## AGREEMENT

## BETWEEN

## **REGION NO. 16 EDUCATION ASSOCIATION**

## AND

## **REGION NO. 16 BOARD OF EDUCATION**

Effective August 15, 2013 Expires August 14, 2016

12/21/12

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#### **SECTION I - PROCEDURES**

#### **PREFACE**

This Agreement is made and entered into by and between the Regional School District No. 16 Board of Education (hereinafter referred to as the "Board") and the Region No. 16 Education Association (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

## ARTICLE 1 PREAMBLE

- A. This Agreement is negotiated for the teachers' unit under §10-153a through §10-153n, inclusive, of the General Statutes of the State of Connecticut, as amended.
- B. It is understood that the School Board is endowed by the state law and by the voters of the legislative body for the School District. It has the sole right to make policy and approve rules and regulations. While the Board of Education recognizes the importance of responsible participation and communication by the entire professional staff in the education process, planning development and growth programs, it does not designate these to be contracted rights, relinquished in any manner to the Association or to its members.
- C. It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in Regional School District No. 16 in all its aspects, including but not limited to the following:

To maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interests of Region No. 16;

To give the children of the Region as nearly equal advantages as may be practicable;

To decide the need for school facilities;

To determine the care, maintenance and the operation of buildings, land, apparatus and other property used for school purposes;

To determine the number, age and qualifications of the pupils to be admitted into each school;

To employ, assign and transfer certified personnel;

To suspend or dismiss the teachers of the schools except as may be limited by the provisions of this contract;

To designate the schools which shall be attended by the various children within the Region;

To make such provisions as will enable each child of school age residing in the Region to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;

To prescribe rules for management, studies, classification and discipline for the public school;

To decide the textbooks to be used;

To make rules for arrangement, use and safe-keeping of the school libraries and to prepare the books selected therefor and to approve plans for the school buildings;

To prepare and submit budgets and, in its sole discretion, expend monies appropriate for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE 2 RECOGNITION

- A. The Board recognizes the Region No. 16 Education Association as the exclusive bargaining representative for the group of certified professional employees who are employed by the Region No. 16 Board of Education in positions requiring a teaching or other certificate and who are not included in the administrators' unit or excluded from the purview of §§10-153a to 10-153n, inclusive.
- B. The term teacher shall include classroom teachers, special education teachers, and specialists except that the Board may continue to hire and secure speech therapists, psychologists, physical therapists, and occupational therapists, and pay them on a per diem basis on terms acceptable to the Board, and any other individuals occupying positions for which certification is required and not excluded by §§10-153a through 10-153g of the Connecticut General Statutes.
- C. Substitutes who occupy a position vacated for any reason by a teacher will, for the purpose of this Agreement, be considered teachers provided they are intended to, or do, occupy the position for the balance of a school year, except where the balance of a school year is forty (40) school days or less.

## ARTICLE 3 SPECIFIC PERFORMANCE

In the event of a breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise be obtained.

#### ARTICLE 4 SEVERABILITY

In the event that any provision of this Agreement is ultimately 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.

## ARTICLE 5 DURATION

This provision of this Agreement shall be effective as of August 15, 2013 and shall continue and remain in full force and effect to and including August 14, 2016.

## ARTICLE 6 GENERAL PROVISIONS

- A. It is understood that this Agreement is subject to, and shall operate within the framework of the Statutes of the State of Connecticut.
- B. The Board and the Association agree that a teacher shall be recognized as a professional employee, and a teacher's primary responsibility is to teach and to perform related tasks that are consistent with sound educational policy, and that the teachers' energies should be utilized to this end.
- C. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies, rules, and regulations, including those set forth in the Region No. 16 Handbook, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- D. The Board shall provide each teacher with a regulations handbook, including any revisions and amendments. The Board shall provide each teacher with a complete text of this Agreement including any amendments.

- E. The Board will provide a reference copy of the Region No. 16 Board of Education By-Laws and Policies, which will be placed in each school.
- F. The Board shall provide employee medical benefits and leaves in proportion to each teacher's full time equivalent (FTE), specifically as in Article 30 Personal Business Days, Article 31 Sabbatical Leave, and Article 34 Insurance Benefits.
- G. A concerted, sincere effort shall be made to obtain substitute teachers for replacement of absent teachers where each instance occurs.

## ARTICLE 7 GRIEVANCE PROCEDURE

## I. <u>Definitions</u>

- A. A <u>grievant</u> shall mean a teacher, a group of teachers or the Association filing a grievance.
- B. A grievance shall mean a written complaint by a grievant:
  - 1. That there has been a misapplication, misinterpretation or violation of his/her rights under a specific provision(s) of this contract; or
  - 2. That there has been a misinterpretation, misapplication or violation of his/her rights as provided for by an established practice. The grievances which fall into the second category are grievable through the Board of Education level of this grievance procedure, but are not arbitrable.
- C. The word <u>days</u> shall mean school days whenever used hereafter in this procedure with the following exception: when a grievance is submitted or continued on or after June 1, time limits shall consist of all weekdays (excluding Saturday, Sunday and state and/or federal holidays). The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended at any level by mutual agreement.

## II. Individual Rights and Rights to Representation

- A. Every teacher shall have an opportunity for the unobstructed use of this grievance procedure without prejudice in any manner to his/her professional status. No reprisals of any kind shall be taken against anyone by reason of participation in the grievance procedure or support of any participation therein.
- B. A teacher may use the assistance of representatives of the Region No. 16 Education Association, and/or a representative of the CEA and the

administration shall permit such representation of a teacher at all levels of the grievance procedure. A grievant's representation may be changed at any level.

- C. Nothing herein contained in this grievance procedure or the results thereof shall be construed to deny any teacher his/her constitutional rights or his/her rights under the laws of the State of Connecticut.
- D. If, in the judgment of the Association committee, a grievance affects a class of teachers, the Association committee may submit such grievance in writing. The processing shall be commenced at Level Two. The Association committee may process such a grievance through all applicable levels of the grievance procedure.
- E. If, in the investigation or processing of any grievances, the Board should require that a teacher, Association representative or witness be released from his/her regular assignment, he/she shall be released without loss of pay or benefits, i.e. personal days. The teacher, Association representative or witness shall return to his/her school assignment when his/her presence at any hearing, held in accordance with this Grievance Procedure, is not required by either party to this Agreement.
- F. The Association reserves the right to be present in all proceedings relating to any grievance.

## III. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time 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.

#### IV. <u>Procedure</u>

- A. All grievances shall first be discussed informally with the Principal/Immediate Supervisor as a part of the grievance procedure.
- B. If a written grievance is not submitted to the appropriate immediate supervisor within fifteen (15) school days after the member knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived, unless authorized by the Board.
- C. Decisions rendered at each level of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor, and shall be transmitted promptly to the grievant with a copy to the chairperson of the Region No. 16 Education Association's Professional Rights and Responsibilities Committee (PR&R Committee hereinafter) and the

President of the Region No. 16 Education Association. In the case of a class grievance a written reply need only be sent to the PR&R Chairperson. Decisions from arbitrations shall be submitted to the Board and the Association and, subject to law, shall be final and binding.

- D. A teacher assigned to more than one school may commence proceedings under this Article at Level 1 by discussing his/her grievance with the principal(s) or immediate supervisor(s) concerned.
- E. Failure by the aggrieved at any level of this procedure to appeal a grievance to the next level within the specified time limits, including any written mutual extensions to time limits, shall be deemed to be an acceptance of the decision rendered at that level.
- F. Upon presentation (filing) of a written grievance with any level, 1 through 3, the two (2) grievance forms must be signed and dated by the recipient with one copy being retained by the recipient and the other copy returned to the Association Representative(s).
- G. Levels of Grievance

## Level One - Principal/Immediate Supervisor

- 1. Informal Discussion
  - a. The grievant with his/her Association representative shall meet informally within five (5) school days of the request for an informal discussion with the Principal/Immediate Supervisor who is responsible for the grievance.
  - b. The Principal/Immediate Supervisor shall give his/her oral answer to the grievance within three (3) school days after the close of the discussion.

#### 2. Formal Discussion

- a. If the grievance is not settled in the informal stage, the aggrieved teacher may reduce it to writing on a form provided by the Association for that purpose. If the aggrieved teacher is unwilling to file a grievance and such failure will prejudice the rights of other teachers, the Association may file a grievance on said form and in accordance with this procedure, on behalf of such aggrieved teacher.
- b. The written grievance shall contain the name of the grievant, the date of the incident complained of, the section(s) of the contract allegedly violated, improperly applied, or

misinterpreted, the facts that constitute the wrong complained of and remedy sought by the grievant.

c. The form shall be signed by the grievant, dated and given within five (5) school days after the receipt of the oral answer of the Principal/Immediate Supervisor, to the Principal/Immediate Supervisor who shall, within three (3) school days after the receipt of the written grievance, give his/her written answer to the grievance.

#### Level Two - Superintendent of Schools

- If the grievance is not settled at Level 1, the Association may appeal it, by giving written notice of such appeal, within five (5) school days after the receipt of the written answer of the Principal/ Immediate Supervisor, to the Superintendent of Schools who shall discuss it with the grievant and his/her Association representative(s) within eight (8) school days of the Superintendent's receipt of the Level 2 grievance.
- 2. The Superintendent shall give his/her written answer to the grievance within five (5) school days after the close of the discussion.

#### Level Three - Board of Education

- 1. If the grievance is not settled at Level 2, the Association may appeal it, by giving written notice of such appeal within five (5) school days after the receipt of the written answer of the Superintendent to the chairperson of the Board of Education's Personnel Committee in care of the Superintendent of Schools.
- 2. Within thirty-one (31) calendar days after receipt of the written grievance, the Board shall meet with the grievant and his/her representative(s) for the purpose of resolving the grievance. The hearing shall be held in closed session, if permitted by law.
- 3. The decision of the grievance at Level 3 shall be rendered in writing by the Board within seven (7) school days. If the grievance is denied, the written answer shall give the reasons for the denial including a brief explanation of the basis for the conclusion that this agreement has not been violated.

#### Level Four - Binding Arbitration

1. If the grievance is not settled at Level 3, the Association may, upon written notice to the Superintendent of Schools, within fifteen (15)

school days after the receipt of the answer at Level 3, submit said grievance to binding arbitration.

- 2. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.
- 3. The cost of the arbitrator will be borne equally by both parties.
- 4. An arbitrator called upon to decide a grievance must base his/her decision upon the express language of this contract and is not permitted to delete from, add to, or modify such language.
- V. <u>Miscellaneous</u>
  - A. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
  - B. Forms required for filing grievances and other necessary documents will be mutually agreed upon by the Association and the Superintendent.
  - C. In the event the Board, Superintendent or a representative of the administration fails to act within the time frame set forth in this procedure, the grievant may appeal to the next level.

## **SECTION II - WORKING CONDITIONS**

## ARTICLE 8 RESIGNATION

Members of the professional staff when resigning from the school system shall give thirty (30) days notice. Members of the professional staff who are teaching in a State Department of Education identified shortage area and who resign from the school system during the month of August or September shall give an additional fifteen (15) days notice. The period of the notice may be waived or reduced by mutual agreement between the resigning teacher and the Superintendent if, among other reasons, a replacement for the resigning teacher has been found.

#### ARTICLE 9 EMPLOYMENT YEAR AND WORK DAY

A. The standard teacher workday is seven hours-fifteen (7 hours 15 minutes) minutes, including the required time stated in Section B of this article. The teacher workyear shall be one hundred eighty-six (186) days and will include three (3) professional development days and at least one (1) non-student day in addition to the student year.

- B. All teachers will be expected to be on duty before the opening of school and closing of school long enough to plan and fulfill their individual responsibilities. Under normal circumstances, all teachers should be in their assigned buildings fifteen (15) minutes before the scheduled beginning of the student day and shall remain thirty (30) minutes after the scheduled end of the student day. Teachers are expected to be available for student help, parent conferences, faculty meetings, general staff department or group meetings, committee work, and other activities of a professional nature before and after regular school hours.
- C. On Fridays, and on school days immediately prior to legal holidays and on up to four (4) days of scheduled Region No. 16 Education Association meetings, teachers shall be able to depart immediately after student dismissal, provided their duties have been completed.
- D. In the event the Board increases the length of the work year, rather than negotiate the impact of the increase, the parties agree the annual salary of each affected teacher will be changed proportionately. For example, if the annual salaries of all teachers are based upon one hundred eighty-six (186) workdays, and all teachers are required to work one (1) more day, all teachers will be paid an additional 1/186th of their annual salaries.
- E. Teachers new to the system will be required to work one (1) orientation day as part of their work-year in the year they are first employed. Should additional orientation day(s) be required of them or any staff, they will be compensated at the per diem rate of pay for any additional workday(s).
- F. Department heads and guidance personnel may be required to work longer than the normal work-year. Up to five (5) additional days can be assigned to such personnel at the discretion of the building principal. Those days can be scheduled either before and/or after the regular work-year. Those teachers required to work the extended year will be compensated at their per diem rate of pay for any additional workday(s).

## ARTICLE 10 TEACHER FACILITIES

The Board and the Association agree that each school shall have the following facilities:

- A. An appropriately furnished room which shall include a telephone to be used as a faculty lounge.
- B. Well lighted and clean teachers' rest rooms.
- C. A bulletin board in the teachers' lounge of each school reserved for the use of the Association.

D. Maintaining clean restrooms and teachers' lounge floor and windows shall be the responsibility of the custodial staff. Complaints regarding cleanliness shall be directed to the principal of each school.

## ARTICLE 11 DUTY-FREE LUNCH

- A. Elementary school teachers shall have a duty-free lunch period daily of at least forty (40) minutes, which shall be uninterrupted except in an emergency, as determined by the school's administration.
- B. Middle school teachers shall have a duty-free lunch period of at least thirty (30) minutes, which shall be uninterrupted except in an emergency, as determined by the school's administration.
- C. High school teachers shall have a duty-free lunch period daily of at least twentyfive (25) minutes, which shall be uninterrupted except in an emergency, as determined by the school's administration.

## ARTICLE 12 BUS DUTY

- A. All teachers will be required to report for morning and afternoon bus duty on an equitable rotating schedule as scheduled by the administrator of each school.
- B. Under normal circumstances students will not be admitted to their classrooms until the scheduled beginning of the student day, unless requested by the teacher.
- C. Teachers shall not be required to report for morning bus duty more than fifteen (15) minutes before the scheduled beginning of the student day, nor to remain longer than thirty (30) minutes after the scheduled end of the student day.
- D. Traveling teachers may not be assigned bus duty at two schools on the same day.

## ARTICLE 13 PREPARATION PERIODS

- A. All teachers shall have a minimum of one individual preparation period per day for a total of five preparation periods per week.
- B. Middle School Team teachers shall have additional preparation periods for team planning.

## ARTICLE 14 TESTING PROGRAM

The Board will assume all costs for machine scoring any and all standardized tests given to the students. These shall include such tests as the Iowa Tests of Basic Skills, I.Q. Test, or any other such tests that may be administered to the students. If these tests are not machine scorable, the Board will provide for their scoring.

#### ARTICLE 15 AFTER SCHOOL MEETINGS

- A. Teachers may be required to attend school-wide staff and general Region-wide meetings on Wednesdays. Teachers shall not be required to attend school-wide staff or Region-wide meetings or any combination of said meetings more than twice in any month. School-wide staff meetings shall begin promptly after student dismissal, usually within fifteen (15) to twenty (20) minutes after student dismissal, and shall not exceed sixty (60) minutes from the start of the meeting.
- B. In addition to the meetings referred to in Section A herein, teachers may be required to attend grade level, subject matter or special services meetings. Teachers may not be required to attend these referred to meetings or any combination of these meetings more than twice in any month. Such meetings will begin promptly and shall not exceed sixty (60) minutes in duration.
- C. No afternoon school meeting shall be scheduled by the administration on the second Wednesday of any month. However, an alternate meeting may be scheduled by the administration on Thursday of that week.
- D. Twenty-four (24) hours notice shall be given by the Administration for all the above meetings except for emergencies.
- E. Teachers may be required to attend three additional after-school meetings, called by the Superintendent, each year. Teachers shall be informed at least five (5) days in advance of such after-school meetings, except in cases of emergency.

Said meetings shall begin promptly after student dismissal, usually within fifteen (15) to twenty (20) minutes after student dismissal, and shall not exceed sixty (60) minutes from the start of the meetings.

## ARTICLE 16 PARENT-TEACHER CONFERENCE

A. Teachers are encouraged to initiate parent-teacher conferences throughout the school year.

- B. Parent teacher conferences shall occur on three (3) early dismissal days in the Fall. These evening conference sessions will be scheduled for three (3) hours each. On each of the three (3) early dismissal days in the Fall when the parent-teacher conferences are scheduled, teachers will have their workday reduced by two hours and forty-five minutes.
- C. A conference schedule shall be developed by the administrator in each school after consultation with the involved staff.
- D. All bargaining unit members including special services personnel, art, music, physical education, and unified arts teachers shall make themselves available for conferences during these conference times.
- E. The Board may, at its discretion, schedule one (1) of the one hundred eighty-six (186) workdays to be a full day/evening parent-teacher conference day on a non-student day in the spring.
- F. In the event that a teacher's scheduled conference time is not complete, the teacher shall initiate conferences with parents and endeavor to maximize the allotted time for conferences. All teachers shall remain on site until the end of the day. In the event parents do not schedule appointments, the time can be used as planning time.

## ARTICLE 17 SUMMER SCHOOL PROGRAMS

- A. The positions in these programs, if available, shall be filled on a rotating basis first by teachers employed by the school system. No teacher shall hold this position for more than three (3) consecutive years unless there are no other teacher applications.
- B. In filling such positions, considerations will include the teacher's availability, area of competence, quality of teaching performance, length of service in the system, and prior teaching experience.
- C. All openings for these positions shall be posted in accordance with Article 23II,B.
- D. Certified teachers teaching in a summer school program shall be paid \$32.33 per hour for all three years of the 2013-16 contract.

## ARTICLE 18 PLANNING AND PLACEMENT TEAMS

No classroom teacher will be required to assume responsibility for another teacher's class during PPT's. Specialists will not be required to cover another teacher's class thereby denying another teacher the specialist's time.

#### ARTICLE 19 PRE-SCHOOL TESTING

The parties to this Agreement recognize that pre-school testing may require the temporary displacement of teachers and their students from their regular classrooms. The Superintendent shall endeavor to schedule, from year to year, a rotation schedule so that the individual teachers are not annually displaced from their classrooms.

#### ARTICLE 20 CURRICULUM REVISION

The Board places high priority on its responsibility to continuously involve the staff and will capitalize on staff knowledge, leadership and service. Teachers may volunteer to serve on curriculum planning committees. The Board, or its designee, will select a curriculum writing team from among the appropriate planning committee members.

Any teacher who volunteers and is chosen to serve on a curriculum writing team or planning committee during the summer or does such work during the school year (and which, in either case, meets two or more times between August 15th of any given year and August 14th of the next year), will be paid \$47.88 per hour for all three years of the 2013-16 contract for performing such work. For those teachers performing such work but who meet less than two times between August 15th in any given year and August 14th in the next year, the hourly rate of compensation will be \$35.91 for all three years of the 2013-16 contract. During the school year, the payment will be made to those who serve on a committee or team or who do district-directed curriculum writing/revision on a regular basis (i.e. meeting more than once per school year) during non-work hours. It shall not apply to those who voluntarily review/write curriculum or who voluntarily complete curriculum-related surveys during the school year on an infrequent/sporadic basis or during work time.

The Board will encourage and support in-service training programs to prepare teachers for the new curriculum and will consider the use of release time when, in the judgment of the administration, it is required.

## ARTICLE 21 TEACHER PERSONNEL REDUCTION IN FORCE

#### General Grounds for Reduction in Force (RIF)

In the event the Board of Education votes to eliminate a bargaining unit position(s) and, as a result, it becomes necessary to non-renew and/or terminate a contract(s) of employment, the individual contract or contracts of employment to be non-renewed and/or terminated shall be determined in accordance with the following procedure:

1. Teacher means a member of the bargaining unit.

- 2. Terminate as used herein, means either non-renewal or termination of the contract of employment of a teacher as a result of a reduction in force.
- 3. <u>Seniority</u>
  - Seniority shall be defined as continuous service in the Region No.
     16 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. Part time employees shall accrue seniority equal to the percentage of time employed.
  - b. Approved leaves of absence shall not constitute a breach in service. Seniority will continue to accrue during paid leaves of absence. Seniority will not continue to accrue during unpaid leaves of absence, except as otherwise required under the Family and Medical Leave Act.

#### Preliminary Action

On or before March 1 of each school year, the Board shall post and e-mail a district-wide seniority list which shall include the teachers' names and their seniority in years. The Board shall make available to the Association a copy of the State Department of Education certification list when the Board receives it.

Prior to commencing action to terminate teacher contracts under the need to reduce staff, the Board of Education will give due consideration to:

- 1. Retirements
- 2. Resignations
- 3. Reassignments
- 4. Leaves of absence

## **Guidelines**

1. <u>Non-tenured Teachers</u>

Determination of those to be released shall be based on the following factors:

- 1. Skill and ability
- 2. Certification
- 3. Seniority
- 4. Qualifications wherein academic degree status and prior teaching experience at or near the grade level or the relevant subject area are indicators.

(The order of the above factors is without significance or import.)

## 2. <u>Tenured Teachers</u>

- a. If a teacher has attained tenure status his/her contract of employment may be terminated if his/her position is eliminated or lost to another teacher through bumping. A tenured teacher may bump into a position held by a less senior tenured teacher provided such teacher is certified and meets the criteria set forth in b below.
- b. The following criteria will be used in the following order to select those tenured employees who are to be considered for termination:
  - 1. Seniority within the school system
  - 2. Skill and ability
  - 3. Qualifications wherein academic degree status and prior teaching experience at or near the grade level or the relevant subject area indicators.

## Other Considerations

Nothing herein shall compel the promotion of a tenured or a non-tenured teacher to a higher rank even though the teacher is certified and qualified for such promotion and the position is open, and the teacher is being considered for termination under this Article.

## Recall Procedure/Re-Employment

If the contract of employment of a teacher is terminated without prejudice because of the elimination of a position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of fifteen (15) calendar months. If a position becomes open during such period and the last teacher terminated is certified and qualified, then that teacher will be notified by certified mail sent to the last known address at least thirty (30) days prior to the anticipated date of re-employment whenever possible. If the teacher is not certified and/or not qualified or refuses to accept the position the Board shall notify, by certified mail, the second to last teacher terminated and shall continue in this fashion until either the position is filled or the recall list is exhausted. Any teacher offered a position must accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply to the Board of Education. If the teacher rejects an appointment offer to a full time position the teacher's name shall be dropped from the recall list. If the teacher fails to respond to an appointment offer within seven (7) days after receipt of the notification, the name of the teacher will be removed from the recall list.

During a reduction in force, all teachers whose contracts are suspended may apply for employment as substitute teachers and shall be given preference before other substitute teacher applicants are employed.

Upon return to active employment following suspension of contract, the teacher will be credited with unused accumulated sick leave and will be placed on the proper rank and step

of the current salary schedule. Such teacher will not receive increment credit for the time spent while his/her contract is suspended, but will be given seniority credit for all previous years of active teaching in the Region.

## ARTICLE 22 TEACHER TRANSFERS

#### I. Involuntary Transfers

- A. When an involuntary transfer is necessary, seniority (based upon length of continuous service in the teacher's unit) shall be a major factor in determining which teacher is to be transferred. Type of experience, certification, and demonstrable programs needs may also be considered.
- B. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified in writing of the reasons for the transfer. If the teacher so requests, a representative of the Association may be present at this meeting.

#### II. Voluntary Transfers

- A. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than January 31. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has a preference) to which he/she desires to be transferred. When such vacancies occur, district office personnel shall notify those teachers who have filed a written transfer statement appropriate to such vacancy.
- B. Vacancies shall be adequately posted in each school of the district, the district office and by mail to the Association President and to the building representative of each school. Such postings shall be done as far in advance of the date of appointment as possible, but not less than a period of seven (7) calendar days.
- C. Currently employed teachers seeking transfer and applying for a specific vacancy shall be considered among all qualified applicants; and where all other qualifications are equal, the presently employed most senior applicant would be given preference.
- D. Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later than June 1.
- E. Teacher transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, gender identity or expression, genetic information or disability.

## ARTICLE 23 CLASS SIZE AND TEACHING RESPONSIBILITIES

- A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the Region, the building facilities available, the availability of qualified teachers and the best interests of the Region as deemed administratively feasible.
- B. The Board of Education shall assign a teaching/student schedule to high school and middle school academic teachers of English, foreign language, mathematics, science, social studies, reading, music, art, related arts, and physical education, so that such teachers shall have:
  - 1. Five teaching periods
  - 2. Four class preparations
  - 3. Fifty or fewer students to supervise in an assigned study hall.

In the event that a high school teacher agrees to teach a sixth class in addition to the five regular teaching periods for an academic semester, the teacher shall receive, in addition to his or her regular salary, a payment equal to 20% of his or her regular salary, for the duration of the sixth class. The sixth class shall be in lieu of the teacher's preparation period. Opportunities to teach a sixth class will be offered to tenured teachers on a rotating basis.

C. In the event more than twenty (20) students are enrolled in a family and consumer sciences class, an aide will be provided for that class.

#### **SECTION III - LEAVES**

#### ARTICLE 24 ASSOCIATION LEAVE

- A. If negotiation meetings called by the Board are scheduled during normal working hours of a school day, not more than four (4) representatives of the Association may be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings.
- B. An Association representative shall be released from school duties, without loss of pay or personal days, in order to attend grievance hearings, court or Labor Board hearings, which involve the Association. The President of the Association shall give written notice to the Superintendent as to who the Association representative will be.

C. The parties recognize that it may be unproductive for a teacher attending a meeting or hearing as described in this Article to return to his or her school after a major portion of the school day has been devoted to the purpose of this Article. Therefore, when it is reasonably evident that little or no useful purpose is to be served by having the teacher or teachers involved return to their schools, the Superintendent may release the teachers from additional school responsibilities.

## ARTICLE 25 COMPASSIONATE LEAVE

At least three (3) days will be granted upon the death in the immediate family including legal as well as natural relations. This is defined as mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any person residing within the teacher's household.

## ARTICLE 26 PROFESSIONAL LEAVE

- A. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay or personal days.
- B. The Board agrees to reimburse all teachers attending an approved convention or conference, for tuition and registration fees. The financial responsibility for transportation is to be determined in advance of each conference, in accordance with the provisions of Article 36, Travel Reimbursement.
- C. No more than ten percent (10%) of Region No. 16 staff shall be granted professional leave at the same time.

## ARTICLE 27 GENERAL LEAVE

- A. In order to attend programs of study which result from the acquisition of foundation or scholarship grants teachers may, at the discretion of the Superintendent, attend such programs without loss of pay. Application for such absence must be made at least thirty (30) days prior to the granting of such leave.
- B. Other extended leaves may be granted at the discretion of the Board.

## ARTICLE 28 JURY DUTY

Any teacher who is called for jury duty shall immediately notify the office of the Superintendent. Days served on jury duty shall not be deducted from personal days. The staff member shall receive his/her regular rate of pay from the Board minus jury duty pay from the State.

#### ARTICLE 29 PERSONAL BUSINESS DAYS

- A. All teachers shall be entitled to receive the following days without loss of pay:
  - 1. Two (2) personal business days may be taken without any stated reason.
  - 2. Two (2) personal business days may be taken for the reasons set forth in paragraph D below.
- B. Personal days are cumulative from year to year to a maximum of six (6) days.
- C. Personal business days without any stated reason may not be taken immediately preceding or following holidays or school vacations or during the first or last ten (10) school days of the year.
- D. Personal business days shall be granted by the Superintendent for the following stated reasons: court and legal matters, illness in the immediate family, house closing, attendance at graduation at a middle school, high school or college when the ceremony is held during the school day (self, immediate family), school admissions interview for self or family, funeral of a friend, the day before and the day of marriage ceremony of self or member of the immediate family. Other similar reasons may be considered by the Superintendent and personal leave days granted for these reasons are subject to the Superintendent's approval. Personal days with reason may be taken at any time during the school year.
- E. Written application for personal leave days shall be made at least forty-eight (48) hours in advance of the date requested, except in cases of emergency. The reason for personal leave will be explained to the Superintendent in emergency situations and when a day is requested for a stated reason as set forth above.
- F. Personal days are available to teachers for those compelling situations which cannot be reasonably accommodated outside regular school hours.
- G. No more than ten percent (10%) of the Region No. 16 staff shall be granted personal business days at the same time, unless for emergency situations with approval of the Superintendent.

H. In addition to the leave days referred to in paragraphs A and B above, teachers shall be granted up to three (3) personal business days leave each year, without loss of pay, for the purpose of accommodating a teacher whose religion requires a religious observance incompatible with coming to work on a specified day.

## ARTICLE 30 SABBATICAL LEAVE

- A. Teachers are eligible to file for an initial sabbatical leave after seven (7) full school years of active service in this system. A second sabbatical leave may be granted after another seven (7) year period.
- B. No more than two (2) members of the total staff shall be absent on sabbatical leave at any one time.
- C. A sabbatical leave shall be for one-half (1/2) of an academic year or for a full academic year. The teachers shall be considered to be in the employ of the Board and shall be paid sixty percent (60%) of his/her annual salary and shall receive the insurance benefits provided by this Agreement.
- D. Teachers on sabbatical leave shall be subject to the provisions of the collective bargaining agreement.
- E. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 30 of the school year preceding the school year for which the sabbatical is requested. It is understood that the deadline of January 30 may be waived when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.
- F. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the teacher does not so return, the teacher shall reimburse the Board for all sabbatical payments, including insurance benefit expenses. Repayment of sabbatical payments and insurance benefit expenses shall not apply if the Board terminates the teacher's employment.
- G. If it becomes necessary for a teacher on sabbatical leave to vary from his/her approved program, he/she shall promptly notify the Superintendent of Schools.
- H. Persons granted sabbatical leave of absence are required to report once each semester to the Superintendent of Schools during such absence, on the nature of the courses taken at a University and the application of these to the work of the individual concerned.
- I. If a staff member on sabbatical leave fails to reasonably fulfill all of the requirements and purposes for which the leave was granted, the Superintendent of Schools shall report this fact to the Board of Education and the Board may

terminate the leave of absence. This recipient will be liable for the repayment of funds expended on his/her behalf for the purpose of this leave. However, the employee will be granted an opportunity to present to the Superintendent of Schools, in writing, any circumstances that were beyond the teacher's control that may warrant a partial or full waiver of the provisions.

- J. If the applicant notifies the Superintendent on or before June 30 of his/her intent not to take the sabbatical, the teacher shall be guaranteed his original teaching position, subject to any relevant articles in the written Agreement.
- K. Should the recipient of a sabbatical grant wish to shorten or terminate the grant during the time of the grant period, the teacher will be given the highest priority to fill an unfilled position for which he/she is certified. Should no position be available, the teacher will devote the equivalent of three (3) days per week of the remaining school year to a project or projects selected by the Superintendent. For this sixty percent (60%) employment, the teacher will receive the benefits outlined in paragraph C.
- L. Upon return from a sabbatical leave, the teacher shall be restored to a teaching position and shall be continued at the position on the salary schedule as if he/she had taught in the Region during such period. He/she shall maintain accumulated sick leave and all other accrued benefits provided by this Agreement. Nothing herein shall be construed as exempting a teacher on sabbatical leave from a reduction in force if such reduction occurs.
- M. The Board reserves the right to the final decision to grant or deny any and all sabbatical leave considering the nature of the sabbatical leave request, the benefits to be achieved by the school system, and the financial condition of the system.

## ARTICLE 31 SICK LEAVE

A. Teachers shall be entitled to sick days with full pay for fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year, up to two hundred ten (210) school days for teachers hired prior to July 1, 2013, so long as the teacher remains continually in the service of the Board.

Unused sick leave shall be accumulated from year to year, up to one hundred eighty-six (186) school days for teachers hired on or after July 1, 2013, so long as the teacher remains continually in the service of the Board.

B. Retiring teachers hired prior to July 1, 2013 shall be reimbursed for unused accumulated sick days exceeding one hundred (100) days. On August 15 following the last year of employment, the Board shall pay each retiring teacher hired prior to July 1, 2013 twenty-five dollars (\$25) for each unused sick day exceeding one hundred (100) accumulated days.

C. No later than September 1 of each school year, each teacher shall receive a statement stating his/her number of unused accumulated sick days.

## ARTICLE 32 CHILDREARING LEAVE

A. Any certified professional employee shall be entitled upon written request, submitted to the Superintendent of Schools, to an extended leave without pay, for the purposes of child-rearing, apart from any period of childbirth disability leave. An employee shall be entitled to such leave for a period not less than the remainder of the school year and not to exceed twenty (20) calendar months. However, the teacher shall return from leave only on the first scheduled day of the teacher's work year prior to the opening of school for students, within the twenty (20) calendar month maximum leave period. The establishment of the actual date of return from leave shall be established within thirty (30) days of the Superintendent's receipt of such a leave request. Leaves of this nature must be requested in the school year during which a child is born, adopted, or fostered and shall, whenever possible, cause no interruption between the commencement of the leave and the birth, adoption, or fostering of the child, except that such leave shall not be used to diminish a period of temporary disability occurring as a result of pregnancy.

B. Childrearing shall be further subject to the following provisions:

- 1. Teachers requesting leave shall submit no less than thirty (30) days written notice, whenever possible, of the anticipated date of ending performance of duties. In that event, the leave shall not be requested more than thirty (30) days after the birth, adoption, or fostering of the child. This specific provision of this Article may be waived by mutual written agreement between the Board and the teacher.
- 2. All insurance benefits, either in whole or in part, shall be available to the employee, at the group rates in effect. The employee choosing to continue benefits during the leave period shall pay such premiums directly to the insurance carrier by way of the district's business office. The teacher may contribute to the State Teachers' Retirement System directly, covering the period.
- 3. The teacher shall advance on the salary schedule if the teacher has worked one-half (1/2) or more, of the last worked school year.
- 4. Childrearing leave may be prematurely terminated by mutual written agreement between the teacher on leave and the Superintendent of Schools.
- 5. A teacher, upon returning from childrearing leave, shall be assigned to the position held immediately prior to the leave or if said position is not available, to another position for which the teacher is certified. Nothing

herein shall be construed as to exempt a teacher on childrearing leave from the possible effects of a reduction in the teaching staff of the Region.

#### **SECTION IV - BENEFITS**

## ARTICLE 33 INSURANCE BENEFITS

#### I. A. Group Health and Dental Insurance Benefits

The Board shall provide for each full-time teacher and proportionately for each part-time teacher, and their eligible dependents, the group health insurance benefits which are summarized in Appendix II of this contract. As indicated, Appendix II is a summary of these benefits. Reference should be made to the actual health insurance policy and dental insurance policy on file in the Superintendent's office for more specific information.

The dental insurance plan shall have the same administration, level of benefits, services and coverage as the plan in effect on January 1, 2013. The Dental Plan will include the following elements: \$0 deductible- Class I, 100%; Class 2, 85%, \$1,000 annual maximum. Ortho 50% to \$1,000 lifetime max, balance billing protection for in network dental services - caps and crowns covered as class 2.

Oral and periodontics surgery are covered as a medical expense under the PPO or HSA medical plan as provided in the Certificate of Coverage/Summary Plan Description.

Except as provided in Appendix II, the PPO insurance plan shall have the same administration, level of benefits, services and coverage as the plan in effect on January 1, 2013.

Notwithstanding the above paragraphs regarding the medical and dental insurance plans in effect on January 1, 2013, the standard and procedure for a change of insurance carrier(s) is found in Article 33, Section V, herein below.

#### PPO Plan

The PPO plan will include the following elements:

	2013-14	2014-15	2015-16
Office Visit	\$25	\$25	\$25
Inpatient Admission	\$350	\$350	\$350
Outpatient Surgery	\$250	\$250	\$250

Emergency Room	\$100	\$100	\$100
Urgent Care	\$50	\$75	\$75
High Cost Diagnostic*	\$75 to \$375 Max	\$75 to \$375 Max	\$75 to \$375 Max
OON Deductible	500/1000/1500	500/1000/1500	500/1000/1500
OON Coinsurance	80/20%	80/20%	80/20%
OON Coins Max	1500/3000/4500	1500/3000/4500	1500/3000/4500
OON Out-of-Pocket Max	2000/4000/6000	2000/4000/6000	2000/4000/6000
RX Copay	\$10/25/40	\$10/25/40	\$10/25/40
Mail Order Copays	1 x	1x	2x
RX Day Supply	30/90	30/90	30/90
RX Maximum	\$3,000	\$3,000	\$3,000

Beginning with the 2013-14 contract year, the Board of Education shall pay eighty and one-half percent (80.5%) of the cost of the PPO plan for all fulltime teachers and each teacher shall pay nineteen and one-half percent (19.5%) of such cost by way of payroll deduction. For teachers who receive pro rata benefits, the Board shall pay eighty and one-half percent (80.5%) of its pro rata share of the cost and the teacher shall pay nineteen and one-half percent (19.5%) of his/her pro rata share of the cost in addition to the teacher's pro rata share. Beginning with the 2014-15 contract year, these percentages will change to seventy-nine and one-half percent (79.5%) Board of Education, and twenty and one-half percent (20.5%) teacher; in 2015-16 these rates will change to seventy-eight and one-half percent (78.5%) Board of Education and twenty-one and one-half percent (21.5%) teacher.

#### High Deductible (HSA) Plan

The Board shall make available a High Deductible Health Plan with a Health Savings Account (the "HSA Plan") as an optional plan for all employees. The plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Cost Share Maximum (individual/aggregate family)	\$2,000/4,000	\$4,000/8,000
Lifetime Maximum	Unlimited	Unlimited

The Board will fund fifty percent (50%) of the applicable HSA deductible amount (with pro-rated funding of the deductible for part-time teachers). One-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts on July 1<sup>st</sup>, and the remaining one-half will deposited into the HSA accounts on January 1<sup>st</sup>. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Beginning with the 2013-14 contract year, the Board of Education shall pay eighty-three and one-half percent (83.5%) of the cost of the HSA plan for all full-time teachers and each teacher shall pay sixteen and one-half percent (16.5%) of such cost by way of payroll deduction. For teachers who receive pro rata benefits, the Board shall pay eighty-three and one-half percent (83.5%) of its pro rata share of the cost and the teacher shall pay sixteen and one-half percent (16.5%) of his/her pro rata share of the cost in addition to the teacher's pro rata share. Beginning with the 2014-15 contract year, these percentages will change to eighty-two percent (82.0%) Board of Education, and eighteen percent (18.0%) teacher; in 2015-16 these rates will change to eighty and one-half percent (80.5%) Board of Education and nineteen and one-half percent (19.5%) teacher.

B. In recognition of the increasing cost of group health insurance, it is the mutual desire of the Board and the Union to obtain a competitively priced health insurance product. The parties agree that during the term of this contract they will work together cooperatively to seek bids from other health insurance providers and even consider self insurance as an option, in order to contain costs.

- II. The Board shall provide for single, two-person, and family plan membership in the above plans appropriate to the employee's family status. Teachers completing the school year shall be covered through the month of August.
- III. The Board shall provide Group Life Insurance coverage in the amount double the teacher's salary. Additional coverage under such plan may be purchased by the employee.
- IV. The Board will allow voluntary purchase of all health care insurance to any member of this unit upon retirement in accordance with the Teachers' Retirement Act. Coverage for spouse and dependents may be purchased by member.
- V. The Board of Education reserves the right to change insurance carriers with respect to any insurance benefit provided pursuant to this Article, provided that the substitute's policy coverage and procedure for attaining benefits is equal to or better than the current carrier's policy. The Board shall consult the Association prior to instituting a change and the Board shall provide the Association with a copy of the substitute's proposal before it changes carriers. If the Association feels the substitute carrier's proposal is not equal to or better than the present coverage and procedure, it may file a written grievance with the Superintendent no later than fifteen (15) calendar days after receipt of the substitute carrier's proposal. Such grievance shall be submitted directly to Level Four of the grievance procedure, i.e., arbitration. No change in insurance carrier will take place before the arbitrator's decision has been rendered.
- VI. The Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and 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 employee insurance premium contribution. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

## ARTICLE 34 BODILY INJURY BENEFITS

Whenever a teacher is absent from school as a result of bodily injury caused by an accident in the course of his/her employment by the Board, he/she shall be paid his/her full salary, less the amount for Worker's Compensation for a period of such absence, and no part of such absence shall be charged to his/her annual or accumulated sick leave. Certification of the injury will be in compliance with the State of Connecticut's Worker's Compensation Act. Any benefits in excess of those provided by the Worker's Compensation Act shall be governed by the contract in force, but in no event shall said benefits extend beyond one (1) year from the date of the bodily injury. Said excess benefits shall be effective from the date of the injury.

## ARTICLE 35 RETIREMENT SEVERANCE PAY

- A. When a teacher retires, as defined by the State Retirement Board, after at least twenty (20) years of continuous service to the school district, the Board shall pay him/her on the first scheduled pay date in July an amount as follows:
  - If hired prior to July 1, 1989, thirty-five percent (35%) of the average of his/her annual salary for the last three (3) years or \$18,500, whichever is less;
  - (2) If hired after July 1, 1989 but before July 1, 1998, thirty-five percent (35%) of the average of his/her annual salary for the last three (3) years or \$15,000, whichever is less;
  - (3) If hired after July 1, 1998, thirty-five percent (35%) of the average of his/her annual salary for the last three (3) years or \$7,500, whichever is less.
- B. Continuous service to the Town of Prospect or Beacon Falls prior to regionalization shall be credited for the purpose of this Article as continuous service to the Regional School District No. 16, provided employment was continued by the Regional District without interruption.
- C. In the event of the death of the employee during the time period from retirement in the district to receipt of the benefit, the Board will pay to the estate of the teacher such payment as defined above.
- D. This article is not applicable to any teacher hired after June 30, 2001.

## ARTICLE 36 TRAVEL REIMBURSEMENT

Any teacher required by administration to perform his/her regularly scheduled duties in more than one school, in one school day, shall be reimbursed by the Board (one way) at the IRS rate per mile which is in effect on September 1 of each contract year.

## **SECTION V - SALARIES**

## ARTICLE 37 DEGREE DEFINITIONS

The salary schedules listed in Appendix I of this Agreement shall be interpreted and applied in accordance with the following definitions:

- A. Salary schedule column definitions up to and including the Master's Degree.
  - 1. Bachelor A baccalaureate degree earned at an accredited college or university.
  - 2. Bachelor plus 15 The completion of fifteen (15) credits beyond the baccalaureate degree in a program approved by an accredited college or university which leads to a master's degree or 30 credits. The Bachelor plus 15 column on the salary schedule shall apply only to those teachers on that column as of July 1, 2013.
  - 3. Master A master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in a program approved by an accredited college or university. All teachers hired on or after July 1, 2013 must hold a Master's Degree in order to be placed on the Master's Degree column of the salary schedule.

#### B. Advanced Education

A plan of study for credit for advancement on the salary schedule beyond the master's degree shall be presented to the Superintendent of Schools for his approval.

- 1. Master plus 15 The completion of fifteen (15) credits beyond the master's degree or equivalent in a program approved by an accredited college or university.
- 2. Sixth Year A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved in an accredited college or university; or a "Sixth-Year Certificate" from an accredited college or university.
- 3. Sixth Year plus 15 The completion of 15 credits beyond the Sixth Year in a planned program.
- 4. Sixth Year plus 30 The completion of 30 credits beyond the Sixth Year in a planned program.

- 5. Sixth Year plus 45 The completion of 45 credits beyond the Sixth Year in a planned program. The Sixth Year plus 45 column on the salary schedule shall apply only to those teachers on that column as of July 1, 2013.
- 6. Doctorate A doctoral degree earned at an accredited college or university.
- C. Those courses which support the qualifications for an advanced degree program applicable to the education profession or courses which support efforts to qualify for a planned change of position within the District, will be approved for advancement on the salary schedule.

## ARTICLE 38 PLACEMENT ON SALARY SCHEDULE

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

- 1. Degree status as defined under Article 37, "Degree Definitions."
- 2. Two (2) or more years of active service in the Armed Forces of the United States shall be applied as one (1) year of teaching experience. All previous credit given under this paragraph shall remain in effect.
- 3. Teachers may be eligible for a salary adjustment twice a year, in September and in February. Such teacher shall submit a notice of the expected change to the Superintendent's office by March 1st. Such personnel shall submit an official college transcript verifying the total number of credits earned before September 30th and/or before February 28th.
- 4. Consideration will be given to new teachers for all previous years of certified teaching in a public school or vocational-technical school.
- 5. Credit may be given at the discretion of the Superintendent of Schools for a teacher's experience in another field prior to entering the teaching profession provided that such experience was directly related to his/her teaching field.
- 6. No rule governing placement of teachers on the various steps of this salary schedule shall be retroactive whether it affects a teacher beneficially or adversely.

## ARTICLE 39 PAY SCHEDULE

- A. Teachers shall be paid biweekly on Fridays, beginning with the first Friday after the opening of school, in accordance with one of the payment options listed below:
  - 1. 1/22 of the annual salary paid in 22 equal installments.

- 2. 1/26 of the annual salary paid in 26 equal installments.
- 3. 1/26 of the annual salary paid in 21 equal installments with 5/26 of the annual salary paid in the 22 and final installment.

Payroll option sheets will be distributed every year with teacher contracts/salary agreements so that teachers may choose their option.

B. If the scheduled biweekly payment falls on a non-teaching day, teachers will receive their pay on the preceding teaching day, if such day is within two (2) days of the scheduled pay day, unless an emergency exists which is beyond the control of the Board, whereupon other arrangements for check distribution will be made.

## ARTICLE 40 STAFF SALARIES

The salaries of all teachers covered in this Agreement are set forth in Appendix I which is attached hereto and made a part of this Agreement.

## ARTICLE 41 LONGEVITY PAY

A. Upon completion of long and faithful service to Region No. 16, the Board of Education shall pay longevity amounts to each member of the professional staff according to the following schedule:

For the purpose of the years of service requirement above, all years of service must be continuous. Continuous service to the Town of Prospect or Beacon Falls prior to regionalization shall be credited for the purpose of this Article as continuous service to the Regional School District No. 16, provided employment was continued by the Regional District without interruption.

- B. Such payments shall be subject to taxes and related withheld amounts in accordance with state and federal laws.
- C. Longevity payments are in addition to the teachers' annual salary.
- D. Longevity shall be paid either in equal amounts per Article 39 or in a lump sum on or before the last pay day during the school year at the option of the teacher.

## ARTICLE 42 SERVICE FEE

- A. <u>Conditions of Employment</u>. All teachers employed by the Region No. 16 Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be less than Association dues and shall be based upon the cost of collective bargaining, contract administration and grievance adjustment. The service fee shall be set and administered in accordance with law.
- B. <u>Deductions</u>. The Region No. 16 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 the deduction for Association members from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of deduction for service fee shall be equal to the total service fee divided by the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.
- C. <u>Subsequent Employment</u>. Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
- D. <u>Forwarding of Monies</u>. The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.
- E. <u>Save Harmless</u>. The Association agrees to indemnify and hold the Board harmless against any liability including reasonable attorney's fees, which may arise by reason of any action taken by the Board in complying with the provisions of this Section.
- F. The singular reference to the "Association" herein shall be interpreted as referring to the Region No. 16 Education Association, the Connecticut Education Association and the National Education Association.
- G. Payroll deductions made as the result of this Article do not require written authorization as referred to and specified by Article 43 of this Agreement.

# ARTICLE 43 PAYROLL DEDUCTIONS

A. In addition to those deductions required by law, and those for health benefit co-pay, the following agencies are eligible for payroll deductions. All requests for

deductions must be in writing on approved authorized forms, with the exception of B.5, Service Fee.

- B. A list of approved deductions is as follows:
  - 1. Life Insurance
  - 2. Association Dues (Region No. 16 Education Association, Connecticut Education Association, National Education Association)
  - 3. Waterbury, Connecticut Teachers' Federal Credit Union
  - 4. Tax Sheltered Annuities
  - 5. Service Fee
- C. The Association shall certify to the Board in writing the rate of its membership dues and service fee.
- D. Teachers may elect to receive their paychecks by electronic deposit to the banks of their choice.

## ARTICLE 44 PERSONNEL FILE

- A. A teacher shall be given written notice of material placed in his/her personnel file. A teacher may submit a written notation regarding any material in his/her file and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign materials placed in his or her personnel file, such signature shall be understood to indicate his or her awareness of the materials, but in no instance will said signature be interpreted to mean that the teacher agrees with the content of the material.
- B. No teacher shall be suspended without pay or denied an increment, except for just cause.

## ARTICLE 45 COMPENSATION FOR COURSE WORK

Teachers who meet the following conditions shall receive partial reimbursement for the cost of tuition incurred in taking college level courses as part of an approved program of study at an accredited college or university.

- 1. The course work must be over and above any work required to achieve or maintain provisional, standard or other certification required by state or federal law or regulation of the Connecticut Department of Education;
- 2. The courses must concern educational or subject areas identified on a list issued from time to time by the Board of Education as qualifying for course reimbursement or must be courses recommended by the Superintendent to specific individuals for improving their skills;

- 3. The particular courses must be approved by the Superintendent in advance. The Superintendent's decision is final and not subject to the grievance procedure;
- 4. The teacher must receive at least a "B" grade for the entire course. A transcript or other official record of such grade must be provided;
- 5. The Board shall guarantee the following amounts for teachers' course reimbursement: \$10,000 per year for all three years of the 2013-16 contract. A deadline for applications shall be set;
- 6. Any teacher whose course is approved shall submit evidence of the costs of tuition and the Board shall, if all conditions are met, reimburse the teacher 75% of such agreed upon costs;
- 7. No teacher shall receive reimbursement for more than one course in any school year unless, after the deadline has passed, and after all applications have been approved or disapproved, the amount of funds designated for that year have not been exhausted. Teachers intending to seek reimbursement for more than one course should apply for all courses at the same time, in order of preference. In the event there are course work funds remaining after teachers have been approved for their initial course reimbursement, the remaining funds shall be divided equally (per person) among teachers who have applied for additional course reimbursement;
- 8. In no case shall reimbursement for a single course exceed \$500.

# ARTICLE 46 SIGNATURES

IN WITNESS WHEREOF, the parties hereunto have caused this contract to be executed by their proper officers, duly authorized, and their signatures affirmed hereto as of the date:

# **REGION NO. 16 BOARD OF EDUCATION**

Date:	By:
	<b>REGION NO. 16 BOARD OF EDUCATION</b>
Date:	By:

.

# **APPENDIX I**

Exp.	Step	BA	BA+15	MA	MA+15	MA+30	6TH+15	6TH+30	6th+45
0	1	44,840	45,906	46,716	47,384	48,368	49,902	51,899	54,700
1-4	2	45,413	46,519	47,349	48,026	49,037	50,638	52,775	55,693
5	3	46,625	47,429	48,281	49,137	49,963	51,893	54,108	58,276
6	4	47,535	48,322	49,252	50,195	50,907	54,555	56,357	60,030
7	5	48,392	49,368	50,261	51,146	52,059	56,461	58,312	61,528
8	6	49,511	50,391	51,436	52,309	53,250	57,728	59,649	62,779
9	7	50,753	51,811	52,748	53,771	54,939	59,225	61,044	64,608
10	8	51,999	52,972	54,178	55,215	57,176	61,073	62,918	67,384
11	- 9	54,330	55,808	57,019	58,506	60,578	64,080	65,828	71,214
12-14	10	57,006	58,678	60,274	61,862	64,021	67,472	69,084	74,483
15	11	60,157	61,967	64,005	65,637	67,891	71,188	72,938	77,538
16	12	63,524	65,507	68,043	69,739	72,131	75,319	77,283	81,125
17	13	67,177	70,748	73,673	75,448	77,917	80,883	82,885	85,857
18	14	72,225	74,593	77,962	79,887	82,661	85,627	87,884	89,992

# 2013 - 14 SALARY SCHEDULE

Each teacher who is not on the maximum step will advance one step on the salary schedule, in accordance with the schedules set forth above, effective at the beginning of the 2013-14 contract year.

Exp.	Step	BA	BA+15	MA	MA+15	MA+30	6TH+15	6TH+30	6th+45
0	1	44,840	45,906	46,716	47,384	48,368	49,902	51,899	54,700
1	2	45,354	46,456	47,284	47,960	48,969	50,563	52,686	55,591
2-5	3	46,510	47,345	48,195	49,033	49,879	51,776	53,985	58,027
6	4	47,459	48,243	49,165	50,102	50,823	54,301	56,146	59,888
7	5	48,316	49,273	50,171	51,062	51,954	56,304	58,144	61,396
8	6	49,408	50,301	51,329	52,203	53,144	57,622	59,537	62,671
9	7	50,641	51,680	52,630	53,638	54,782	59,088	60,918	64,438
10	8	51,888	52,872	54,049	55,087	56,971	60,904	62,745	67,126
11	9	54,108	55,533	56,748	58,189	60,261	63,798	65,556	70,861
12	10	56,765	58,426	59,981	61,566	63,716	67,167	68,791	74,201
13-15	11	59,870	61,669	63,667	65,295	67,541	70,853	72,588	77,268
16	12	63,223	65,190	67,680	69,371	71,750	74,947	76,891	80,799
17	13	66,849	70,260	73,152	74,920	77,383	80,370	82,371	85,422
18	14	73,154	75,552	78,965	80,914	83,724	86,728	89,014	91,149

# 2014-15 SALARY SCHEDULE

Each teacher who is not on the maximum step will advance one step on the salary schedule, in accordance with the schedules set forth above, effective at the beginning of the 2014-15 contract year.

# APPENDIX I

# (continued)

T		<b></b>	204.12					· · · · · · · · · · · · · · · · · · ·	+1-
Exp.	Step	BA	BA+15	MA	MA+15	MA+30	6TH+15	6TH+30	6 <sup>th</sup> +45
0-1	1	45,740	46,806	47,616	48,284	49,268	50,802	52,799	55,600
2	2	46,396	47,508	48,341	49,019	50,034	51,645	53,803	56,737
3-6	3	47,689	48,448	49,303	50,185	50,984	52,960	55,183	59,531
7	4	48,544	49,335	50,275	51,227	51,927	55,818	57,559	61,134
8	5	49,401	50,404	51,290	52,165	53,109	57,586	59,453	62,616
9	6	50,558	51,420	52,488	53,361	54,301	58,780	60,708	63,834
10	7	51,812	52,899	53,817	54,862	56,063	60,321	62,124	65,752
11	8	53,057	54,013	55,261	56,297	58,369	62,213	64,064	68,652
12	9	55,546	57,100	58,306	59,858	61,930	65,383	67,115	72,618
13	10	58,249	59,939	61,591	63,184	65,356	68,807	70,401	75,785
14-16	11	61,465	63,293	65,387	67,025	69,291	72,565	74,338	78,824
17	12	64,855	66,860	69,460	71,165	73,575	76,751	78,742	82,491
18	13	68,546	72,345	75,317	77,102	79,580	82,515	84,519	87,378
- 19	14	74,318	76,754	80,221	82,202	85,056	88,108	90,430	92,600

# 2015-16 SALARY SCHEDULE

There shall be no step advancements during the 2015-16 contract year.

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## CENTURY PREFERRED \$25/\$350/\$100/\$250 RSD#16

EFFECTIVE JULY 1, 2013

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

Century Preferred is a preferred provider organization (PPO) plan.				
	In-Network	Out-of-Network		
COST SHARE PROVISIONS	Member pays:	Member pays:		
Office Visit (OV) Copayment	S25 per visit	Deductible &		
	-	Coinsurance		
Hospital (HSP) Copayment	<ul> <li>\$350 per visit</li> </ul>	Deductible &		
		Coinsurance		
Urgent Care (UR) Copayment	\$50	Not Covered		
Emergency Room (ER) Copayment - waived if admitted	\$100	\$100		
Outpatient Surgery (OS) Copayment	\$250 per visit	Deductible &		
		Coinsurance		
Annual Deductible (individual/2-member family/3+ member family)		\$500/\$1000/\$1500		
Coinsurance	Not Applicable	20% after deductible up		
Out of Network Out of Pocket Maximum (individual/2-member		to \$2,000/4,000/6,000		
family/3+member family)includes Deductible and Coinsurance				
Lifetime Maximum	Unlimited	Unlimited		
PREVENTIVE CARE				
Well child care	NO Copayment			
Periodic, routine health examinations	NO Copayment	-		
Routine eve exams	OV Copayment	-		
Routine OB/GYN visits	NO Copayment	Deductible &		
Mammography	NO Charge	Coinsurance		
Hearing screening	OV Copayment	4		
MEDICAL CARE				
Office visits	OV Copayment			
Outpatient mental health & substance abuse	OV Copayment			
OB/GYN care	OV Copayment	**		
Maternity care - initial visit subject to copayment, no charge there after	- OV Copayment	Deductible &		
Diagnostic lab and x-ray	No Charge	Coinsurance		
High-cost outpatient diagnostic	\$75 to \$350 max			
right contractions and constant	per cal/year			
Allergy services	Prese des de la desta de la	-1		
Office visits/testing	OV Copayment			
Injections-unlimited	No Charge			
HOSPITAL CARE – Prior authorization required	,	- h		
Semi-private room (General/Medical/Surgical/Maternity)	HSP Copayment	1		
Inpatient mental health & substance abuse	HSP Copayment	-		
Skilled nursing facility - up to 120 days per calendar year	HSP Copayment	Deductible &		
Rehabilitative services – up to 60 days per person per calendar year	No Charge	Coinsurance		
Outpatient surgery – in a hospital or surgi-center	OS Copayment			
EMERGENCY CARE	1 Go Coparineit			
Walk-in centers	OV Copayment	Deductible &		
WARSH CONCES	Ov Copayment	Coinsurance		
Urgent care – at participating centers only	UR Copayment	Not Covered		
Energency care – copayment waived if admitted	ER Copayment			
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Ambulance - Unlimited	No Charge	No Charge

OTHER HEALTH CARE	In-Network Member pays:	Out-of-Network Member pays:
Outpatient rehabilitative services 50 combined visit maximum for PT, OT, ST and Chiro. per year (Excess covered as OON)	OV Copayment	Deductible &
Durable medical equipment - Unlimited	No Charge	Coinsurance
Diabetic supplies, drugs & equipment	Covered	~
Infertility services	Covered	Deductible & Coinsurance
Home health care	No Charge	\$50 Deductible & 20% Coinsurance
Oral surgery/Gum surgery	Covered	Deductible & coinsurance

PREVENTIVE CARE SCHEDULES

\* Schedule of health examinations: Age 0 to 5 months - 6 exams

Age 6 months to 11 months - 3 exams

Age 12 months to 23 months -4 exams

Age 24 months to 35 months - 2 exams

36 months + - 1 every year

Vision Exams: 1 exam every per calendar year

Hearing Exams: 1 exam every per calendar year

OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis. Maximum of 3 copays per person per year.
- Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.
- Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to an unlimited lifetime maximum.
- Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been
  made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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

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

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

Revised 12/20/12 NGF

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## CENTURY PREFERRED \$25/\$350/\$100/\$350 RSD#16

## JULY 1, 2014

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

· · · · · · · · · · · · · · · · · · ·	In-Network	Out-of-Network	
COST SHARE PROVISIONS	Member pays:	Member pays:	
Office Visit (OV) Copsyment	\$25 per visit	Deductible & Coinsurance	
Hospital (HSP) Copayment	\$350 per visit	Deductible & Coinsurance	
Urgent Care (UR) Copayment	\$75	Not Covered	
Emergency Room (ER) Copayment - waived if admitted	\$100	\$100	
Outpatient Surgery (OS) Copayment	\$350 per visit	Deductible & Coinsurance	
Annual Deductible (individual/2-member family/3+ member family)		\$500/\$1000/\$1500	
Сопвигалсе	Not Applicable	20% after deductible up to	
Out of Network Out of Pocket Maximum (individual/2-member family/3+member family)		\$1,500/3,000/4,500	
Lifetime Maximum	Unlimited	Unlimited	
PREVENTIVE CARE			
Well child care	NO Copayment	1	
Periodic, routine health examinations	NO Copayment	7	
Rontine eye exams	OV Copayment	-	
Routine OB/GYN visits	NO Copayment	Deductible &	
Mammography	NO Charge	Coinsurance	
Hearing screening	OV Copayment		
MEDICAL CARE	***************************************		
Office visits	OV Copayment		
Outpatient mental health & substance abuse	OV Copayment		
OB/GYN care	OV Copayment		
Maternity care - initial visit subject to copayment, no charge there after	OV Copayment	Deductible &	
Diagnostic lab and x-ray	No Charge	Coinsurance	
High-cost outpatient diagnostic	\$75 to \$350 max		
	per cal/year	- The second	
Allergy services			
Office visits/usting	OV Copayment		
Injections-80 visits in 3 years	No Charge	1	
HOSPITAL CARE – Prior authorization required		· · · · · · · · · · · · · · · · · · ·	
Semi-private room (General/Medical/Surgical/Maternity)	HSP Copayment		
Inpatient mental health & substance abuse	HSP Copayment		
Skilled nursing facility - up to 120 days per calendar year	HSP Copayment	Deductible &	
Rehabilitative services – up to 60 days per person per calendar year	No Charge	Coinsurance	
Outpatient surgery - in a hospital or surgi-center	OS Copayment		
EMERGENCY CARE			
Walk-in centers	OV Copayment	Deductible & Coinsurance	
Urgent care - at participating centers only	UR Copayment	Not Covered	
Emergency care - copayment waived if admitted	ER Copayment	ER Copayment	

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No Charge	No Charge

Ambulance - Unlimited

OTHER HEALTH CARE	In-Network Member pays:	Out-of-Network Member pays:
Outpatient rehabilitative services 50 combined visit maximum for PT, OT, ST and Chiro. per year (Excess covered as OON)	OV Copayment	Deductible &
Durable medical equipment - Unlimited	No Charge	Coinsurance
Diabetic supplies, drugs & equipment	Covered	-
Infertility services	Covered	Deductible & Coinsurance
Home health care	No Charge	\$50 Deductible & 20% Coinsurance

## PREVENTIVE CARE SCHEDULES

\* Schedule of health examinations: Age 0 to 5 months - 6 exams Age 6 months to 11 months - 3 exams Age 12 months to 23 months -4 exams Age 24 months to 35 months - 2 exams 36 months + - 1 every year Vision Exams: 1 exam every per calendar year

Hearing Exams: 1 exam every per calendar year

OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copny is waived if readmitted within 30 days for same diagnosis. Maximum of 3 copays per person per year.
- Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.
- Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to an unlimited lifetime maximum.
- Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been
  made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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

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Revised 12/20/12 NGF

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RSD#16 FD 003636-000 CENTURY PREFERRED MANAGED RX, 3 TIER Benefits at a Glance

Effective July 1, 2013

\$10 COPAYMENT GENERIC DRUGS \$25 COPAYMENT LISTED BRAND-NAME DRUGS \$40 COPAYMENT NON-LISTED BRAND-NAME DRUGS \$3,000 Annual Maximum

## How To Use 3-Tier Managed Rx

3-Tier Managed Rx has three different levels (or "tiers") of copayments, depending on the type of prescription drug yon purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You'll still have coverage brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It's a simple way to save out-ofpocket expenses.

## **Copayments and Day Supplies**

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a
  retail pharmacy.
- Yon'll be responsible for one copayment when purchasing a 31-day to 90-day supply of maintenance drugs through the voluntary mail-service program (see chart for details).

## Generic Drugs Have the Lowest Copayment

Generic Drugs riave in		Your copayment:
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 2 copayment applies.	\$25
Ticr 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment applies.	\$40
Mail Service	(One) copayment per 31 - 90	\$10, \$25, \$40
Annual Maximum	Per member per calendar year	\$3,000 once maximum is met Claims roll to medical OON benefit

## **Generic Substitution**

Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates "Dispense as Written." In this case you will receive the brand-name drug—and you will be responsible for the applicable listed brand or non-listed brand copayment. NOTE: If your doctor does *not* indicate "Dispense as Written," you will be responsible for the applicable listed brand or non-listed brand copayment. NOTE: If your doctor does *not* indicate "Dispense as Written," you will be responsible for the applicable listed brand or non-listed brand or non-listed brand are copayment as well as the difference in cost between the generic and listed brand or non-listed brand name drug.

## Voluntary Mail-Service Program

Express Pharmacy, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 90-day supply of these medications and have them delivered directly to your home.

One mail-service copayment will apply as follows: \$10, \$25, \$40

## National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members should dial 1-800-962-8192 to locate a participating pharmacy when traveling outside the state.

## **Non-Participating Pharmacies**

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

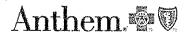
## Limits and Exclusions

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

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

Revised 12-20-12



RSD#16 FD 003636-000 CENTURY PREFERRED MANAGED RX, 3 TIER Benefits at a Glance

effective July 1, 2015

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\$10 COPAYMENT GENERIC DRUGS \$25 COPAYMENT LISTED BRAND-NAME DRUGS \$40 COPAYMENT NON-LISTED BRAND-NAME DRUGS \$3,000 Annual Maximum

## How To Use 3-Tier Managed Rx

3-Tier Managed Rx has three different levels (or "tiers") of copayments, depending on the type of prescription drug you purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You'll still have coverage brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It's a simple way to save out-ofpocket expenses.

## **Copayments and Day Supplies**

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a
  retail pharmacy.
- You'll be responsible for two copayments when purchasing a 31-day to 90-day supply of maintenance drugs through the voluntary mail-service program (see chart for details).

## Generic Drugs Have the Lowest Copayment

	-	Your copayment:
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier I copayment applies.	\$10
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 2 copayment applies.	S25
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment applies.	\$40
Mail Service	(Two) copayments per 31 - 90	\$20, \$50, \$80
Annual Maximum	Per member per calendar year	\$3,000 Once annual maximum Is met claims roll to OON Medical benefit

## Generic Substitution

Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates "Dispense as Written." In this case you will receive the brand-name drug—and you will be responsible for the applicable listed brand or non-listed brand copayment. NOTE: If your doctor does *not* indicate "Dispense as Written," you will be responsible for the applicable listed brand or non-listed brand so well as the difference in cost between the generic and listed brand or non-listed brand name drug.

## Voluntary Mail-Service Program

Express Pharmacy, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 90-day supply of these medications and have them delivered directly to your home.

Two mail-service copayments will apply as follows: \$20, \$50, \$80

## National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members should dial 1-800-962-8192 to locate a participating pharmacy when traveling outside the state.

## **Non-Participating Pharmacies**

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

## Limits and Exclusions

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

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

Revised 1-2-13

# Anthem **@**

Lumenos

Lumenos HSA Plan Summary The tumenos<sup>ed</sup> HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

ienos HSA Plan	
Contributions to Your HSA For 2013, contributions can be made to your HSA up to the fi \$3.250 individual coverage \$6,450 family coverage Note: These limits apply to all combined contributions from any source.	ollowing:
Preventive Care No deductions from the HSA or out-of-pocket costs for you a receive your preventive care from an in-network provider. If y go to an out-of-network provider, your deductible or Tradition Coverage benefits will apply.	ou choose to
Bridge Your Bridge responsibility will vary. Annual Deductible Responsibility \$2,000 individual coverage \$4,000 family coverage	
Traditional Health Coverage After your bridge, the plan pays: 100% for in-network providers 80% for out-of-net	work providers
Annual Out-of-Pocket Maximum In-Network and Out-of-Network Providers \$ 4,000 individual coverage \$ 8,000 family coverage Your annual out-of-pocket maximum consists of funds you spend from your responsibility and your coinsurance amounts.	HSA, your Bridge
Earn Rewards If you do this: Y Complete the MyHealth Assessment online Enroll in the MyHealth Coach Program Graduate from the MyHealth Coach Program Complete our Tobacco Free Program Complete our Healthy Weight Program	ou can eam: \$50 \$100 \$200 \$50 \$50
Some eligibility requirements apply. See page 2 for program descriptions	
If you have questions, please call toll-free 1-8	88-224-48 Group Gift
	For 2013. contributions can be made to your HSA up to the fill         \$3,250       individual coverage         \$3,450       family coverage         Note: These limits apply to all combined contributions from any source.         Preventive Care         No deductions from the HSA or out-of-pocket costs for you a receive your preventive care from an in-network provider. If y go to an out-of-network provider, your deductible or Tradition Coverage benefits will apply.         Bridge       Your Bridge responsibility will vary.         Annual Deductible Responsibility \$2,000       individual coverage         \$4,000       family coverage         S4,000       family coverage         \$4,000       family coverage         \$4,000       family coverage         \$4,000       family coverage         \$4,000       iamily coverage         \$4,000       family coverage         \$4,000       iamily coverage         \$4,000       iamily coverage         \$4,000       iamily coverage         Your annual out-of-pocket maximum consists of funds you spend from your responsibility and your consultance amounts.         Earn Rewards       Your onsultance amounts.         If you do this:       Your consultance amounts.         Earn Rewards       Your ontolaco Free Program         Complete the MyHealth C

CGHSA584 w GC NGF (1/13)



# Lumenos HSA Plan Summary

### **Healthy Rewards**

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

MyHealth Assessment: You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 per plan year. The health information you provide is strictly confidential.

MyHealth Coach: If you qualify for the MyHealth Coach Program, you'll receive one on one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 for enrolling in the MyHealth Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the MyHealth Coach Program (one reward per covered person per year).

Tobacco Free Program: This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco tree. Participation is open to you and your covered family members age 18 or okler, and includes counseling support and tools, including nicotime-replacement therapy coverage. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing this program.
 Healthy Weight Program: Cur Healthy Weight Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietlian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing the period.

### Sum Sum

### Summary of Covered Services

## **Preventive Care**

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

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

### Immunizations:

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

### Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

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

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

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# Anthem 🕸

Lumenos

# Lumenos HSA Plan Summary

## Summary of Covered Services (Continued)

### Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below.

- · Physician Office Visits
- Inpatient Hospital Services
- · Outpatient Surgery Services
- · Diagnostic X-ravs/Lab Tests
- · Durable Medical Equipment
- · Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Maternity Care

Services

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

· Inpatient and Outpatient Mental Health and Substance Abuse

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

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year. ٠
- inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member per calendar year for in- and out-of-network services.
- · For a complete list of exclusions and ilmitations, please reference your Certificate of Coverage.

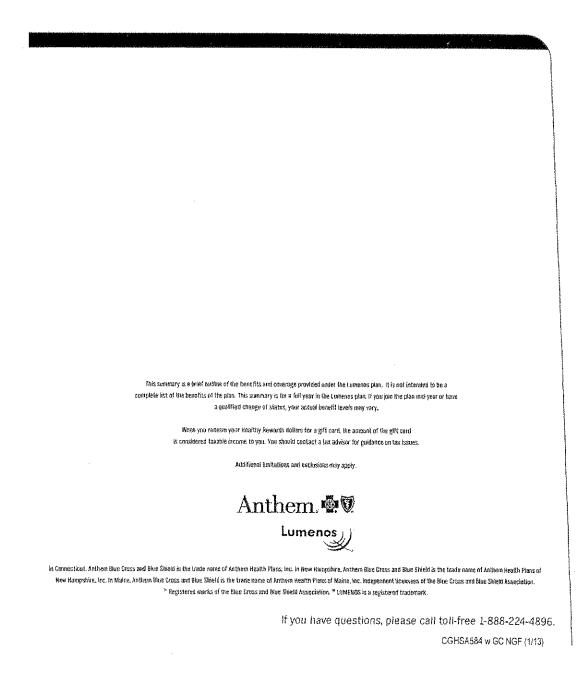
This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and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

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

CGHSA584 w GC NGF (1/13)

# Lumenos HSA Plan Summary

Anthem . Lumenos



# **APPENDIX III**

# COMPENSATION FOR HIGH SCHOOL STIPEND POSITIONS

POSITION	2013-16
Student Publications Literary Magazine	\$1,066
Newspaper	\$1,186
Yearbook	\$2,516
Drama Production	\$1,886
Music Production	\$1,886
Student Council	\$1,269
National Honor Society	\$1,186
Honor Society Advisor	\$479
Math Team	\$921
Senior Class Advisor - per class advisor (2)	\$1,257
Junior Class Advisor - per class advisor (2)	\$1,006
Sophomore Class Advisor - per class advisor (2)	\$817
Freshman Class Advisor - per class advisor (2)	\$628
Advisory Coordinator	\$1,465
DECA Club Advisor - School Store	\$1,257
Ski Club Advisor - per advisor (2)*	\$767
Art Club Advisor	\$479
FBLA Club Advisor	\$598
Special Area Clubs (To be determined)	
Department Chair	\$2,393
Department Chair (with administrative/supervisory certification)	\$3,592
Web Master - Woodland Regional	\$1,742
High School	
Pep Band Coordinator (Football)	\$582
Pep Band Coordinator (Basketball)	\$582
Human Relations Officer	\$639
Robotics Club Advisor	\$1,042
SAT Prep Advisor	\$766.14
Title I After-School Tutor	\$32.33/hr.
WRHS Auditorium Manager	\$1,530

\*Should more than two individuals volunteer and serve in this role, the combined value of the two paid stipend positions shall be divided among those serving.

# **High School Department Chairs:**

- 1. Teaching load reduced by two instructional periods.
- 2. \$204 per teacher for whom Chair is responsible in excess of five teachers.
- 3. Responsibility for coordinating Grades 6 12
  - Areas:

English Social Studies Math Science Fine Arts (music and art) Practical/Applied Arts (tech ed, business, etc.) World Languages Guidance Special Education

The above positions shall be posted in accordance with Article 22, II, B.

# **APPENDIX III (continued)**

HS COACHING	2013-16
Football	
Head	\$6,414
Assistant	\$4,810
Basketball	
Head	\$5,516
Assistant	\$3,976
Freshman	\$3,976
Baseball/Softball	
Head	\$5,516
Assistant	\$3,848
Freshman	\$3,848
Swimming	
Head	\$5,131
Assistant	\$3,528
Diving Assistant	\$1,763
Diving Assistant Coach	\$3,528
Track	
Head	\$5,131
Assistant	\$3,528
Indoor Track	
Head	\$3,528
Assistant Indoor Track (Winter Track) Coach	\$2,426
Cross Country	
Head	\$3,848
Assistant	\$2,565
Unified Sports Coach	\$2,565
Volleyball	
Head	\$3,848
Assistant	\$2,565
Freshman	\$2,565
Tennis	
Head	\$3,848
Assistant	\$2,565
Golf	
Head	\$3,848
Assistant	\$2,993
Soccer	-
Head	\$4,489
Assistant	\$3,144

HS COACHING	2013-16
Cheerleading	
Head	\$4,169
Assistant	\$2,565
Dance	
Head	\$4,169
Trainer (Each Season)	\$4,693

1. The following compensation shall be withheld for the High School Football coaches until completing spring football practice: Head Coach, three hundred dollars (\$300.00); Assistant Coach, two hundred dollars (\$200.00).

2. Each Head Coach at the high school level shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to a maximum of \$250.00 per sport per season.

3. Each Freshman and Assistant Coach at the high school level shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to a maximum of \$150.00 per sport per season.

# APPENDIX IV EXTRA PAY FOR EXTRA DUTY ELEMENTARY SCHOOL & MIDDLE SCHOOL

A. Extra curricular positions are considered to be beyond the scope of the contracted salary for teachers. Therefore, the following extra duty positions will be compensated at the rate shown:

	2013-16
Basketball	\$2,603
X-Country	\$2,219
Baseball	\$2,219
Softball	\$2,219
Soccer	\$2,219
Middle School Swim Coach	\$3,528
Assistant Cross Country (X-Country) Coach at Long River Middle School	\$1,509
Math Counts	\$921
Newspaper	\$1,186
Cheerleading	\$1,339
Honor Society	\$1,186
Student Council Elementary Future Problem Solving Coordinator	\$1,269
(grades 4 & 5)	\$375
Elementary Yearbook Adv.	\$1,048
Middle School Yearbook Adv.	\$1,705
School Store	\$1,269
Drama Club	\$1,269
Jazz Band	\$1,269
Chorus	\$1,269
Graduating Class Advisor	\$767
Photography Club	\$767
Library Homework Club	\$790
LRMS Literary Magazine Coordinator	\$1,006
Ski Club (2)	\$767
Washington Trip Coordinator	\$1,582
Cape Cod Trip Coordinator	\$1,582
TAG Student Coordinators (Grades 3 - 5)	\$549
TAG Student Coordinators (Grades 6 - 8)	\$1,100
English Language Learner	\$292
CMT Test Coordinator (Grades 3 — 5)	\$582
CMT Test Coordinator (Grades 6 — 8)	\$582

	2013-16
Web Master — Algonquin	\$1,046
Web Master — Community	\$929
Web Master — Laurel Ledge	\$1,046
Web Master — Long River	\$1,742

The above positions shall be posted annually in accordance with Article 22, II, B.

Additional positions may be established by the Board. If additional positions are established, the Board and Association shall negotiate the compensation due the position.

A. Web Master positions are open to both certified and non certified employees.

B. Committee work outside the scope of this Agreement's Article 15, After School Meetings, shall be voluntary.

## APPENDIX V

## **"FOR INFORMATIONAL PURPOSES ONLY"**

Sec. 10-156c. Military leave. Each professional employee certified by the State Board of Education and employed by a local or regional board of education who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by section 27-103, shall be entitled to be absent from his or her duties or services while engaged in required field training in such reserve corps. No such employee shall be subjected by any person, directly or indirectly, by reason of such absence, to any loss or reduction of vacation or holiday privileges or be prejudiced by reason of such absence with reference to promotion or continuance in employment or to reemployment. The period of absence in any calendar year shall not exceed thirty days.

(1969, P.A. 788, S.I: P.A 78-218, S. 110.)

History: P.A. 78-218 specified applicability to employees of local or regional boards of education and to both male and female reservists.

Cited. 216 C. 253, 257

Section 10-156d. Reemployment after military leave. Any professional employees certified by the State Board of Education and employed by a local or regional board of education who leaves such employment for the purpose of entering the armed forces of the United States, as defined in Section 27-103, shall be reemployed by the board of education as hereinafter provided, provided such employee makes application for return to such employment within ninety days after receiving a certificate of honorable separation from the armed forces. The board of education shall employ such applicant in his or her former position and duties if such employment is available; and if not, shall employ such applicant in an equivalent position, if available; and if not, shall offer such applicant employment in any available position for which such applicant is qualified. Any employee returning to the employ of the board of education as herein provided shall be credited with a period of such service in the armed forces to the same extent as though it had been a part of the term of employment by such board of education. This section shall not apply to any such employee who, because of voluntary reenlistment, has been absent from the employ of such board of education for a period of more than three years in addition to war service as defined in said section 27-103 or compulsory service and the ninetyday period as hereinbefore provided.

(1969, P.A. 788, S.2: P.A 78-218, S. III.)

History: P.A. 78-218 substituted "local" for "town" boards of education and made technical changes.

Cited. 216 C. 253, 257

## APPENDIX VI

# UNDERSTANDINGS BETWEEN REGION NO. 16 EDUCATION ASSOCIATION AND REGION NO. 16 BOARD OF EDUCATION Attached for Informational Purposes Only

- 1 The parties recognize that psychologists and therapists employed in positions in Region 16 which require appropriate certification, and who are not otherwise excluded, are part of the bargaining unit. The bargaining unit employees shall receive compensation and benefits in accordance with this agreement. The parties also recognize that the status quo is that the Board has historically obtained such services from outside parties, on an asneeded basis, to augment services provided by individuals occupying positions in Region 16.
- 2. With respect to parent-teacher conferences, Article 16, Section F: Once the conference schedule is established, teachers agree to adhere to it and not modify it for their own personal convenience. Prior to the scheduling of conferences, teachers of the Unified Arts will provide the administration with a list of parents that they would like to meet with during the conference period.
- 3. Re: Tax sheltered annuities. There are currently twelve annuities for which the Board allows payroll deduction. As annuities are dropped from the current list of allowed annuities, the new reduced total becomes the new maximum allowed number of annuities. If a new annuity is desired to replace an existing annuity, five or more individuals must agree to enroll in it. If any individual teacher wishes to change a deduction for an existing annuity he/she must request such change in writing to the controller at least fifteen days before the first payday in September, December, April or July. New hires may not bring additional annuities. New hires have an exemption from the September notification date.
- 4. Notwithstanding the provision of Article 23, Section B, high school teachers may voluntarily agree to teach a sixth class in lieu of a supervisory period. Such agreement is neither precedent setting nor construed as establishing a practice for the future.
- 5. The experience column was added to the salary schedules in the 2001-04 contract to address the elimination of two steps, and is not intended to alter step placements of current staff. The experience column reflects experience in Region No. 16 and credit given at the time of hire.

# **MEMORANDUM OF AGREEMENT**

The Region No. 16 Board of Education (the "Board") and the Reg. No. 16 Education Association (the "Association") agree as follows:

The Superintendent will share the proposed school calendar with the Association at least five (5) days prior to submitting the proposed calendar to the Board. The Association will have the right to provide input to the Superintendent regarding the proposed calendar, with the understanding that the input is advisory, and that the Board of Education has the authority to determine the calendar.

# REGION NO. 16 BOARD OF EDUCATION

# REGION NO. 16 EDUCATION ASSOCIATION

By:\_\_\_\_\_ By:\_\_\_\_\_

Date:\_\_\_\_\_ Date:

In the matter of binding arbitration

between

Region 16 Board of Education

and

Region 16 Education Association

# OATH FOR CHAIRPERSON OF ARBITRATION PANEL OR SINGLE ARBITRATOR

State of Connecticut ) County of New Haven)

Prospect SS:

The undersigned, representing the interests of the public in general, being duly sworn and being aware of the requirements for impartiality, hereby accepts the appointment as Chairperson of the Arbitration Panel or Single Arbitrator to arbitrate the above subject and will faithfully and fairly hear and examine the matters in controversy between the above-named parties, in accordance with Section 10-153f of the Connecticut General Statutes, as amended, and will make a just award according to the best of my understanding.

Susan R. Meredith, Chairperson, Arbitration Panel

Subscribed and sworn to before me this 14<sup>th</sup> day of December, 2012

Commissioner of Superior Court

SUBJECT: Contract Dispute (Last Best Offer Binding Arbitration)

In the Matter of Binding Ar	bitration	:
Between		:
Region 16	_Board of Education	:
-and-		:
Read 16 Eden	Assac.	:

# OATH FOR ARBITRATORS REPRESENTING THE INTERESTS OF THE LOCAL AND REGIONAL BOARDS OF EDUCATION

STATE OF CONNECTICUT	:	PROSPECT
COUNTY OF New Haven	:	ss:

The undersigned, representing the interests of the local and regional boards of education, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed:

Arbitrator representing the interests of the local and regional boards of education

Subscribed and sworn to before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_

Signature and T

In the Matter of Binding Arbitration	;	
	:	Subject
Between	;	(Last Best Offer Binding Arbitration)
· ·	:	
CEGIUN 16 Board of Education	;	
	:	
-and-	•	
REGION 16 EDUCATION ASSIN	•	

# OATH FOR ARBITRATORS REPRESENTING THE INTERESTS OF THE EXCLUSIVE BARGAINING **REPRESENTATIVES OF CERTIFIED EMPLOYEES**

STATE OF CONNECTICUT

SS: PRUSPECT.

COUNTY OF NEW HAVEN

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed:

Arbitrator representing the interests of exclusive bargaining representatives of certified employees

Subscribed and sworn to before me this 142 day of DECLABER, 2012

Commissioner of the Superior Court

# STATE OF CONNECTICUT

# DEPARTMENT OF EDUCATION

# BINDING ARBITRATION PROCEEDING

# UNDER

# Section 10-153f (as amended)

# CONNECTICUT GENERAL STATUTES

In the matter of:

# **REGION 16 BOARD OF EDUCATION**

and

# **REGION 16 EDUCATION ASSOCIATION**

# ARBITRATION PANEL:

Susan R. Meredith, Esq.

John M. Romanow, Esq.

Martin Gould, Esq.

Chair and representing the public Representing boards of education Representing employee groups

APPEARANCES:

For the Board:

For the Association:

Richard Mills, Esq. Jeff Mockler, CEA

Date of Award: January 14, 2013

In accordance with C.G.S. 10-153(f), the Panel awards the attached Stipulation of the parties as its Award in this arbitration proceeding, which resolves all outstanding issues between the parties

Lor CM

Susan R. Meredith, Chair

John Romanow, representing the interests of the Region 16 Board of Education

enly

Martin Gould, representing the interests of the Region 16 Education Association

## MEMORANDUM

TO:	Susan Meredith, Esq., Arbitration Panel Chair John Romanow, Esq., Arbitrator Appointed by the Board of Education Martin Gould, Esq., Arbitrator Appointed by the Association
FROM:	Richard Mills, Esq., Counsel for the Board of Education Jeffrey Mockler, CEA Representative
DATE:	January 8, 2013
RE:	Reg. 16 Board of Education and Reg. 16 Education Association (Terms for Stipulated Arbitration Award)

Subsequent to the initial arbitration hearing in this matter, the parties reached agreement on the single issue that was in dispute. As a result, there is no need for any further hearings in this matter.

We have attached to this Memorandum a document containing all of the provisions agreed upon by the parties for a new contract covering the period July 1, 2013 through June 30, 2016. We jointly request that the arbitration panel issue a stipulated arbitration award consisting of the terms and conditions set forth in the attached document.

REG. 16 BOARD OF EDUCATION

By Richard A. Mills, Esq.

Date:

**REG. 16 EDUCATION** ASSOCIATIÓN By rey)Mockler, CEA Representative Date:

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