percent (13%) of the premium cost for single coverage and for two person coverage; and fourteen percent (14%) for family coverage.
- 2017-18 Teachers shall pay thirteen and 1/2 percent (13.5%) of the premium cost for single coverage and for two person coverage; and fourteen and 1/2 percent (14.5%) for family coverage.

(vii) The Board will contribute into a Health Savings Account (HSA) for each employee selecting the HDHP plan at a level equal to 50% of the applicable deductible amount (\$750 for single and \$1,500 for two person and family). The Board's contributions will be deposited into the teachers' HSA on the first payroll in July. The Board shall have no obligation to fund any portion of the HSA deductible amount for retired teachers or other individuals upon their separation from employment.

22.1.2 The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018.

Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax and premium cost share. Health insurance plan offerings, coverage, design, and other related subject matter shall not be subject to this reopener provision.

**22-2 MetLife Dental Plan**

MetLife Dental plan paying 100/80/50 with no deductibles will include an annual benefit capped at \$1,500/member. Effective July 1, 2015 teachers shall pay eighteen percent (18%) of the annual premium for the Dental Plan;

22-3 All new teachers hired after 6/30/2006 that work less than 1.0 FTE for the Board, but equal to or greater than .5 FTE, shall pay a proportionate amount for their insurance including the employer contribution toward the deductible that is based

on their FTE differential. For example, a .5 FTE teacher would pay 50% for his/her insurance, and a .8 FTE teacher would pay 20% for his/her insurance. At no time, however, during the life of this Agreement shall a teacher who works less than full time for the Board pay a lower percentage for his/her insurance than 1.0 FTE teacher.

- 22-4 The Board shall maintain a Section 125 pre-tax deduction in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provision) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Board of Education shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by this agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other cost or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.
- 22-5 Each teacher eligible for benefits under section 22-1 will be covered by a fifty thousand dollar (\$50,000) term life insurance policy, the premium for which will be fully paid (100%) by the Board.
- 22-6 The Board may substitute any insurance carrier for any insurance carrier specifically named in this Agreement so long as the new insurance coverage provides an overall level of benefits that remains substantially equivalent to or better than the current insurance coverage. The "substantially equivalent to or better than" standard shall be applied on program-wide analysis, including the network, and shall not be benefit specific.

At least sixty (60) days prior to changing insurance carriers, the Board or its designee shall notify the Association in writing. Upon request, the parties shall meet to discuss the proposed change. Should the Association and the Board disagree that the changes proposed would provide substantially equivalent coverage, when viewed in total, the disagreement shall be subject to impartial arbitration before a mutually agreeable member of the American Arbitration Association. The Board will not change to the new insurance carrier until the Arbitrator's decision has been issued in writing.

**ARTICLE 23**  
**SUBSTITUTES**

- 23-1 This article will not pertain to emergency situations, which arise during the school day or to days or half days for which a substitute is paid.
- 23-2 High School: No teacher shall be asked to cover another teacher's class during a preparation period except in the case of an emergency.

Elementary: In the event that a teacher is required to cover a class or portion of a class for a teacher who is absent for an entire day, said teacher will be compensated at a rate proportional to the amount of time spent in substitution, based on a substitute teacher's daily rate of pay.

**ARTICLE 24**  
**TUITION REIMBURSEMENT**

- 24-1 Teachers who successfully complete graduate level courses in a program of courses approved by the Superintendent of Schools shall be reimbursed at a rate equal to fifty percent (50%) of the cost of a credit hour at Central Connecticut State University up to a maximum of six (6) credit hours annually.
- 24-2 Reimbursement shall be made within thirty (30) days of the date that the teacher submits to the Superintendent the college receipt for the payment together with written evidence from the college that the teacher has satisfactorily completed the course with a grade of "B" or better.
- 24-3 To be eligible for reimbursement, the teacher must have prior approval of such graduate level courses from the Superintendent or his/her designee.
- 24-4 Decisions of the Superintendent to approve or disapprove course reimbursement shall not be subject to the grievance procedure set forth in Article 3 of this Agreement.

**ARTICLE 25**  
**DURATION**

25-1 The provisions of this Agreement, shall be effective as of July 1, 2015 and shall remain in full force and effect and shall bind and inure to the benefits of the parties hereto and their successors, to and including June 30, 2018.

IN WITNESS HERETO, each of the parties hereunto has caused these presents to be executed by its proper officer, hereunto duly authorized, and its seal affixed hereto as of the date and year first above written.

HOUSATONIC VALLEY REGIONAL  
FACULTY ASSOCIATION

REGION ONE BOARD OF  
EDUCATION

By: Eita Fower  
President

By: Andrea L. Dan  
Chairman

Hereunto duly authorized

Hereunto duly authorized

Date: 12/22/14

Date: 12/23/14

**APPENDIX A-1**

**2015-2016  
SALARY SCHEDULE**

<b>Step Placement Chart 2015-2016</b>		<b>Salary 2015-2016</b>				
<b>2014-2015 Step</b>	<b>2015-2016 Step</b>	<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>6TH</b>	<b>DOC</b>
1	1	1	\$42,985	\$46,980	\$48,667	\$52,389
2	1	2	\$44,380	\$48,972	\$50,703	\$54,525
3	1	3	\$46,025	\$51,100	\$53,123	\$57,061
4	2	4	\$49,513	\$55,809	\$58,343	\$62,518
5	3	5	\$51,363	\$58,300	\$61,155	\$65,452
6	4	6	\$53,287	\$60,900	\$64,111	\$68,532
7	4	7	\$55,288	\$63,550	\$67,219	\$71,765
8	5	8	\$57,405	\$66,641	\$70,605	\$75,276
9	6	9	\$59,753	\$70,021	\$74,494	\$79,295
10	7	10	\$63,170	\$74,170	\$79,170	\$86,170
11	8	11	\$69,102	\$82,175	\$88,100	\$93,480
12	9					
13	10					
14	11					

The step placement chart identifies placement of teachers, who were employed during the 2014-2015 school year, for the 2015-2016 school year.

**PSYCHOLOGISTS AND VOCATIONAL AGRICULTURE INSTRUCTORS**

1. Per diem beyond one hundred eighty-five (185) days for psychologists will be 100%. The work year may consist of two hundred and two (202) days.
2. Vocational Agriculture instructors will be paid at a rate of 1.2 FTE based on their position on the salary schedule.

**APPENDIX A-2**

**2016-2017  
SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>6TH YR</b>	<b>DOC</b>
<b>1</b>	<b>\$43,548</b>	<b>\$47,595</b>	<b>\$49,305</b>	<b>\$53,075</b>
<b>2</b>	<b>\$44,961</b>	<b>\$49,000</b>	<b>\$51,367</b>	<b>\$55,239</b>
<b>3</b>	<b>\$46,628</b>	<b>\$51,769</b>	<b>\$53,819</b>	<b>\$57,808</b>
<b>4</b>	<b>\$50,162</b>	<b>\$54,100</b>	<b>\$59,107</b>	<b>\$63,337</b>
<b>5</b>	<b>\$52,036</b>	<b>\$59,064</b>	<b>\$61,956</b>	<b>\$66,309</b>
<b>6</b>	<b>\$53,985</b>	<b>\$61,698</b>	<b>\$64,951</b>	<b>\$69,430</b>
<b>7</b>	<b>\$56,012</b>	<b>\$64,400</b>	<b>\$68,100</b>	<b>\$72,705</b>
<b>8</b>	<b>\$58,157</b>	<b>\$67,500</b>	<b>\$71,530</b>	<b>\$76,262</b>
<b>9</b>	<b>\$60,536</b>	<b>\$70,938</b>	<b>\$75,470</b>	<b>\$80,334</b>
<b>10</b>	<b>\$63,998</b>	<b>\$75,142</b>	<b>\$80,207</b>	<b>\$87,299</b>
<b>11</b>	<b>\$68,000</b>	<b>\$79,350</b>	<b>\$85,200</b>	<b>\$91,000</b>
<b>12</b>	<b>\$70,900</b>	<b>\$83,680</b>	<b>\$89,875</b>	<b>\$95,650</b>

All teachers move up one step from 2015-2016.

**PSYCHOLOGISTS AND VOCATIONAL AGRICULTURE INSTRUCTORS**

1. Per diem beyond one hundred eighty-five (185) days for psychologists will be 100%. The work year may consist of two hundred and two (202) days.
2. Vocational Agriculture instructors will be paid at a rate of 1.2 FTE based on their position on the salary schedule.

**APPENDIX A-3**

**2017-2018  
SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>6TH YR</b>	<b>DOC</b>
1	\$43,548	\$47,595	\$49,305	\$53,075
2	\$45,548	\$49,595	\$51,305	\$55,075
3	\$46,961	\$51,500	\$53,367	\$57,239
4	\$48,628	\$54,050	\$55,850	\$59,808
5	\$52,162	\$56,110	\$61,107	\$65,337
6	\$54,036	\$61,064	\$63,956	\$68,309
7	\$55,985	\$63,710	\$66,951	\$71,430
8	\$58,012	\$66,495	\$70,100	\$74,705
9	\$60,157	\$69,510	\$73,530	\$78,262
10	\$62,536	\$73,940	\$77,470	\$82,334
11	\$67,500	\$80,000	\$86,450	\$94,000
12	\$72,500	\$85,610	\$91,890	\$98,200

All teachers not on the top step move up one step from 2016-2017.

**PSYCHOLOGISTS AND VOCATIONAL AGRICULTURE INSTRUCTORS**

1. Per diem beyond one hundred eighty-five (185) days for psychologists will be 100%. The work year may consist of two hundred and two (202) days.
2. Vocational Agriculture instructors will be paid at a rate of 1.2 FTE based on their position on the salary schedule.



**APPENDIX B-1**  
**EXTRA PAY FOR EXTRA DUTY**

	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Acorn Publication Advisor	\$2,051	\$2,092	\$2,134
Advisory Coordinator	\$530	\$541	\$552
PBIS Coordinator**	\$318	\$325	\$331
Athletic Director	\$7,937	\$8,095	\$8,257
Department Chairperson	\$4,691	\$4,785	\$4,880
Fine Arts Representative	\$550	\$561	\$572
Junior Class Advisor	\$1,520	\$1,550	\$1,581
Bands	\$5,744	\$5,858	\$5,976
Night Choir	\$2,298	\$2,344	\$2,391
Music or Drama Production Director	\$4,097	\$4,179	\$4,263
Sweethearts & Heartbreakers (each)	\$1,781	\$1,817	\$1,853
Northwest Corner Publication Advisor	\$2,051	\$2,092	\$2,134
Senior Class Advisor	\$1,520	\$1,550	\$1,581
Senior Graduation Coordinator	\$364	\$371	\$379
Student Council Advisor	\$2,734	\$2,788	\$2,844
FFA Advisor (total compensation)	\$2,734	\$2,788	\$2,844
Envirothon	\$2,734	\$2,788	\$2,844
Robotics	\$2,734	\$2,788	\$2,844
White Oak Advisor *	\$4,097	\$4,179	\$4,263
Academic Bowl	\$1,820	\$1,856	\$1,893
9 <sup>th</sup> Grade Advisor	\$731	\$746	\$761
10 <sup>th</sup> Grade Advisor	\$731	\$746	\$761
Rotary Interact	\$975	\$995	\$1,015
NHS Advisor	\$364	\$371	\$379
Debate Team	\$2,011	\$2,051	\$2,092
Electric Car Coach	\$1,200	\$1,224	\$1,248
Detention Monitor	\$22.98	\$23.44	\$23.91

\* No annual stipend will be paid for the White Oak Advisor if the high school offers a yearbook class.

\*\* PBIS Coordinators will not be released from duties.

TEAM Mentor Stipend – Mentors shall receive stipends at the end of each year for each mentee.

**APPENDIX B-2**

**2015-2016  
HEAD COACHING STIPENDS**

<u>Sport</u>	<u>1-3 years</u>	<u>4-7 years</u>	<u>7+ years</u>
Football	\$6,144	\$6,828	\$7,508
Basketball Girls/Boys	\$5,101	\$5,670	\$6,233
Wrestling	\$5,101	\$5,670	\$6,233
Swimming	\$5,101	\$5,670	\$6,233
Baseball	\$4,060	\$4,509	\$4,957
Softball	\$4,060	\$4,509	\$4,957
Soccer Girls/Boys	\$3,942	\$4,380	\$4,817
Volleyball	\$3,942	\$4,380	\$4,817
Track	\$3,827	\$4,251	\$4,674
Field Hockey	\$3,711	\$4,252	\$4,533
Golf	\$3,711	\$4,123	\$4,533
Lacrosse Girls/Boys	\$3,711	\$4,123	\$4,533
Cross Country	\$3,711	\$4,123	\$4,533
Tennis Girls/Boys	\$3,247	\$3,607	\$3,966
Ice Hockey	\$3,247	\$3,607	\$3,966
Indoor Track	\$2,664	\$2,964	\$3,258
Alpine Skiing	\$1,739	\$1,932	\$2,126
Cheerleading	\$680	\$747	\$824
Spring Football	\$464	\$516	\$566

Stipends for CIAC Tournament\*:

Head Coach	\$318
Assistant Coach	\$222

\* Coaches of Wrestling, Cross Country, Track and Indoor Track are not eligible for the CIAC Tournament stipend.

JV Coach and Assistant Coach rate equals 70% of head coach. If same person coaches boys and girls cross-country the stipend will be 1.5 times the rate per season.

**APPENDIX B-2**

**2016-2017**

**HEAD COACHING STIPENDS**

<b><u>Sport</u></b>	<b><u>1-3 years</u></b>	<b><u>4-7 years</u></b>	<b><u>7+ years</u></b>
Football	\$6,267	\$6,964	\$7,658
Basketball Girls/Boys	\$5,203	\$5,784	\$6,358
Wrestling	\$5,203	\$5,784	\$6,358
Swimming	\$5,203	\$5,784	\$6,358
Baseball	\$4,141	\$4,600	\$5,056
Softball	\$4,141	\$4,600	\$5,056
Soccer Girls/Boys	\$4,021	\$4,467	\$4,914
Volleyball	\$4,021	\$4,467	\$4,914
Track	\$3,904	\$4,336	\$4,767
Field Hockey	\$3,785	\$4,337	\$4,624
Golf	\$3,785	\$4,205	\$4,624
Lacrosse Girls/Boys	\$3,785	\$4,205	\$4,624
Cross Country	\$3,785	\$4,205	\$4,624
Tennis Girls/Boys	\$3,312	\$3,679	\$4,045
Ice Hockey	\$3,312	\$3,679	\$4,045
Indoor Track	\$2,718	\$3,023	\$3,323
Alpine Skiing	\$1,774	\$1,971	\$2,168
Cheerleading	\$694	\$762	\$841
Spring Football	\$473	\$526	\$577

**Stipends for CLAC Tournament\*:**

Head Coach	\$325
Assistant Coach	\$227

\* Coaches of Wrestling, Cross Country, Track and Indoor Track are not eligible for the CLAC Tournament stipend.

JV Coach and Assistant Coach rate equals 70% of head coach. If same person coaches boys and girls cross-country the stipend will be 1.5 times the rate per season.

**APPENDIX B-2**

**2017-2018  
HEAD COACHING STIPENDS**

<b><u>Sport</u></b>	<b><u>1-3 years</u></b>	<b><u>4-7 years</u></b>	<b><u>7+ years</u></b>
Football	\$6,393	\$7,104	\$7,812
Basketball Girls/Boys	\$5,307	\$5,899	\$6,485
Wrestling	\$5,307	\$5,899	\$6,485
Swimming	\$5,307	\$5,899	\$6,485
Baseball	\$4,224	\$4,692	\$5,157
Softball	\$4,224	\$4,692	\$5,157
Soccer Girls/Boys	\$4,102	\$4,557	\$5,012
Volleyball	\$4,102	\$4,557	\$5,012
Track	\$3,982	\$4,423	\$4,862
Field Hockey	\$3,861	\$4,424	\$4,716
Golf	\$3,861	\$4,289	\$4,716
Lacrosse Girls/Boys	\$3,861	\$4,289	\$4,716
Cross Country	\$3,861	\$4,289	\$4,716
Tennis Girls/Boys	\$3,378	\$3,752	\$4,126
Ice Hockey	\$3,378	\$3,752	\$4,126
Indoor Track	\$2,772	\$3,084	\$3,389
Alpine Skiing	\$1,809	\$2,010	\$2,212
Cheerleading	\$708	\$777	\$857
Spring Football	\$483	\$537	\$589

**Stipends for CIAC Tournament\*:**

Head Coach	\$331
Assistant Coach	\$231

\* Coaches of Wrestling, Cross Country, Track and Indoor Track are not eligible for the CIAC Tournament stipend.

JV Coach and Assistant Coach rate equals 70% of head coach. If same person coaches boys and girls cross-country the stipend will be 1.5 times the rate per season.

**APPENDIX C**

**2015-2018  
SALARY DEDUCTIONS**

A staff member may, on written request, have deductions made from his/her salary to any of the approved organizations listed below:

Housatonic Valley Regional Faculty Association  
CT Teachers' Retirement Fund (pension)  
Connecticut Education Association (professional dues)  
National Education Association (professional dues)  
First Bristol Federal Credit Union

Approved Region One Tax Sheltered Annuities:

ING  
AXA Equitable  
Metlife  
Vanguard  
Fidelity

**APPENDIX D**

**FORMAL GRIEVANCE PRESENTATION**

(Form 1 - To be completed by aggrieved person - type or print)

Aggrieved Person: \_\_\_\_\_

Date of Formal Presentation: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

School: \_\_\_\_\_

**Level of Grievance**  
(check applicable level)

One

Two

Three

Four

Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action Requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature of Aggrieved*

\_\_\_\_\_  
*Date*

Signature and formal date of grievance at the applicable level

One: \_\_\_\_\_  
*Signature* *Date*

Three: \_\_\_\_\_  
*Signature* *Date*

Two: \_\_\_\_\_  
*Signature* *Date*

Four: \_\_\_\_\_  
*Signature* *Date*

**APPENDIX D**

**DECISION OF PRINCIPAL**

(Form 2 - To be completed by principal or administrator within 5 days of formal grievance - type or print)

Aggrieved  
Person: \_\_\_\_\_

Date of Formal  
Grievance: \_\_\_\_\_

School: \_\_\_\_\_

Principal or  
Administrator: \_\_\_\_\_

Decision of  
Principal or  
Administrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Date of Decision*

\_\_\_\_\_  
*Signature of Principal or Administrator*

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**AGGRIEVED PERSON'S RESPONSE**

(To be completed by aggrieved within 3 days of decision)

\_\_\_ I accept the above decision and a grievance no longer exists.

\_\_\_ I hereby appeal to the superintendent of schools for a review of this grievance.

\_\_\_\_\_  
*Date of Response*

\_\_\_\_\_  
*Signature of Aggrieved*

**APPENDIX D**

**DECISION OF SUPERINTENDENT**

(Form 3 - To be completed by the superintendent or his/her designate within 7 days after hearing with aggrieved or his/her representative; hearing to be held within 10 days after receipt of appeal - type or print)

Aggrieved Person: \_\_\_\_\_ Date of Formal Grievance Presentation: \_\_\_\_\_

Date of Hearing Held by Superintendent: \_\_\_\_\_

Decision of Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Date of Decision* \_\_\_\_\_ *Signature of Superintendent*

**AGGRIEVED PERSON'S RESPONSE**

(To be completed by aggrieved within 3 days of decision)

- \_\_\_ I accept the above decision and a grievance no longer exists.
- \_\_\_ I hereby appeal to the board of education for a review of this grievance.

\_\_\_\_\_  
*Date of Response* \_\_\_\_\_ *Signature of Aggrieved*



**APPENDIX D**

**REVIEW BY BOARD OF EDUCATION**

(Form 4 - type or print)

Aggrieved Person: \_\_\_\_\_ Date of Formal Grievance Presentation: \_\_\_\_\_

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Aggrieved*

**BOARD RESPONSE**

(To be completed by Board of Education within 30 days after Board Hearing with aggrieved or his representative; Board hearing to be held within 10 days after receipt of appeal.)

Date Appeal is Received By Board of Education: \_\_\_\_\_ Date Hearing Held By Board of Education: \_\_\_\_\_

Decision of the Bd. of Ed. and the Reasons Therefore: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized Board Representative*

**AGGRIEVED PERSON'S RESPONSE**

(To be completed by aggrieved within 3 days of decision)

- \_\_\_\_ I accept the above decision and a grievance no longer exists.
- \_\_\_\_ I hereby refer the above decision to the president of the Association and request that this grievance be submitted to arbitration.

\_\_\_\_\_  
*Date of Response*

\_\_\_\_\_  
*Signature of Aggrieved*

**APPENDIX D**

**DETERMINATION REGARDING ARBITRATION**

(Form 5 - To be completed by the Association President and PR&R Committee Chairman within 5 days of receipt of request from aggrieved that grievance be submitted to arbitration - type or print)

Aggrieved Person: \_\_\_\_\_ Date of Formal Grievance Presentation: \_\_\_\_\_

Association President: \_\_\_\_\_ Date Request Received for Arbitration: \_\_\_\_\_

**DETERMINATION BY ASSOCIATION**

\_\_\_\_\_ The Association, through its PR&R Committee, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system. The grievance therefore is closed.

\_\_\_\_\_ The Association, through its PR&R committee, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

**REASONS THEREFORE**

Date of Determination: \_\_\_\_\_  
\_\_\_\_\_  
*Signature of PR&R Chairman*

\_\_\_\_\_  
*Signature of Association President*

**DESIGNATION OF ARBITRATOR**

(To be completed by Board Chairman and Association President)

The parties have agreed upon and selected: \_\_\_\_\_ as arbitrator (name of arbitrator) to whom the appended grievance is hereby submitted.

Date of Determination: \_\_\_\_\_  
\_\_\_\_\_  
*Signature of Association President*

\_\_\_\_\_  
*Signature of Board Chairman*

**APPENDIX E**

**INSURANCE SUMMARY OF BENEFITS**

**High Deductible Healthcare Plan**

<b>PLAN FEATURES</b>	<b>PREFERRED CARE</b>		<b>NON-PREFERRED CARE</b>	
<b>Deductible (per calendar year)</b>	\$1,500	Individual	\$1,500	Individual
	\$3,000	Family	\$3,000	Family
All covered expenses including prescription drugs accumulate toward both the preferred and non-preferred Deductible. Unless otherwise indicated, the Deductible must be met prior to benefits being payable. Once Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the calendar year. There is no Individual Deductible to satisfy within the Family Deductible.				
<b>Member Coinsurance</b>	Covered 100%		20%	
Applies to all expenses unless otherwise stated.				
<b>Payment Limit (per calendar year)</b>	\$3,000	Individual	\$3,000	Individual
	\$6,000	Family	\$6,000	Family
All covered expenses including deductible and prescription drugs accumulate toward both the preferred and non-preferred Payment Limit. Certain member cost sharing elements may not apply toward the Payment Limit. Only those out-of-pocket expenses resulting from the application of coinsurance percentage, deductibles, and prescription drug copays (except any penalty amounts) may be used to satisfy the Payment Limit. Once Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the calendar year. There is no Individual Payment Limit to satisfy within the Family Payment Limit.				
<b>Lifetime Maximum</b>	Unlimited except where otherwise indicated.			
<b>Payment for Non-Preferred</b>	Not Applicable		Professional: 110% of Medicare*	
			Facility: Prevailing Charges*	
<b>Primary Care Physician Selection</b>	Optional		Not applicable	
<b>Referral Requirement</b>	None		None	
<b>PREVENTIVE CARE</b>	<b>PREFERRED CARE</b>		<b>NON-PREFERRED CARE</b>	
<b>Routine Adult Physical Exams/ Immunizations</b>	Covered 100%; deductible waived		20% after deductible	
1 exam every 12 months ages 18- 65				
<b>Routine Well Child Exams/Immunizations</b>	Covered 100%; deductible waived		20% after deductible	
7 exams in the first 12 months of life, 3 exams in the second 12 months of life, 3 exams in the third 12 months of life, 1 exam per year thereafter to age 18.				
<b>Routine Gynecological Care Exams</b>	Covered 100%; deductible waived		20% after deductible	
Includes routine tests and related lab fees				
<b>Routine Mammograms</b>	Covered 100%; deductible waived		20%; deductible waived	
One baseline mammogram for covered females age 35-39; one mammogram per calendar year age 40 and over.				
<b>Routine Digital Rectal Exam / Prostate-specific Antigen Test</b>	Covered 100%; deductible waived		20% after deductible	
For covered males age 40 and over.				
<b>Colorectal Cancer Screening</b>	Covered 100%; deductible waived		20% after deductible	
For all members age 50 and over.				
<b>Routine Eye Exams</b>	Covered 100%; deductible waived		20% after deductible	

1 routine exam per 24 months		
Routine Hearing Exams	Covered 100%; deductible waived	20% after deductible
1 routine exam per 24 months		
Hearing Aids	Covered 100% after deductible	20% after deductible
Covered for children twelve years of age or younger. Limited to \$1,000 within a 24 month period.		
Office Visits to member's selected PCP For July 1, 2017 \$10 co-payment	Covered 100% after deductible For July 1, 2017 \$10 co-payment	20% after deductible
Specialist Office Visits For July 1, 2017 \$25 co-payment	Covered 100% after deductible For July 1, 2017 \$25 co-payment	20% after deductible
Includes services of an internist, general physician, family practitioner or pediatrician, if the physician is not the member's selected PCP.		
Allergy Testing	Covered 100% after deductible	20% after deductible
Allergy Injections	Covered 100% after deductible	20% after deductible
<b>DIAGNOSTIC PROCEDURES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Diagnostic Laboratory and X-ray except for Complex Imaging Services	Covered 100% after deductible	20% after deductible
Diagnostic X-ray for Complex Imaging Services	Covered 100% after deductible	20% after deductible
<b>EMERGENCY MEDICAL CARE</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Urgent Care Provider (benefit availability may vary by location)	Covered 100% after deductible	20% after deductible
Non-Urgent Use of Urgent Care Provider	Not Covered	Not Covered
Emergency Room For July 1, 2017 \$25 co-payment	Covered 100% after deductible For July 1, 2017 \$25 co-payment	Same as preferred care; after deductible
Non-Emergency care in an Emergency Room	Not Covered	Not Covered
Ambulance	Covered 100% after deductible	20% after deductible
<b>HOSPITAL CARE</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Inpatient Coverage	Covered 100% after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Inpatient Maternity Coverage	Covered 100% after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient Hospital Expenses (including surgery)	Covered 100% after deductible	20% after deductible
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
<b>MENTAL HEALTH SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Inpatient	Covered 100% after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	Covered 100% after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		
<b>ALCOHOL/DRUG ABUSE SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Inpatient	Covered 100% after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	Covered 100% after deductible	20% after deductible
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		

<b>OTHER SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
<b>Convalescent Facility</b> Limited to 120 days per calendar year. The member cost sharing applies to all covered benefits incurring during a member's inpatient stay	Covered 100% after deductible	20% after deductible
<b>Home Health Care</b> Limited to 200 visits per calendar year. Includes Medical Social Services up to \$200 per calendar year for terminally ill individuals. Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.	Covered 100%; deductible waived	20%; deductible waived
<b>Hospice Care - Inpatient</b> The member cost sharing applies to all covered benefits incurred during a member's inpatient stay	Covered 100% after deductible	20% after deductible
<b>Hospice Care - Outpatient</b> The member cost sharing applies to all covered benefits incurred during a member's outpatient visit	Covered 100% after deductible	20% after deductible
<b>Private Duty Nursing - Outpatient (Limited to \$15,000 per calendar year)</b>	Covered 100% after deductible	20% after deductible
<b>Treatment of Autism</b> Habilitative Services for the treatment of autism.	Covered 100% after deductible	20% after deductible
<b>Outpatient Short-Term Rehabilitation</b> Includes Speech, Physical, and Occupational Therapy, limited to 50 visits per calendar year.	Covered 100% after deductible	20% after deductible
<b>Early Intervention Services</b> Children from birth to age 3; maximum of \$6,400 per child per calendar year. Lifetime maximum of \$19,200.	Covered 100% after deductible	20% after deductible
<b>Spinal Manipulation Therapy</b>	Covered 100% after deductible	20% after deductible
<b>Durable Medical Equipment</b>	Covered 100% after deductible	20% after deductible
<b>Diabetic Supplies -- (if not covered under Pharmacy benefit)</b>	Covered 100% after deductible	20% after deductible
<b>Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive visits)</b>	Covered 100% (payable as any other covered expense) after deductible	20% (payable as any other covered expense) after deductible
<b>Transplants</b>	Covered 100% Preferred coverage is provided at an IOE contracted facility only; after deductible	20% Non-Preferred coverage is provided at a Non-IOE facility; after deductible
<b>FAMILY PLANNING</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
<b>Infertility Treatment</b> Diagnosis and treatment of the underlying medical condition.	Covered 100% after deductible	20% after deductible
<b>Comprehensive Infertility Services</b> Coverage includes Artificial Insemination, limited to 3 courses per lifetime, and Ovulation Induction, limited to 4 courses per lifetime. For covered females under age 40 only.	Covered 100% after deductible	20% after deductible
<b>Advanced Reproductive Technology (ART)</b> ART coverage includes 2 cycles with not more than 2 embryos per cycle of In vitro fertilization (IVF), zygote intra-fallopian transfer (ZIFT), and gamete intrafallopian transfer (GIFT), combined, per lifetime. For covered females under age 40 only.  Maximum applies to all procedures covered by any Aetna plan except where prohibited by law.	Covered 100% after deductible	20% after deductible
<b>Voluntary Sterilization</b> Including tubal ligation and vasectomy.	Covered 100% after deductible	20% after deductible
<b>PHARMACY</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
The full cost of the drug is applied to the deductible before any benefits are considered for payment under the pharmacy plan.		

<b>Retail</b>	Covered 100% after combined medical/Rx plan deductible up to a 100 day supply at participating pharmacies. <b>July 1, 2015</b> <b>\$5/\$20/\$35 co-payment after deductible is met</b>	20% of submitted cost after combined medical/Rx plan deductible up to a 34 day supply.
<b>Mail Order</b>	Covered 100% after combined medical/Rx plan deductible up to a 31-100 day supply from Aetna Rx Home Delivery®. <b>July 1, 2015</b> <b>\$5/\$20/\$35 co-payment after deductible is met with 2x co-payment for 100 day supply.</b>	Not applicable

**No Mandatory Generic (NO MG) - Member is responsible to pay the applicable copay only.**

**Plan Includes:** Contraceptive drugs and devices obtainable from a pharmacy, Oral and Injectable fertility drugs (injectable, physician charges for injections are not covered under RX, medical coverage may be limited), Diabetic supplies.

**GENERAL PROVISIONS**

<b>Dependents Eligibility</b>	Spouse, children from birth to age 26 regardless of student status.
<b>Pre-existing Conditions Exclusion</b>	On effective date: Waived After effective date: Waived