

AN AGREEMENT BETWEEN
THE SALEM BOARD OF EDUCATION
SALEM, CONNECTICUT
and
THE SALEM FEDERATION OF TEACHERS
LOCAL 1833
AFT CONNECTICUT
AMERICAN FEDERATION OF TEACHERS

JULY 1, 2013

through

JUNE 30, 2016

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ARTICLE I

STATEMENT OF AGREEMENT

This Agreement is hereby entered into by and between the Salem Board of Education (hereinafter referred to as the Board) and the Salem Federation of Teachers, Local 1833, AFT Connecticut, American Federation of Teachers, AFL-CIO (hereinafter referred to as the Federation).

ARTICLE II

RECOGNITION

The Board recognizes the Federation as the exclusive bargaining agent for that group of professional employees who hold a certificate or durational shortage area permit issued by the State Board of Education under the provisions of sections 10-144o to 10-149, inclusive and are employed by the Salem Board of Education in positions requiring such a certificate or durational shortage area permit and who are not included in the administrators' unit or excluded from the purview of State Statutes §§10-153a through 10-153n, inclusive. Certain provisions in this contract are not applicable to members of the teachers' unit who hold a durational shortage area permit (hereinafter referred to as "DSAP"). The areas of the contract that are not applicable or are applicable in a different manner are noted by way of an express contract provision in this contract.

ARTICLE III

BOARD PREROGATIVES

Subject to the General Statutes of the State of Connecticut, including §§10-220 and 10-221, and this Agreement, it is recognized that the Board has and will continue to retain, whether exercised or not, the sole and final right, responsibility and prerogative to direct the operation of the public schools in the Town of Salem in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Salem; to give the children of Salem as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, 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 and DSAP personnel; to suspend or dismiss the teachers of the school; to designate the schools which shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town 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 the arrangements, use and safe-keeping of the school libraries and to approve the books, selected therefor and to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate 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.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

Section 1. Federation Rights to Collective Bargaining Information and Data

Upon the request of either party, the Board and/or the Federation shall furnish to one another such information which either party deems relevant to collective bargaining and which it is not legally prohibited from releasing and which is not readily available elsewhere, in accordance with Connecticut General Statutes §1-200 *et seq.*

Section 2. Use of School Facilities

Any school facility which the Federation may desire to use shall be arranged for in advance as is required of any other organization desiring the use of school facilities. Any meeting of the Federation or any Federation business shall be conducted outside of the hours during which teachers are required to be on duty. The use of any school facility granted to the Federation is with the understanding that such use will in no way be an expense to the Board or the Town of Salem.

Section 3. Superseding of Board Policy by Provisions of this Agreement

Any previously adopted policy rule or regulation of the Board or administration which conflicts with any provision of this Agreement shall be superseded by the applicable provisions of this Agreement.

Section 4. Omission of Reference to Membership/Affiliation of Teacher

A teacher candidate's membership in any labor or political organization shall not be used as a basis for refusal to employ such candidate.

Section 5. Just Cause

No teacher shall be suspended without pay, without just cause. DSAP teachers may not grieve this contract provision beyond the Board level of the grievance procedure.

ARTICLE V

QUALITY EDUCATION

Class Size

The optimum instruction group size for kindergarten through Grade 3 shall be 1:25 and in Grades 4 through 8, the optimum instructional group size shall be 1:27. When any instructional group reaches the optimum, a paraprofessional shall be provided. Under no circumstances shall this Article be interpreted to apply in situations the Board is unable to obtain a substitute teacher due to the temporary absence(s) of staff, or during the time that the Board is advertising to hire additional staff to bring the class size to within the number specified above. Every reasonable effort must be made to maintain class groupings to ensure that student instruction is minimally disrupted. This Article is intended to apply to a teacher's annual assignment of an instruction group.

ARTICLE VI

PROFESSIONAL IMPROVEMENT

Section 1. Professional Improvement

Teachers (not DSAP teachers) who meet the following conditions shall receive partial reimbursement for the cost of tuition incurred in taking college level courses:

- A. 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 or, must be courses requested by teachers for professional growth;
- B. The particular courses must be approved by the Superintendent in advance. The Superintendent's decision is final and not subject to the grievance procedure;
- C. The teacher must receive at least a "B" grade for the final grade of a course. A transcript or other official record of such grade must be provided;
- D. Prior to each school year the Board, in its sole discretion, shall designate how much money will be available to the staff for course reimbursement. A deadline for applications shall be set;
- E. 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 100% of such agreed upon costs, up to the amount allotted in subsection D, above;

- F. 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 has 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;

Section 2. Professional Leave

- A. Upon request to and approval by the Board or its designee, a teacher shall be granted professional leave to attend professional meetings or visit other schools.
- B. Each teacher attending such a meeting or making such a visit shall be granted time off with pay for the period necessary.

The Board may require attendance by any teacher at any professional activity during a normally scheduled school day. Expenses for such required attendance will be paid by the Board.

Section 3. Committee Service

Any teacher engaged at the request of the Board or its designee in any committee service for educational improvement outside of the Town of Salem shall be reimbursed for any reasonable expenses incurred and compensated at the rate of Nine (\$9.00) Dollars per hour for extra time involved beyond the school day.

ARTICLE VII

WORKING CONDITIONS

Section 1. Schedules and Impact

- A.
 - 1. The teacher work year shall consist of one hundred eighty (180) student days; two (2) days for flexible parent-teacher conferences, as required by Conn. Gen. Stat. §10-221(f); three (3) CEU/professional development days; and one (1) teacher orientation day prior to the start of the school year for a total work year consisting of one hundred eighty-six (186) work days.
 - 2. The teacher work day shall consist of seven (7) hours and ten (10) minutes consisting of the following: a student day of six (6) hours and fifty (50) minutes, with teachers reporting ten (10) minutes before the start of the student day and staying ten (10) minutes after the student day as non-instructional student contact time. During such portions of the teacher work day preceding and following the student day, teachers will also be required to carry out professional responsibilities as directed by the school administration.

3. Unless the Board, in its discretion, increases or decreases the number of early dismissal days, the only two (2) scheduled early dismissal days during the term of this contract shall be the day before Thanksgiving and the last day of school in June. At the Board's discretion, the early dismissal day before Thanksgiving may be converted into a holiday, but not into a full day.
- B. Over the course of the school year, teachers will be required to attend up to thirty (30) hours of before or after-school meetings, to be scheduled by the administration, which will immediately precede or follow the work day (with the exception of "Open House"). It is anticipated that such meetings will be spread out over the course of the work year and will concern a wide variety of administrative and professional matters, including but not limited to the following: faculty meetings, grade level meetings with administrators, school committee meetings (for example, child study team meetings), and professional development activities, including activities related to school goals such as creating or revising report cards and developing assessments. Nothing herein shall be deemed to restrict the administration from conducting such activities during the school day, including but not limited to periodically relieving teachers of instructional activities during the school day and/or conducting such activities during the school day in lieu of before or after-school meetings. Up to five (5) of the thirty (30) hours for Middle School teachers will be scheduled up to one (1) hour after the elementary day.
 - C. The Federation shall be notified in advance, whenever possible, of any substantial change in the length of the work year or work day that may be imposed by the Salem Board of Education. The Board and the Federation agree to negotiate over the impact of any such change in the work year or work day.

Section 2. Class Assignment

- A. Vacancies. Notice of all teaching vacancies occurring during the school year shall be posted in the school(s) for ten (10) school days prior to the closing date of applications. In the event such vacancies occur during the summer vacation months, the Superintendent shall send a copy of the vacancy to the Federation President or his/her designee, as well as post notice on the Salem electronic email system. Teachers who wish to apply for such vacancy shall submit a written notification to the Superintendent. Seniority in the Salem school system shall be one of the factors considered in the selection.
- B. Teachers shall be notified in writing of their teaching assignments for the ensuing school year by June 1. This notification shall include grade level, achievement grouping, and/or subjects that they will teach, and any special or unusual classes or assignments that they will have, unless circumstances warrant a later change. Any teacher whose annual assignment is to be changed shall be notified in writing and subsequently consulted prior to making the change. The teacher shall be given an opportunity to express his/her opinion regarding the new assignment.

Section 3. Notice of Resignation

A teacher who wishes to resign shall be required to give the administration thirty (30) days notice.

Section 4. Lunch Period

Each teacher shall be provided a thirty (30) minute duty free lunch period daily.

Section 5. Preparation Period

Each full-time certified staff/bargaining unit member shall be guaranteed two hundred twenty (220) minutes of preparation time during each full school week. Every reasonable effort will be made to provide at least one (1) forty (40) consecutive minute period per day that is the same length as a student class period. All part-time certified staff members shall receive such preparation time prorated based upon the percentage of the normal teaching load carried. Preparation periods are those periods in which the teacher is involved in the preparation of classroom materials, lesson plans, and may include weekly grade level team planning time without administrative directive.

Section 6. Statement of Sick Leave

Upon request of the teacher, the Board shall give to such teacher a statement of his/her sick leave days accumulated from previous years.

Section 7. Bus Duty

Each individual teacher may be required to perform twenty (20) bus duty assignments before or after school on a rotational basis to be determined by the administration.

Section 8. Joint Scheduling And Teacher Assignment Committee

The parties will establish an advisory committee of two (2) SFT and two (2) Administrative members designated by each side that will meet at least twice per school year for the purpose of offering feedback to the school administration regarding teaching assignments and schedules.

ARTICLE VIII
GRIEVANCE PROCEDURE

The Federation and the Board agree that during the life of this Agreement any and all grievances arising between them shall be settled in accordance with the grievance procedure of this Agreement.

Section 1. Definitions

- A. A "grievance" shall mean any complaint, allegation or claim by any grievant that as a result of an act by the Board or Administration:
1. He/she has been treated unfairly or inequitably.
 2. There has been a violation or misapplication of any provision of this Agreement, applicable law, established practice, Board policy, administrative directive, rule or regulation and/or binding arbitration award pursuant to this Agreement and/or any personal loss, injury, or inconvenience resulting from same.
- B. Subject to the provisions of applicable statutes and this Agreement, it is expressly understood that board policy, administrative directives, rules and regulations, and the interpretation thereof, are the sole province of the Board and Administration and may be subject to a grievance only when said policy, rule or regulation, or the interpretation thereof, is an alleged violation or misapplication of the provisions of such agreement, applicable law, established practice and/or binding arbitration award pursuant to the Agreement.
- C. A "Grievant" means the teacher, group of teachers similarly affected by a grievance, or the Federation making the claim of a grievance.
- D. "School days" (unless otherwise specified) shall mean days when school is in session, except that after the last day of the teacher work year (but before the commencement of the ensuing teacher work year), "school days" shall mean business days.

Section 2. Grievant's Right to Representation

Any grievant may be represented at any stage of the grievance procedure by himself or, at his option, by a representative of his own choosing provided that:

- A. The representative of the grievant is not acting in a capacity as a representative, legal counsel, or officer of any teacher organization other than the Federation or on behalf of same.
- B. The Federation shall have the right to be present and to state its views at all stages of the procedure.
- C. The Federation shall be notified in writing of the filing of such grievance and thereafter of the disposition of such grievance at each step of the grievance procedure by the administrative representative involved at each step or by his designee.
- D. If a grievant does not file a grievance in writing within thirty (30) calendar days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

Section 3. Procedure

Informal Procedure

Any grievant who feels he/she has a grievance shall first discuss the problem with his/her immediate supervisor (i.e., the building principal or other appropriate administrator) in an effort to solve the problem informally. The teacher shall have the right to have the Federation assist him/her in efforts to resolve the problem informally with his/her immediate supervisor.

Step 1 Immediate Supervisor

If the aggrieved teacher is not satisfied with the disposition of his/her grievance at the informal level of the procedure he/she may file his/her written grievance with his/her immediate supervisor; said grievance is to be filed within thirty (30) calendar days after he/she knew or should have known of the act or conditions on which the grievance is based. The immediate supervisor shall submit his/her disposition of such grievance in writing to the grievant and to the Federation within ten (10) school days.

Step 2 Superintendent of Schools

If the grievance is not resolved to the satisfaction of the grievant at Step 1 (Immediate Supervisor), the grievant may within ten (10) school days of the receipt of the disposition at Step 1 (Immediate Supervisor) submit the written grievance to the Superintendent or his designee. The Superintendent or his designee shall submit his disposition of such grievance in writing to the grievant and to the Federation within ten (10) school days. Any grievance arising from the action of an official above the rank of Salem Superintendent of Schools may be submitted directly to the Superintendent or his designee and processed in accordance with Step 2 (Superintendent of Schools).

Step 3 Board of Education

If the grievance is not resolved to the satisfaction of the grievant at Step 2 (Superintendent of Schools), the grievant may within ten (10) school days of the receipt of the disposition at Step 2 (Superintendent of Schools) submit the written grievance to the Board. The Board or a duly authorized committee thereof shall submit its disposition of such grievance in writing to the grievant and the Federation within ten (10) school days immediately following the next regular meeting.

Step 4 Arbitration

1. If the grievance is not resolved to the satisfaction of the grievant at Step 3 (Board of Education), such grievant, with Federation approval, may within ten (10) school days proceed to arbitration and notify the Board of such decision in the form of a notice of

submission to arbitration to the American Arbitration Association (hereinafter called the AAA) which shall be sent by the Federation to the Board by registered or certified mail with return receipt requested.

2. The arbitrator will hear only one grievance in each case. The arbitrator will render his/her final decision in writing and such decision shall be final and binding upon both parties, subject to the limitation of applicable statutes and the terms of this Agreement which shall not be added to, deleted from, or modified in any way by the Arbitrator.
3. Any charges by the American Arbitration Association and the arbitrator shall be shared equally by the Federation and the Board.

Section 4. General Provisions

- A. All grievances shall be processed in accordance with the time limits specified in the above grievance procedure. If the grievant does not initiate a grievance or process a grievance from step to step within the time limits specified, the grievance shall be deemed dropped, if not amicably resolved.
- B. Nothing in this Agreement shall limit the right of the Federation and the Board (and/or the Superintendent and/or the Administration) to mutually agree to an extension of time in any particular instance at any particular step of the grievance procedure. However, no such agreement or extension shall be made when such time limits have expired. Any agreed upon extension must be made in writing.
- C. Any meeting held pursuant to the above-stated grievance procedure shall be conducted at a place and time which will afford a fair and reasonable opportunity for all parties germane to the grievance to be present. Such parties to be present shall be designated by the Federation and the Board independently of one another. No grievant or any other teacher within the certified bargaining unit shall be required by the Administration, the Superintendent and the Board of Education, or any other party to meet with same on matters pertaining to a grievance without Federation representation.
- D. Nothing in this Agreement shall be construed as compelling the Federation to submit any grievance to arbitration.
- E. No reprisals of any kind shall be taken by either the Federation or the Board (and/or the Superintendent) or by any member of the Administration against any grievant or other participant in the grievance procedure because of such participation in the grievance procedure.
- F. To facilitate the processing of grievances, a standard form shall be provided by the Federation. Such forms may be obtained through the Grievance Chairman of the Federation, designated Federation Building Representative, or any member of the Executive Board of the Federation.

- G. Upon request of the Federation or the grievant, the Board shall make available information, data and records of a reasonable nature pertinent to a grievance. Such information, data and records may be copied by the Federation.
- H. No disposition of any grievance shall be contrary to any provision of this Agreement, applicable law, or of any established policy, practice, and/or binding arbitration award pursuant to the terms of this Agreement.
- I. Any grievance shall be treated as confidential and no grievance documents shall be included in any teacher's personnel file.

ARTICLE IX

ABSENCES AND LEAVES OF ABSENCES

Section 1. Short Term Leave

A. Sick Leave

1. Each full time teacher shall be entitled to sick leave with full pay up to twenty (20) working days each year, cumulative up to but not in excess of the number of days in a teacher's work year, unless increased by state statutes. Less than full time, full year teachers shall receive fifteen (15) sick leave days. Up to ten (10) sick days per year may be used for the care of an immediate family member.
2. The Superintendent may require certification for sick leave by a licensed medical practitioner where a teacher has been absent five (5) or more consecutive school days, or where the Superintendent has a reasonable suspicion of abuse of such leave based upon a pattern of absence or other credible evidence of abuse. The cost of certification shall be borne by the Board. In addition, in such cases, the Superintendent may require the teacher to be examined by a Board appointed physician at Board expense.

B. Personal Leave

1. Five (5) days per year non-cumulative leave of absence may be used for necessary and unavoidable personal business which requires the presence of the teacher and which cannot be conducted with reasonable convenience outside of regular working hours. Requests shall be presented to the Superintendent of Schools two (2) full days in advance, except in cases of emergency. Personal leave is not to be scheduled on a work day before or a work day after a holiday, or vacation except as approved by the Superintendent in his or her discretion.
2. No teacher shall be required to present reason(s) for an absence pertaining to the

personal days provision in this section, except in general terms (e.g., attendance in court unrelated to school activities, medical emergencies at home, medical appointments when no after school appointment is available in the near future, college graduation of immediate family members, etc). In the event a request for personal leave on a specific day is denied and a grievance is filed the teacher may not take such day off, with or without pay.

C. Funeral Leave

Up to five (5) leave days annually may be granted for death in the immediate family (husband, wife, children and other members at the same household; father and mother; brothers and sisters; grandfathers and grandmothers; father-in-law; mother-in-law).

D. Jury Duty

Any teacher who is required to serve on a jury may be granted leave of absence for such period. However, the teacher shall join with the Superintendent in requesting relief from such obligation. If such relief is not granted, then the Board of Education shall pay to the teacher his regular salary on a pro-rated basis for the term of such jury duty less any amount paid to the teacher for his service on such jury.

E. Required Court Appearances

Time off not to exceed five (5) working days per year shall be granted for required court appearances when the teacher is a witness under subpoena as the result of a school related activity.

F. Federation Business

Two official delegates designated by the Salem Federation of Teachers shall be granted leave without pay to attend the State AFL-CIO convention.

Section 2. Long Term Leave

A. Duration of Leave

The maximum duration of any long term leave, including extended leave and sabbatical leave, shall be determined by the Board of Education after consultation with the teacher, at the time it grants the leave.

B. Extended Leave of Absence

Upon application through the Superintendent to the Board an extended leave of absence may be granted by the Board for any reason deemed valid by the Board including but not limited to extended illness, professional improvement, military service, reserve duty, Peace Corps

service, VISTA, Teachers Corps, Job Corps, exchange teaching, foreign teaching, personal or family need. All long term leaves of absence are without pay except as may be provided for elsewhere in this Agreement (e.g., Article IX, Section 1.A.1 - Sick Leave).

C. Sabbatical Leave

Requests for sabbatical leave shall be presented to the Board for consideration for any scholarly program and/or travel or research which may contribute to the betterment of education in the Salem School System. The Board may approve such requests if it finds that such leave will benefit the Salem School System. Further, the Board will specify the conditions which the teacher must meet to ensure that granting the sabbatical leave will benefit the Salem School system. These specific conditions shall be mutually agreed to in writing between the teacher taking the sabbatical leave and the Board of Education prior to the commencement of any such leave. Such sabbatical leave may be granted with specific arrangements regarding such subjects as pay, benefits, position, etc., for a period of time specified by the teacher in his/her request and as mutually agreed to between the teacher and the Board in writing prior to the commencement of any such leave.

D. Return from Long Term Leave

Upon return from an extended leave of absence, the Board shall assign a teacher to a position. If the former position is not available, the position assigned will be at the discretion of the Superintendent, considering the desire of the teacher and the needs of the school system. However, a teacher classified as eligible for return under this Article shall not thereby obtain rights superior or inferior to those rights such teacher would have under the reduction in force and recall provisions of this Agreement (said rights to be determined as if the teacher had not received an extended leave of absence under this Agreement). When the teacher does return he shall be placed on the next higher salary level above that he had attained if he had completed more than one-half the school year before going on leave. If he had not completed more than one-half the school year before going on leave he shall be placed on the same level he had been on prior to the leave. Any teacher returning from a long term leave of absence shall, reasonably far in advance, notify the Salem Superintendent of Schools, in writing, of the date upon which the teacher is ready to resume responsibilities. Failure to submit notification of intent to return to the system for the school year following the leave shall be considered a resignation and will be so treated. The notification of intent to return shall be made by the end of January in the calendar year in which the employee intends to return to work. Any teacher whose leave commences February 1, or after, who intends to return during the following school year, must submit notice of intent to return prior to the last day of school that school year. In addition to the requirements of this subsection, failure to return from the leave of absence upon its expiration shall be considered a resignation and will be so treated.

Section 3. Attendance

- A. Any teacher with perfect attendance (i.e. does not use any sick days) personal days or other time off, paid or unpaid, shall receive five-hundred dollars (\$500.00) at the end of the school

year.

- B. Any teacher who uses no more than a total of three (3) days of leave time (of whatever type) during the school year shall receive three-hundred dollars (\$300.00) at the end of the school year.

ARTICLE X

MATERNITY/PARENTHOOD LEAVE

Section 1. Pregnancy Disability Leave

- A. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as sickness for all job-related purposes. Accumulated sick leave shall be available for use during periods of such disability.
- B. A copy of Connecticut General Statutes, §46a-60(a)(7) will be attached as Appendix "D" to this contract for informational purposes only.

Section 2. Parenthood Leave

Any tenured teacher (not DSAP teachers) shall be eligible to receive parenthood leave (as opposed to childbirth disability leave), without pay or benefits, for the purpose of childrearing, if the following conditions and limitations are complied with:

- A. At least sixty (60) days prior to the date parenthood leave is to commence (at least thirty (30) days in cases of adoption) written notice requesting such leave must have been received by the Superintendent's office.
- B. If the Board has already paid all or a part of the cost of any insurance or other benefit covering the period of such leave it must be repaid prior to the commencement of such leave, to the extent permitted by law. A teacher may continue to participate in group insurance plans at his/her own expense during the period of parenthood leave if the teacher pays the Board the total cost of the insurance benefit during that period at least two (2) weeks before the Board would regularly make its payment or payments to its insurance carrier;
- C. Leave must commence at the time of the adoption or birth or, if the employee is disabled as a result of childbirth disability, on the first day following the end of the paid childbirth disability leave;
- D. Leave must terminate on the first day of work the following school year;
- E. If leave would otherwise commence during the summer months, between school years, it will be deemed to commence the first day of school of the next year. (Notice still must be given at least sixty (60) days prior to the date parenthood leave would have commenced.)

- F. Parenthood leave may be extended at the sole discretion of the Board subject to whatever conditions the Board may require. Any extension requested must be made eight (8) weeks prior to the termination of the original leave of absence.
- G. An additional parenthood leave is not available to the same teacher in consecutive school years.
- H. The provisions of Article IX, Section 2.D "Return from Long Term Leave" shall apply.

ARTICLE XI

PERSONNEL FILES AND EVALUATIONS

Section 1. Derogatory Material

- A. No material derogatory to a professional staff member's conduct, service, character, or personality shall be placed in his/her file unless the professional staff member has had an opportunity to read the material. The professional staff member shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed. Such signature does not necessarily indicate agreement with the content. The following statement shall be permanently affixed to each document in the personnel file:

I acknowledge that I have read the enclosed material with the understanding that my signature merely signifies that I have read the enclosed material and do not necessarily agree with the content.

- B. It is understood that should a teacher refuse to sign material which is to be placed in his/her file, such material shall be filed, notwithstanding, and the Federation and the teacher shall be so notified. In the event of such refusal to sign, the Salem Superintendent of Schools shall make a dated and initialed notation on the form that: (a) the teacher refused to sign; and (b) the date and person representing the Federation who was notified as required by this section of the Agreement; and (c) the date the teacher was notified of the filing.

Section 2. Teacher's Right to Answer Personnel Material

The teacher shall have the right to file an answer to any evaluation and/or any derogatory material placed in his/her file.

Such answer shall be attached to the file copy.

Section 3. Teacher's Right of Access to Personal File

Teachers shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in his personal file with reference to evaluation of his performance by the Board.

Section 4. Copy of Personnel Material Furnished to Teachers

In order to effect compliance with Sections 1, 2, and 3 of this Article, the Board agrees that each teacher shall be furnished a copy of any requested material of an evaluatory or derogatory nature which the Board intends to use in the evaluation of a teacher's competence, personal character and/or efficiency.

Section 5. Confidential Treatment of Personnel Files

The Board shall continue its policy of treating these files with the highest degree of confidence permitted by law.

ARTICLE XII

BOARD RESPONSIBILITIES TO TEACHERS

Section 1. Assault of Teachers

No teacher who has filed charges resulting from an assault shall be requested by the Board or the Administration and/or their designee to drop such charges.

Section 2. Injury of Teachers

Any teacher who is injured in the performance of his/her duties shall be entitled to receive worker's compensation coverage as provided by law, subject to review by the school physician.

ARTICLE XIII

SALARY PROVISIONS

Section 1.

Teachers shall be compensated annually in accordance with the salary schedule marked as Appendices A1, A2 and A3, attached hereto and incorporated herein.

Notwithstanding the salary schedules listed in the Appendices, a teacher with a second masters degree in a discipline other than the discipline in which the initial masters degree was attained, or a Ph.D./Ed.D. may be paid under the "6th Year" certificate salary lane, provided that for those

who have not been accepted or approved to enter into a program before July 1, 2012, receipt of credit for any second masters will be subject to the Superintendent's approval. Such approval shall not be unreasonably withheld.

Nothing in this Section shall be applied to reduce the level of compensation for any staff member employed prior to July 1, 2013, consistent with the law.

Section 2.

Teachers shall be compensated for stipend positions in accordance with the stipend schedule marked as Appendix B, attached hereto and incorporated herein. The elimination of existing stipend positions and the establishment of new positions are deemed to be administrative matters which are subject only to Board approval. Upon the establishment of a new stipend position approved by the Board during the term of this current agreement, a joint committee consisting of four persons, two each designated by the Board (or its school administration) and the Federation, shall agree on the stipend amount for the new position for the remainder of the current agreement, consistent with existing positions. Every reasonable attempt shall be made by both parties to reach agreement on the stipend amount for the new position within thirty days of the establishment of the new position by the Board. In addition, the joint committee shall provide input and recommendations with regard to the elimination and establishment of new positions.

Section 3.

All teachers shall be paid bi-weekly on Fridays, based upon one of the following payment plan options:

- a. Ten Month Basis – i) Twenty-one (21) payments @ 1/26 of the annual salary, ii) and five (5) payments @ 1/26 of the annual salary, payable before the last school day of each school year.
- b. Ten Month Basis - Twenty-two (22) equal payments.

A teacher will not be permitted to change a chosen payment plan during the course of the school year.

Section 4.

If termination of employment comes prior to the end of the regular school year, each teacher's pay will be pro-rated on the basis of days taught.

Section 5.

Each teacher may elect direct deposit to the financial institution of his/her choice.

ARTICLE XIV

BENEFIT PROGRAM

Section 1. Medical/Hospitalization/Prescription Insurance

- A. The Board shall provide to all teachers, subject to the conditions herein stated, individual and dependent insurance coverage with the features of the Anthem Century Preferred Plan as outlined, for informational purposes only, in Appendix C (Benefit Program). Said group health insurance plan shall include the following: \$20 OV co-pay; \$100 ER co-pay; \$75 UC co-pay; \$400 Hosp. co-pay; \$150 OPS co-pay. Beginning with the 2014-2015 school year, said group health insurance plan shall include the following additional modifications: \$25 OV co-pay. The actual plan is on file in the Superintendent's office. Please note: The RX co-pays will be \$10/30/45; Unlimited Maximum.
- B. During the 2013-14 school year, the Board shall pay eighty-two and one-half percent (82.5%), and the teacher shall pay seventeen and one-half percent (17.5%) of the cost of providing the health insurance coverage, set forth in Paragraph A, and section 4 herein (re: dental), for the teacher and his/her dependents. During the 2014-15 school year, the Board shall pay eighty-two percent (82%), and the teacher shall pay eighteen percent (18%) for said insurance coverage. During the 2015-2016 school year, the Board shall pay eighty-one percent (81%), and the teacher shall pay nineteen percent (19%) for said insurance.
- C. In lieu of participating in the plan(s) described in Paragraph A, above, teachers may choose to participate in the Anthem Lumenos HSA Plan with major medical component (individual lifetime maximum of \$1,000,000 out of network, unlimited in network). The premium cost share for this plan for teachers is as follows: During the 2013-14 school year, the Board shall pay eighty-six and one-half percent (86.5%), and the teacher shall pay thirteen and one-half percent (13.5%) of the cost of providing the health insurance coverage described herein. During the 2014-15 school year, the Board shall pay eighty-six percent (86%), and the teacher shall pay fourteen percent (14%) for said insurance coverage. During the 2015-2016 school year, the Board shall pay eighty-five percent (85%), and the teacher shall pay fifteen percent (15%) for said insurance. The above insurance shall be annually subject to a \$2,000 individual/\$4,000 family deductible, co-insurance of 100% in network, 80%/20% out of network in accordance with the general plan description. Drugs: 100% coverage/no co-pay after exhaustion of deductible if in network, 20% coverage if out of network. The Board shall pay for 50% of the teacher's deductible, to be paid in quarterly installments.
- D. The teacher may exercise his or her option with regard to participating in these plans annually on or by June 1 of each year. A teacher who fails to change plans will continue in the plan until the next annual option date. A teacher and dependents participating in any such plans are subject to all the terms and conditions of the plan which may be reviewed in the office of the Superintendent of Schools.

Section 2.

The Board shall provide a fifty thousand dollar (\$50,000.00) life insurance policy with accidental life and dismemberment, for each full time teacher.

Section 3.

The Board may substitute insurance carriers as it sees fit so long as the new carrier provides reasonably comparable coverage and administration. The agreement of the Federation must be obtained in writing before a carrier is changed by the Board. The Agreement of the Federation shall not be unreasonably withheld. Disputes as to comparability are to be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.

Section 4.

The Board will provide each teacher and his/her family with full service dental insurance according to the provider of record. The plan shall include a \$1,500 annual maximum.

Section 5.

- A. To be eligible to receive the insurance benefits set forth in Sections 1 and 4 of this Article, each teacher must submit a written wage deduction authorization permitting the Board to deduct the teacher's share of the cost from his/her salary. Each teacher will be informed in writing of the cost and the amount of the deduction.
- B. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board, shall, no later than the effective date of this Agreement, implement and maintain a "Section 125" salary deduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums, dependent care costs and unreimbursed medical expenses.

Section 6.

The Board agrees to administer, but not pay for, a group disability insurance program.

ARTICLE XV

LONGEVITY

Section 1.

Teachers shall have the following longevity payments added to his/her individual salary based on completed years of service in the Salem public school system:

<u>Completed Years of Service</u>	<u>Longevity Payment</u>
12 years but less than 15 years	\$300
15 years but less than 20 years	\$500
20 years	\$800

For the purpose of calculating longevity, if a teacher's date of hire is on or before the first day of the scheduled teachers' work year, then the end of the same scheduled work year shall be defined as one completed year of service in the Salem public school system. Any teacher hired after the start of the scheduled teachers' work year shall be pro-rated for the purpose of calculating their completed years of service in the Salem public school system. The pro-ration shall be calculated over a ten month work year.

Leaves of absence of less than one year will be credited towards years of service for the purpose of computing longevity. Leaves of absence of one year or longer will not be credited towards years of service for the purpose of computing longevity.

Section 2.

Payments under this Article are not cumulative. This Article is not applicable to DSAP teachers.

ARTICLE XVI

PRORATION

All part time teachers shall receive salary and insurance benefits based upon the percentage of the normal teaching load carried.

ARTICLE XVII

DUES DEDUCTION

Section 1.

The Board shall deduct Union dues in the amount designated by the Federation from the pay of each teacher who individually and voluntarily authorizes such deductions in writing.

Section 2.

Any teacher wishing to set aside a certain monthly amount in a Credit Union shall notify the Board in writing of the amount and this money shall be deducted by the Board and delivered to the Pequot Federal Credit Union.

Section 3.

The Federation shall indemnify and save the Board harmless against all claims, demands, suits or other forms of liability which may arise out of any deductions or other action taken pursuant to this Article.

ARTICLE XVIII

AVAILABILITY OF AGREEMENT

The Board shall provide each employee a copy of this Agreement within thirty (30) days of signing, whether electronically or otherwise. Each teacher may be provided with one paper copy of the agreement upon request. New employees will be provided with such a copy (as described above) at the time of hire.

ARTICLE XIX

CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be so determined contrary to law, then such provisions shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be so determined to be by a court of competent jurisdiction contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XX

CLOSURE AND ADDENDA

This contract contains the full and complete agreement between the Board and the Federation. Either party may propose to renegotiate, amend, alter or delete any proposal in the current contract provided that the other party agrees; or either party may propose to add a new clause not in the current contract provided that the other party agrees. In such an event, if both parties subsequently reach agreement upon any proposal so put forth, such proposal shall be reduced to writing and included in this Agreement. No such proposal whether in the form of an addenda, memoranda of understanding, or other type form or supplement to this Agreement, either verbal or written, shall be deemed valid and enforceable unless duly executed in writing and signed by both parties.

ARTICLE XXI

LAYOFF/RECALL

Section 1. Layoff

Whenever a tenured teacher's position is to be eliminated and no vacant position exists to which he/she may be appointed if qualified and no position held by a non-tenured teacher exists to which he/she may be appointed if qualified, such teacher shall be considered by the Board for any other teaching position held by another tenured teacher for which the teacher is certified and qualified. If, in the opinion of the Board, the teacher whose position is eliminated is more qualified than another tenured teacher for a remaining position, the more qualified teacher shall be appointed and the teacher holding that position shall be laid off. If two such teachers are deemed equal with respect to qualifications the tenured teacher with the longest continuous length of service as a teacher for the Board shall be appointed and the less senior teacher laid off.

Section 2. Recall

If the contract of employment of a teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two (2) years. If a position becomes open during such period, and the teacher has been selected by the Board as a person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his last known address at least thirty (30) days prior to the last date of re-employment where possible. In determining whether a teacher is qualified for reappointment, the Board shall consider the criteria as set forth in Section 1. Layoff. The teacher shall 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 by the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification the name of the teacher will be removed from the recall list.

Section 3. Seniority

Seniority is defined as a teacher's length of continuous service with the Board in a position that requires certification. An approved leave of absence shall not constitute a break in continuous service. Leaves of absence of less than one year will be credited towards years of service for the purpose of computing the accrual of seniority. Leaves of absence of one year or longer will not be credited towards years of service for the purpose of computing the accrual of seniority.

Section 4. This Article shall not apply to DSAP teachers. Such individuals have no contractual rights in reference to layoff and/or recall.

ARTICLE XXII

DURATION

This Agreement shall be binding and effective as of the first day of July 1, 2013, and shall continue in full force and effect until the 30th day of June, 2016.

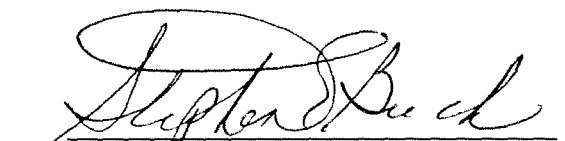
ARTICLE XXIII


SIGNATURE AND SEAL OF AGREEMENT

IN WITNESS WHEREOF, the following have set unto their signatures and seals on the 6th day of May, 2013.

FOR THE SALEM BOARD
OF EDUCATION

FOR THE SALEM FEDERATION OF
TEACHERS, AFT CONNECTICUT
AMERICAN FEDERATION OF TEACHERS,
AFL-CIO


Its Chairperson 5/6/2013


Its President May 3, 2013

APPENDIX A-1

2013 - 14 SALARY SCHEDULE

<u>STEP</u>	<u>B.S.</u>	<u>M.A.</u>	<u>6th YEAR</u>
1	42,587	48,021	50,615
2	44,294	49,745	52,384
3	46,008	51,515	54,198
4	47,806	53,327	56,055
5	48,640	55,185	57,959
6	49,521	57,087	59,904
7	50,587	59,035	61,895
8	54,593	63,509	66,098
9	58,597	68,699	70,910
10	61,482	71,992	74,030
11	65,055	76,090	77,977

NOTE: The overall wage increase is 2.75% including increment. See Appendix A-4.

APPENDIX A-2

2014 - 15 SALARY SCHEDULE

<u>STEP</u>	<u>B.S.</u>	<u>M.A.</u>	<u>6th YEAR</u>
1	43,865	49,462	52,133
2	45,623	51,237	53,956
3	47,388	53,060	55,824
4	49,240	54,927	57,737
5	50,099	56,841	59,698
6	51,007	58,800	61,701
7	52,105	60,806	63,752
8	56,231	65,414	68,081
9	60,355	70,760	73,037
10	63,326	74,152	76,251
11	67,006	78,372	80,316

NOTE: The overall wage increase is 3.00%. There will be no step movement.
See Appendix A-4.

APPENDIX A-3

2015 - 16 SALARY SCHEDULE

<u>STEP</u>	<u>B.S.</u>	<u>M.A.</u>	<u>6th YEAR</u>
1	44,303	49,956	52,655
2	46,079	51,750	54,495
3	47,862	53,591	56,382
4	49,733	55,476	58,314
5	50,600	57,409	60,295
6	51,517	59,388	62,318
7	52,626	61,414	64,389
8	56,793	66,068	68,762
9	60,958	71,468	73,768
10	63,960	74,893	77,013
11	68,514	80,136	82,123

NOTE: The overall wage increase is 2.75% including increment. See Appendix A-4.

**APPENDIX A-4
EXPERIENCE GRID**

Teachers entering the Salem School System with previous experience shall be placed on the salary schedule in accordance with the following:

<u>2013-2014</u>		<u>2014-2015</u>		<u>2015-2016*</u>	
<u>EXP</u>	<u>STEP</u>	<u>EXP</u>	<u>STEP</u>	<u>EXP</u>	<u>STEP</u>
0	1	0	1	0	1
1	2	1-2	2	1	2
2	3	3	3	2-3	3
3	4	4	4	4	4
4-5	5	5-6	5	5	5
6-9	6	7-10	6	6-7	6
10	7	11	7	8-11	7
11	8	12	8	12	8
12	9	13	9	13	9
13	10	14	10	14	10
14	11	15	11	15	11

Note: There shall be no step movement in 2014-2015. All teachers not at maximum shall advance one step in 2013-2014 and on the 94th work day in 2015-2016 in accordance with the experience (exp) grid set forth above. Steps 1 and 2 from the 2006-2007 salary schedule were eliminated. A new step was inserted between Steps 11 and 12 of the 2006-07 salary schedule. The intent is to have this Appendix A-4 appear in every subsequent contract negotiated between the parties until the “0-3 years” experience step in the 2007-2008 Salary Schedule, the “1-2 years” experience step in the 2010-2011 Salary Schedule, and the “1-2 years” experience step in the 2014-2015 Salary Schedule reach maximum.

*Effective on half-way point/94th work day in 2015-2016 work year.

APPENDIX B
STIPEND SCHEDULE

	<u>2013 - 14</u>	<u>2014 - 15</u>	<u>2015 - 16</u>
<u>Coaches</u>			
Boys' & Girls' Basketball Coaches	\$1,444	\$1,488	\$1,515
Boys' & Girls' Assistant Basketball Coaches	1,024	1,055	1,074
Boys' & Girls' Soccer Coaches	1,444	1,488	1,515
Boys' & Girls' Assistant Soccer Coaches	1,024	1,055	1,074
Track Coach	1,445	1,489	1,516
Assistant Track Coaches	1,024	1,055	1,074
Cross Country Coach	1,445	1,489	1,516
Assistant Cross Country Coach	1,024	1,055	1,074
Cheerleading Coach	784	808	822
<u>Academic Coordinators</u>			
Language	\$1,444	\$1,488	\$1,515
Mathematics			
Science			
Social Studies			
Special Subject Area			
<u>Team Leader/Facilitator</u>			
PK-2	\$1,444	\$1,488	\$1,515
Grade 3-4			
Grade 5-6			
Grade 7-8			
Unified Arts PK-8			
<u>Club Advisors</u>			
Math Counts	\$656	\$676	\$688
Yearbook Advisor	1438	1481	1508
Eighth Grade Advisor	1438	1481	1508
Strings Advisor	1138	1172	1193
Choral Theater Advisor	1138	1172	1193
Video Club Advisor	960	989	1007
Jazz Band Director	1,143	1,177	1,199
Homework Club Advisor	\$26.80/hour	\$27.61/hour	\$28.11/hour
Curriculum Club / Guidance	\$26.80/hour	\$27.61/hour	\$28.11/hour

APPENDIX C



Salem Board of Education Teachers
Current Century Preferred, effective July 1, 2013
\$20/\$400/\$100/\$150
Benefits at a Glance Salem BOE

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$20	Deductible & Coinsurance
Hospital (HO) Copayment	\$400	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$100	\$100
Outpatient Surgery (OS) Copayment	\$150	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$400/\$800/\$1,200
Coinsurance		30% after deductible up to
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)		\$2,400/\$4,800/\$7,200
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care* See reverse side for schedule of visits	No charge	Deductible & Coinsurance
Periodic, routine health examinations*	No charge	
Routine OB/GYN visits	No charge	
Mammography	No charge	
Hearing screening	No charge	

MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, and SPECT scans</i> <i>Note: \$375 Copayment maximum per member per calendar year</i>	\$75 Copayment per service (see note)	
Allergy Services <i>Office visits/testing</i> <i>Injections – 80 visits in 3 years</i>	OV Copayment \$25 copay	

HOSPITAL CARE – Prior authorization required.

Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	HO Copayment	Deductible & Coinsurance
Maternity and newborn care	HO Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HO Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	

EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – at participating centers only	UC Copayment	Not covered
Emergency care – copayment waived if admitted	ER Copayment	ER Copayment
Ambulance – air and land are unlimited	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services <i>30 visit maximum for PT, OT, & ST. 20 visit maximum for Chiropractic care.</i>	OV Copayment	Deductible & Coinsurance
Durable medical equipment & Prosthetic devices – <i>Unlimited calendar year maximum (limited to certain items)</i>	No charge	
Home Healthcare; includes benefits for medical social services- <i>200 visits per member per calendar year</i>	No charge	
Outpatient cardiac rehabilitation therapy up to 36 visits per cardiac episode	No charge	
Infertility Services – <i>Prior Authorization required, State mandated benefits apply</i>	Applicable Copayment	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient- <i>Prior Authorization required</i>	HO Copayment	Deductible & Coinsurance
Outpatient/office visits	OV Copayment	

*** Schedule of health examinations:**

- 7 visits for ages 0 to 1
- 7 visits for ages 1 thru 5
- 1 exam a year for ages 5 thru 12
- 1 exam a year for ages 12 thru 22
- 1 exam a year for ages 22+

***Routine Vision & Hearing examinations:**

- 1 exam per member every two calendar years

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

This does not constitute your health plan or insurance policy. It is only a general description of the plan. Please refer to your plan documents for exclusions and limitations under the plan.



Salem Board of Education Teachers
Current 3-TIER PUBLIC SECTOR MANAGED RX PROGRAM- PPO
Effective July 1, 2013

\$10 COPAYMENT GENERIC DRUGS
\$30 FORMULARY BRAND NAME DRUGS
\$45 NON-FORMULARY BRAND NAME DRUGS
Unlimited Maximum

Description of Benefits		Your copayment example
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand name drug. Tier 1 copayment applies.	\$10
Tier 2: Formulary brand name drugs	The term "formulary brand name" refers to a brand name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield as a prescription drug with a Tier 2 copayment.	\$30
Tier 3: Non-formulary brand name drugs	The term "non-formulary brand name" refers to a brand name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$45
Annual Maximum	Per member per calendar year	Unlimited

How To Use The 3-Tier Managed Rx Program

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

Talk to your provider about using generic drugs or brand name drugs included on the formulary. You'll have lower copayments when you use these drugs.

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

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

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a \$10 copayment.
- When a generic equivalent is available and you obtain the brand name version, you will be responsible for the applicable brand name copay.

Concurrent Drug Utilization Review

Concurrent Drug Utilization Review (C-DUR) works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. C-DUR involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer, before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

Step Therapy is another element of C-DUR that consists of specialized programs that review pharmacy claims submitted for a member against his/her prescription profile and can be used to assist in controlling utilization and promoting quality, cost-effective drug therapies for patients. All therapy protocols developed by APM are reviewed and approved by the P&T Committee. The current drugs affected by step therapies are: Ambien CR, Arthrotec, Celebrex, Enbrel, elidel, Lunesta, Monopril, Penlac, Prilosec, Prevacid, Rozerem & Zegerid.

A step therapy is requiring drug X, Y, or Z prior to receiving drug A. Step therapy protocols are built in the claims processing system to search the member's history for the required drugs. If the claim history does not indicate the member has had drug X, Y, or Z; drug A will reject at the point of service pharmacy.

The member, pharmacy or physician may contact Anthem Prescription Customer Service to clarify the claim rejection.

An APM representative reviews the criteria with the caller. The caller is advised if the request is approved or more information is required.

If additional information is needed, the member, pharmacy, or Anthem Prescription may contact the physician. The physician may supply the additional information via telephone or fax.

An APM support Specialist reviews the additional information and compares it to the step therapy protocol. The request will be approved and authorization entered into the pharmacy claim processor if the information matches the step therapy protocol. Criteria is not met if the information does not match the step therapy protocol. The caller is informed of the status of the request.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail service pharmacy program. Members can order up to a 90-day supply of these maintenance medications and have them delivered directly to their home.

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

National Pharmacy Network

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

Points to Remember

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

Prescription Drug Eligibility

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

Limits and Exclusions

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

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



Salem Board of Education Teachers
Century Preferred, effective July 1, 2014
\$25/\$400/\$100/\$150
Benefits at a Glance Salem BOE

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$25	Deductible & Coinsurance
Hospital (HO) Copayment	\$400	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$100	\$100
Outpatient Surgery (OS) Copayment	\$150	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$400/\$800/\$1,200
Coinsurance		30% after deductible up to
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)		\$2,400/\$4,800/\$7,200
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care* See reverse side for schedule of visits	No charge	Deductible & Coinsurance
Periodic, routine health examinations*	No charge	
Routine OB/GYN visits	No charge	
Mammography	No charge	
Hearing screening	No charge	

MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, and SPECT scans</i> <i>Note: \$375 Copayment maximum per member per calendar year</i>	\$75 Copayment per service (see note)	
Allergy Services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	OV Copayment \$25 copay	

HOSPITAL CARE – Prior authorization required.

Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	HO Copayment	Deductible & Coinsurance
Maternity and newborn care	HO Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HO Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	

EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UC Copayment	Not covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance – <i>air and land are unlimited</i>	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services <i>30 visit maximum for PT, OT, & ST. 20 visit maximum for Chiropractic care.</i>	OV Copayment	Deductible & Coinsurance
Durable medical equipment & Prosthetic devices – <i>Unlimited calendar year maximum (limited to certain items)</i>	No charge	
Home Healthcare; includes benefits for medical social services- <i>200 visits per member per calendar year</i>	No charge	
Outpatient cardiac rehabilitation therapy up to 36 visits per cardiac episode	No charge	
Infertility Services – <i>Prior Authorization required, State mandated benefits apply</i>	Applicable Copayment	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient- <i>Prior Authorization required</i>	HO Copayment	Deductible & Coinsurance
Outpatient/office visits	OV Copayment	

*** Schedule of health examinations:**

- 7 visits for ages 0 to 1
- 7 visits for ages 1 thru 5
- 1 exam a year for ages 5 thru 12
- 1 exam a year for ages 12 thru 22
- 1 exam a year for ages 22+

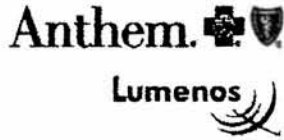
***Routine Vision & Hearing examinations:**

- 1 exam per member every two calendar years

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

This does not constitute your health plan or insurance policy. It is only a general description of the plan. Please refer to your plan documents for exclusions and limitations under the plan.



Lumenos HSA Plan Summary

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

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2013, contributions can be made to your HSA up to the following:
 \$3,250 individual coverage
 \$6,450 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$2,000 individual coverage
 \$4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:
 100% for in-network providers 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network 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 HSA, your Bridge responsibility and your coinsurance amounts.

And even -

Earn Rewards

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

Earn Rewards

If you do this:

Complete the MyHealth Assessment online	\$50
Enroll in the MyHealth Coach Program	\$100
Graduate from the MyHealth Coach Program	\$200
Complete our Tobacco Free Program	\$50
Complete our Healthy Weight Program	\$50

Some eligibility requirements apply. See page 2 for program descriptions.

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

Group Gift Card

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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 free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing this program.
- **Healthy Weight Program:** Our 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 dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing the program.

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 test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; 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
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

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

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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-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

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

- Skilled nursing facility services limited to 120 days per 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.
- 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 limitations, 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.

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Lumenos HSA Plan Summary

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

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association.

* Registered marks of the Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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

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APPENDIX D
SECTION 46a-60 (a)(7)

§46a-60. Discriminatory employment practices prohibited

(a) It shall be a discriminatory practice in violation of this section: . . .

(7) For an employer, by himself or his agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform his employees, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position;

SIDE LETTER OF AGREEMENT
RE: MEDICAL INSURANCE WAIVER

Teachers employed during the 2000-01 school year who elected to waive medical insurance benefits will be allowed to continue to elect to receive a cash settlement as follows: \$1,000 in lieu of individual coverage, \$2,500 in lieu of two person coverage, and \$3,500 in lieu of family coverage. This settlement will be prorated on a monthly basis if the employee leaves the school system prior to the end of the fiscal year. An employee who elects to waive medical insurance coverage may re-elect to have the insurance coverage at any time. In such a case, the cash settlement will be prorated on a monthly basis. It is understood that the Board of Education will give the above settlement to those who elected in 2 equal payments, one-half in December and one-half in June. Individuals who re-elect insurance coverage at any time during the year will not have the coverage provided until they settle their prorated financial obligation with the Board. At all times the individual and group must meet the requirements of the Board's insurance carrier(s).

It is understood that this waiver option is available only to current employees who elected the waiver during the 2000-2001 school year. Any current employee who did not elect the waiver will not be entitled to elect the waiver in the future and no new employees will be allowed to elect the waiver. Once an employee who has elected the waiver re-elects to receive insurance coverage, that employee's entitlement to any waiver ceases and the waiver is no longer available to that employee.

Notwithstanding the foregoing, the parties agree that the two (2) employees hired during the school year 2001-2002 who were granted the waiver shall continue to be allowed to elect the waiver unless he/she elects to receive insurance coverage in which case the waiver no longer will be available to him/her. All payments are to be made in December and June for all employees.

FOR THE SALEM
BOARD OF EDUCATION

By MJST
It's Chairperson

3/15/07
Date

FOR THE SALEM FEDERATION OF
TEACHERS, LOCAL 1833, AFT CONNECTICUT
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

By Mary M. Barone
It's President

3/14/07
Date