

# AGREEMENT

BETWEEN  
NEW MILFORD  
BOARD OF EDUCATION  
AND  
CEA-NEW MILFORD

JULY 1, 2021 through JUNE 30, 2022

2020 SEP 29 A 10:57

NEW MILFORD, CT

## CONTENTS

	<u>Page</u>
ARTICLE I – RECOGNITION .....	1
ARTICLE II – BOARD'S RIGHTS.....	2
ARTICLE III – SALARIES.....	2
ARTICLE IV – LEAVES OF ABSENCE.....	6
ARTICLE V – GROUP INSURANCE AND RETIREMENT BENEFITS.....	10
ARTICLE VI – EXTRA-CURRICULAR ACTIVITIES .....	13
ARTICLE VII – NORMAL WORK YEAR.....	15
ARTICLE VIII – TEACHER TRANSFER.....	19
ARTICLE IX – CLASS SIZE.....	20
ARTICLE X – PROMOTIONS.....	21
ARTICLE XI – SEPARATION AND RECALL .....	22
ARTICLE XII – GRIEVANCE PROCEDURE .....	23
ARTICLE XIII – CURRICULUM COMMITTEES .....	26
ARTICLE XIV – MISCELLANEOUS .....	28
ARTICLE XV – DUES DEDUCTION .....	31
ARTICLE XVI – DURATION.....	33
APPENDIX A – TEN LANE SALARY SCHEDULE 2021-2022 .....	34
APPENDIX B – FIVE LANE SALARY SCHEDULE 2021-2022 .....	36
APPENDIX C - EXTRA-CURRICULAR STIPENDS.....	38
APPENDIX D – EXTRA CURRICULAR COACH STIPENDS .....	43
APPENDIX E – CURRICULAR TYPE ACTIVITY ANNUAL STIPEND SCHEDULE .....	45

APPENDIX F – CURRICULAR TYPE ACTIVITY HOURLY AND PER EVENT STIPEND SCHEDULE .....	46
APPENDIX G – SABBATICAL LEAVE APPLICATION .....	47
APPENDIX H – GRIEVANCE FORMS A, B AND C .....	48
APPENDIX I – HEALTH INSURANCE PLAN .....	51
APPENDIX J – VISION CARE PLAN.....	59

## PREAMBLE

This Agreement is made and entered into, by and between the New Milford Board of Education (hereinafter referred to as the "Board") and the CEA-New Milford (hereinafter referred to as the "Association").

The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law. It is understood by the Board and the Association that this is a legally binding contract.

This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues unless changed by mutual consent of both parties. Such changes will be in writing and attached hereto.

## ARTICLE I RECOGNITION

### 1.01 Recognition

- A. For purposes of negotiations concerning salaries and all other conditions of employment under Section 10-153 of the Connecticut General Statutes, the Board hereby recognizes the Association as the exclusive representative for the following certified professional employees:

The group of certified professional employees who are employed by a local board of education in positions requiring a teaching or other certificate or durational shortage area permit and are not included in the administrators unit or excluded from the purview of Sections 10-153a to 10-153n, inclusive.

### 1.02 Non-Representation by the Association

- A. The Superintendent of Schools hereinafter referred to as the "Superintendent", Associate Superintendents, Assistant Superintendents, certified professional employees of the Board employed in positions requiring an intermediate administrator or supervisor certificate, certified professional employees who act for the Board in negotiations with certified professional personnel or who are directly responsible to the Board for personnel relations or budget preparation, temporary substitutes, defined as substitutes who work less than 41 days in same position, and all non-certified employees of the Board, will not be represented by the Association and will not be covered by the terms of this Agreement.

- B. Individuals who are hired to replace teachers on leave for at least one-half of the school year will be entitled to benefits; exceptions for shortage areas as delineated by the State Department of Education may be made by the Superintendent.

**ARTICLE II**  
**BOARD'S RIGHTS**

- 2.01 Except as expressly provided otherwise by the specific terms of this Agreement, the Board, acting through itself or through the Superintendent or his or her designees, has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the public school system of the Town of New Milford in all its respects, including but not limited to the operation of the schools, the direction of the professional staff and the power and authority conferred upon the Board by law. No action taken by the Board pursuant to this Article, other than in direct contravention of an explicit provision of this Agreement, will be subject to the grievance and arbitration procedure hereof.

**ARTICLE III**  
**SALARIES**

- 3.01 Salaries, Division of Salaries, Pay Day

- A. Salaries payable to teachers during the terms of this Agreement are set forth in Appendices A-1 and B-1 attached hereto.
- B. Prior to July 1<sup>st</sup> of each year, teachers shall select one of the following methods of payment on a form provided by the school administration:
  - 1. Twenty-one (21) equal paychecks.
  - 2. Twenty-one (21) paychecks, the first twenty paychecks equal to one twenty-fifth of the salary and the twenty-first equal to five twenty-fifths.
- C. When a regularly scheduled pay day falls on a holiday or during a vacation, the Board will make a reasonable effort to pay teachers on the last normal work day prior to the said pay day.
- D. Salary payment shall be made by direct deposit method.

- 3.02 Salary Levels

- A. Teachers employed by and working for the Board as of June 30, 2021 shall be paid in accordance with the salary schedule listed in Appendix A of this Agreement and applied and interpreted in concert with the following definitions:

1. Level - BA = Bachelor. A baccalaureate degree earned in an accredited college or university.
  2. Level - BA + 12; Level - BA + 24; Level - BA + 30 = Bachelor's degree plus 12, 24 or 30 additional graduate credits in a planned program from an accredited college or university which studies are applicable toward a standard Connecticut teaching certificate, or a program approved by the teacher and Superintendent as per Section 10-145b(c) of the Connecticut General Statutes.
  3. Level - MA = Master's degree from an accredited college or university. A Master's degree requiring 60 credits or more is paid at Level - MA + 30.
  4. Level - MA + 12; Level - MA + 24; Level - MA + 30 = Master's degree plus 12, 24 or 30 additional graduate study credits earned at an accredited college or university in an area of the teacher's assignment in New Milford or with the prior approval of the Superintendent.
  5. Level - 6th Year = A Certificate of Advanced Study from an accredited college or university in the area of the teacher's assignment in New Milford or with the prior approval of the Superintendent. Two Master's degrees from accredited colleges or universities both of which are in the area of the teacher's assignment in New Milford.
  6. Level Ph.D. = An earned doctorate from an accredited college or university in the area of the teacher's assignment in New Milford or with the prior approval of the Superintendent.
- B. Teachers hired by the Board on or after July 1, 2021 shall be paid in accordance with the salary schedules listed in Appendix B of this Agreement and applied and interpreted in concert with the following definitions:
1. Level - BA = Bachelor. A baccalaureate degree earned from an accredited college or university.
  2. Level - BA + 30 = Bachelor's degree plus 30 additional graduate credits in a planned program from an accredited college or university which studies are applicable toward a standard Connecticut teaching certificate, or a program approved by the teacher and Superintendent as per Section 10-145b(c) of the Connecticut General Statutes.

3. Level - MA = A master's degree from an accredited college or university.
4. Level - MA + 30 = Master's degree plus 30 additional graduate study credits earned at an accredited college or university in an area of the teacher's assignment in New Milford or with the prior approval of the Superintendent.
5. Level - 6th Year = A Certificate of Advanced Study from an accredited college or university in the area of the teacher's assignment in New Milford or with the prior approval of the Superintendent. Two Master's degrees from accredited colleges or universities both of which are in the area of the teacher's assignment in New Milford.
6. The Board will pay an additional \$1,000 per year upon attainment of an earned doctorate subject to the provisions of Section 3.04 of this Article for all teachers hired by the Board on or after July 1, 2021.

3.03 Credit for Past Service

- A. The Superintendent will have the sole and exclusive authority with respect to crediting or not crediting past services for purposes of initial placement on a level of the appropriate salary column.

3.04 Attainment of Sixth Year or Doctorate

- A. The attainment of a sixth year certificate or a doctorate will not be considered sufficient to qualify a teacher for advancement to the 6th year or doctorate columns of the salary schedule unless it is earned in the area of the teacher's assignment in New Milford or unless the program has the prior approval of the Superintendent.

3.05 Placement or Advancement to Any Column above BA

- A. As a condition precedent to placement on or advancement to any column above the BA, the teacher must submit to the Superintendent for his or her approval his or her transcript, signed by the Dean or equivalent administrative officer at the college where the credits were earned. Teachers will submit a written evaluative statement concerning the relative merits of the planned program or credits to the teacher's assignment in New Milford.

3.06 Department Chairpersons

- A. Department Chairpersons, Team Leaders, Head Teachers, and Coordinators shall be compensated pursuant to Appendix E.
- B. All compensation paid under this Section will be included within the teachers' regular salary payments. The Appendix E compensation will not be included in any per diem calculations.

3.07 Longevity Pay

- A. The Board will compensate teachers with extended teaching service in New Milford, over and above the existing salary schedule, as follows:

Years of Service:

1.	After 15, 16, 17 and 18 years	\$ 805
2.	After 19, 20, 21, 22 and 23 years	1,288
3.	After 24, 25, 26, 27 and 28 years	1,449
4.	After 29 years	1,610

- B. These amounts are not cumulative.

3.08 Guidance Counselors

- A. Compensation for Work Year Extension. Bargaining unit members not paid on an established fee schedule who are required to extend their work year shall be paid at a per diem rate calculated as follows: teacher annual salary multiplied by a factor of 1 divided by the number of work days in the school year. The hourly per diem rate is the per diem rate divided by 7.25. Summer school assignments are not considered to be an extension of the work year.

3.09 Assignment to More Than One School

- A. Itinerant teachers. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
- B. Mileage allowance for itinerant teachers. Special teachers, on an itinerant basis, shall be paid mileage at the IRS rate when the teacher must report to more than one school on a given day. Mileage shall be measured from the first school to the next school. A schedule of actual mileage between the various schools will be posted in the Superintendent's office and the teachers' room in each school



### 3.10 Withholding of Increments

- A. When a determination is made on the basis of performance evaluation that a teacher is not being recommended for an increment and/or salary increase, said teacher shall be notified by the Superintendent in writing on or before April 30th. The reasons for the determination shall be stated in the notice. The April 30 date may be extended for thirty (30) days provided that, prior to April 30, the teacher receives written notification of the extension with reasons why the withholding of increment and/or salary increase is under consideration.
- B. Those teachers below maximum not being recommended for incremental increase shall hold step on the salary schedule. Upon receiving a satisfactory evaluation, said teacher shall receive a one step increment on the salary schedule in the following year.
- C. Those teachers at maximum who do not receive a satisfactory evaluation shall not receive an increase in salary until a satisfactory evaluation is received. In the school year following a satisfactory evaluation, said teacher shall receive the appropriate salary as stated on the salary schedule.

## **ARTICLE IV** **LEAVES OF ABSENCE**

### 4.01 Personal Illness

- A. Each teacher shall be allowed fifteen (15) days absence without loss of pay during each normal work year, provided such absence is due to the illness of the teacher. To the extent not used, this sick leave shall be allowed to accumulate from normal year to normal year to the number of days equal to the number of days in the teachers' work year. Teachers who were employed as of June 30, 1995 and who have accumulated sick days in excess of the above limitation will continue to have use. (This provision is not retroactive from its inception.) If and when the accumulation goes below the above limit the stated limit shall apply.
- B. Teachers unable to attend to their school duties for the above stated reason, or otherwise, shall notify their immediate supervisor as promptly as possible, stating the probable duration of their absence, so that arrangements may be made to obtain a substitute.
- C. An absence must be entered into the computer system and recorded as directed by the administration. A doctor's statement shall be required, if deemed necessary by the Superintendent or the designated supervisory administrator.

- D. Each teacher shall be allowed to utilize five (5) days of sick leave without loss of pay during each normal work year for illness in the teacher's immediate family, as such term is defined in Section 5.02 C. 1. of this Article provided the teacher is the primary care giver for the immediate family member.
- E. Sick Leave Loyalty Program. Teachers who have accumulated fifty (50) days of sick leave shall earn credit for each additional unused sick day accumulated. Teachers who have been employed with New Milford Public Schools for twenty (20) or more years of service shall be paid a sum of \$50 for each day accumulated beyond fifty (50), up to a total of 136 days, upon retirement from teaching. Teachers must notify the Board of their intention to retire prior to October 31 and must apply for retirement through TRB prior to March 1. A teacher who wishes to rescind his/her intention to retire must notify the Board prior to March 1. The Superintendent shall have the authority to waive the above timelines in the event of unusual circumstances. Payment shall be made on or about June 30.

#### 4.02 Personal Days

##### A. Leave for Personal Reasons.

- 1. Teachers shall be eligible to take up to three (3) personal days per school year without being required to support the use of leave with a compelling reason. Personal leave days may only be taken with twenty-four (24) hours or more advance notice, whenever possible, to the building principal. Use of personal leave days shall be scheduled with the approval of the building principal and shall not extend vacation periods, holidays or other school closing periods. Prior permission must be granted in order for a teacher to be absent without loss of pay.

- B. Religious. Personal leave for religious reasons shall not exceed three (3) days per school year. No teacher shall be required to pay for his or her substitute when absent from school in the observance of a religious holiday, which observance is required by the tenets of the teacher's religion and which cannot be accommodated outside of school hours.

##### C. Bereavement

- 1. Personal leave for death in the immediate family may not exceed five (5) days per year, per incident. Immediate family shall include the following: parent, grandparent, siblings, spouse, children, step children who were raised by the employee, grandchildren, mother and father of spouse.
- 2. In the event of the death of a relative other than those specified in section C.1. above, domiciled in the teacher's home at the time of the death, the teacher is entitled to one (1) day of leave.

4.03 Pregnancy

- A. The teacher shall notify the Superintendent in writing at least two (2) months before the anticipated commencement of disability due to pregnancy unless emergency medical conditions exist.

4.04 General Leave

- A. Extended leaves, with or without salary, may be granted at the discretion of the Board of Education or designee. All leaves under this Section shall be applied for as far in advance as possible.
- B. Teachers returning from a leave of absence shall return to a position for which they are certified unless the teacher is laid off pursuant to Article XII of this Agreement. Insurance coverage shall be continued during the period of leave at the teacher's expense. Extended leaves under this Section shall not count toward accrued time.
- C. Failure to return to employment upon expiration of the leave of absence shall be deemed to be a resignation and the teacher shall forfeit all rights under this Agreement.

4.05 Sabbatical Leave

- A. After seven (7) years of continuous service in the New Milford Public School System, a teacher with a standard certificate may apply for a sabbatical leave of one year at three-quarters (3/4) annual salary prevailing at the time of sabbatical leave. As a condition to the granting of a sabbatical leave, a teacher shall agree in writing to return to employment in the New Milford School System for a period of three (3) school years upon the conclusion of the sabbatical leave, or, in the alternative, to reimburse the Board of Education for all payments made by the Board during the sabbatical leave. Further, the teacher shall execute a promissory note payable to the New Milford Board of Education in an amount equal to the total payments the teacher will receive while on such leave. The terms of the note will state that if a teacher chooses not to return to employment for three (3) school years upon expiration of the leave, the teacher shall be financially responsible to reimburse the Board all monies received while on sabbatical leave on a pro-rata basis, that is, one-third for each year of the three-year commitment.
- B. One-half (1/2) of such sabbatical leave salary shall be paid on the regular pay days during the period of leave, the balance shall be paid in installments on the first four (4) regular pay days after return to duty.
- C. A teacher whose employment is terminated by the Board prior to complete payment of the sabbatical leave pay shall be entitled to receive only those installments of

such pay as become payable prior to the date of such termination. The teacher's contract may, at the discretion of the Board, be terminated if the terms of the sabbatical are not fulfilled.

- D. Such leave shall be for study or travel sponsored by the college or university for which it gives course credit and will directly benefit the teacher in the performance of his or her assignment in New Milford. If travel be proposed, an itinerary must be presented with specific learning experiences cited to be acquired from the travel, and subsequent presentation to the school system in the form of lectures, films and/or discussions by which the system will benefit.
- E. Applicants will be screened by a committee of three (3) teachers from the Superintendent's Advisory Council, chosen by that committee, and two (2) administrators chosen by the Superintendent. The Board will take the committee's recommendation into consideration. Granting of applications for sabbatical leave shall be at the discretion of the Board. Generally (but not necessarily), preference shall be given to applications of those teachers with the longest service in the New Milford School System. In no event shall leave be granted to more than two (2) teachers during any one year.
- F. In no event shall leave be granted if a qualified substitute is not available.
- G. Applications for sabbatical leave (Appendix G attached hereto) shall be submitted in writing, on forms provided by the Superintendent, not later than October 15th of the school year prior to the school year in which the sabbatical leave is to be taken.
- H. The returning teacher will submit a report in writing to the Superintendent no later than November 1 of the year he or she returns. The report shall include an explanation of studies or course travels and their relation to the teacher's assignment in New Milford.
- I. The returning teacher shall be placed on the proper step of the salary schedule as if he or she had taught continuously during the period of the leave.

#### 4.06 Childrearing Leave

- A. Childrearing leave for teachers, without pay, may be granted by the Board of Education for the purpose of childrearing after the birth or adoption of a child.
- B. Childrearing leaves associated with the birth of a child shall be applied for, in writing, to the Superintendent's office, no later than three (3) months prior to the anticipated date of birth of the child, unless emergency conditions exist. Such leave shall commence within three (3) months of the birth of the child or, in the event the teacher is on disability leave due to pregnancy, at the termination of the disability leave.

- C. Childrearing leaves associated with the adoption of a child shall be applied for, in writing, to the Superintendent's office, as far in advance as possible. Such leave shall commence within three (3) months of placement.
- D. Childrearing leaves shall be scheduled and provide for a return at a breakpoint convenient to the district, i.e., the end of the school year, semester, marking period, or other agreed upon natural division. For childrearing leaves which begin in the second half of the school year, the teacher may, prior to May 1, request that the leave be extended for the following school year.
- E. Insurance coverage shall be continued during the period of the leave at the teacher's expense. Leaves under this Section shall not count toward accrued time.

**ARTICLE V**  
**GROUP INSURANCE AND RETIREMENT BENEFITS**

5.01 Health Insurance

- A. The Board shall offer each bargaining unit member single, couple or family group health insurance benefits through the Connecticut State Partnership Plan 2.0 (SPP), subject to the conditions set forth below.
- B. The health plan benefits shall be as set forth in the SPP effective on July 1, 2021, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. For informational purposes, a summary of SPP benefits is set forth in Appendix I.
- C. The premium rates shall be set by the SPP. The parties acknowledge that the rate set by the SPP will be adjusted to achieve a blended rate to provide retired certified employees with insurance coverage at the same rate offered to active employees, as required by statute.
- D. Individual Comprehensive Dental Plan providing coverage for preventive services at 100%, general services at 80%, and major services at 50%, subject to an annual deductible for general and major services of \$50 per individual and a maximum benefit of \$1,000 per calendar year. The annual family deductible for general and major services is \$150. Members shall elect family coverage pursuant to this subparagraph by the first week of any school year.
- E. Vision Care Plan as outlined in Appendix J.

F. Premium Sharing. Teachers will participate in premium sharing for health, vision and dental insurance coverages, as follows:

2021-2022  
23.5% of the premium equivalent/  
allocation rate for individual, two-person  
& family coverage

G. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1,400 family annual deductible those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1,400 annual deductible shall be implemented through claims administration.

H. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with mid-stream negotiation and arbitration provisions contained in the Connecticut General Statutes as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:

- i. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change to the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or
- ii. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Employer, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein; and/or
- iii. If there is any material amendment to The Patient Protection and Affordable Care Act (ACA; P.L. 111-148), as amended, inter alia, by the Consolidated Appropriations Act of 2016 (P.L. 114-113) that would substantially increase the cost of the medical insurance plan offered herein.

I. In any negotiations triggered under subparagraph "F" above, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the health insurance set forth in Article V of the parties' 2018-2021

collective bargaining agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing when applying the statutory criteria in making its ruling.

- J. The Board shall maintain a "Section 125" Salary Reduction Agreement for the purpose of enabling eligible Teachers to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$250 to a maximum of \$1,000 per Plan Year for Health Reimbursement, and by a minimum of \$250 to a maximum of \$5,000 per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur that are not covered by the Health Insurance Plans described in the Agreement between the Board and the Association, including, but not limited to, their share of the premium costs for such Plans. 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 contributions. 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. This waiver on the part of the Association shall not extend to acts which may be committed by the Board or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

5.02 Life Insurance

- A. Life insurance for teachers in the amount of two hundred (200%) percent of salary.

5.03 Long-Term Disability

- A. Long Term Disability Coverage for teachers with one or more years of service in New Milford who become totally and permanently disabled in accordance with the following:

1. Monthly benefit payments equal to sixty (60%) percent of the teacher's monthly salary (i.e., annual salary divided by twelve), up to a maximum benefit payment of \$6,000 per month, provided the maximum monthly benefit from all sources will not exceed seventy (70%) percent of the teacher's monthly salary.
2. Benefit payments hereunder will be reduced by the amount of any benefits paid to or on the behalf of the teacher which are funded by the Board or the Town of New Milford, by benefits paid under the Federal Social Security Act and the State Workers' Compensation Act, and as otherwise provided by the insurance policy.
3. Benefit payments to eligible teachers will begin with the first full calendar month commencing after the expiration of ninety (90) calendar days following the teacher's last day worked or with the first full calendar month commencing after the teacher has exhausted his or her sick leave benefits, whichever is later.
4. Benefit payments will cease when the disability abates or when the teacher first becomes eligible to receive retirement benefits funded solely by the teacher), whichever is sooner, but in no event will benefits be paid hereunder beyond the month in which the teacher reaches age 65.

5.04 Claim Procedure/Change of Carrier

- A. Disputes concerning payment or non-payment of benefits described in this Article will be taken up by the teacher directly with the insurance carrier and will not be subject to the grievance and arbitration procedure set forth in Article XIII hereof. Notwithstanding the above language, a class action grievance pursuant to subsection 13.03 C. may be filed in the event the Association claims that the Board is failing to provide the benefits that are expressly provided for in this Article. The Board will have the option to change carriers, or to self insure in whole or in part, provided it does not reduce the level of benefits and services set forth in this Article. Thirty (30) days notice of an intended change of carrier shall be given to the Association.

**ARTICLE VI**  
**EXTRA-CURRICULAR ACTIVITIES**

6.01 Definition

- A. Extra-curricular activities are those activities which are sponsored, directed and maintained by the several schools in the Town of New Milford for the benefit and welfare of pupils registered in them.



#### 6.02 Guidelines/Supervision

- A. The Board, teachers and the Association believe that the extra-curricular activity program is an important part of the overall education of each child.
  - 1. Written guidelines shall be developed by the Board for all extra-curricular activities.
  - 2. All extra-curricular activities shall be supervised and evaluated by department heads and administrators.

#### 6.03 Advisors

- A. Advisors shall be selected in the following manner:
  - 1. In the event of an opening in the field of extra-curricular positions, such opening will be posted in each school.
  - 2. Teachers who volunteer or request specific activities shall be given first consideration if their training and/or background equip them to handle an activity well, but first consideration will not be construed to guarantee appointment to the position.
  - 3. If there should be no voluntary teacher request for an activity, the administration may select an advisor to assume responsibility for the activity for a one (1) year period.
  - 4. If there should be no voluntary teacher request for a non-compensated activity, the administration may select an advisor to assume responsibility for the activity for a one (1) year period. In such an event, it should not be required that the activity meet outside of the school day, for more than ten (10) hours in the school year.

#### 6.04 Classification Guidelines

- A. All activities which can function successfully during the school day are more available to the youngsters and put less strain on the teacher's time, therefore, as many as possible should be scheduled.
- B. By their very nature, some activities must take place outside of the school day. The advisors of these shall be compensated according to the amount of time, the size of the group, elements of safety, location, time of activity, and responsibility involved, provided that the activity meets for more than forty (40) hours in the school year.

- C. Activities will be classified (see classification schedule attached hereto as Appendix C) and may be subject to reclassification up or down as the activity or the needs of the school change.
- D. Requests for new activities shall be submitted to the Board. Board approval must be obtained prior to the commencement of the new activity and in order for the new activity to qualify for pay.

6.05 Extra-Curricular Salary Schedule

- A. Salaries payable to teachers assigned to paid extra-curricular positions are set forth in Appendix C attached hereto. Salaries payable to coaches assigned to paid coaching positions are set forth in Appendix D attached hereto.
- B. Chaperoning (Grades 6 - 12). For purposes of this Section of the Contract, chaperoning is defined as monitoring responsibilities. Extra compensation is provided for chaperoning duties at the following activities: all dances, concerts, talent shows and similar student productions of three (3) hours or more including class socials and the freshman reception. The Junior Prom and Senior Banquet are not included in the above paid activities. Advisors of clubs or classes sponsoring a dance and directors of band and choral groups at concert performances will not be compensated if they receive compensation in their status as advisor. The building principal will continue to assign dance chaperones with at least two (2) weeks notice under ordinary circumstances. Assignments may be transferred to another teacher with prior office approval.

**ARTICLE VII**  
**NORMAL WORK YEAR**

7.01 Normal Work Year

- A. The work year for teachers shall be set forth in administrative regulations. The Board may alter the work year at any time. An extension of the work year beyond 186 work days shall be compensated at the per diem rate of  $1/186$  x the teacher's annual salary for each day the work year is extended for teachers.
- B. Should any of the extended day(s) in the work year be three (3) hours or less in duration, teachers shall receive one-half ( $1/2$ ) of the per diem rate for such days.

7.02 Normal Work Day

- A. The starting and dismissal times of all schools shall be set forth in administrative regulations and published for any succeeding year by no later than four (4) weeks prior to the opening of school. The work day shall be seven (7) hours and fifteen

(15) minutes. The time that has been added to the teacher work day as of July 1, 2003 may be student instructional time.

- B. Provided that a teacher has no professional commitment (such as assisting students after school, meeting the professional requirements of his or her position, participating in the activities deemed necessary to the maintenance and development of a good school) after notifying the office, he or she may leave the building ten (10) minutes before the end of the normal work day as defined in the administrative regulations of his or her particular school (the normal work day extends approximately thirty (30) minutes after student dismissal).
- C. In the event the Board of Education should alter the work day for teachers, the Board shall provide the Association with thirty (30) days advance notification and shall meet with the Association to negotiate the impact of such alteration. Such negotiations shall be subject to the provisions of Connecticut General Statutes Sections 10-153a through 10-153f. This paragraph shall not be applicable to alterations in the work day which are otherwise covered by a specific provision of this Agreement.

#### 7.03 Faculty Meetings

- A. The Board and the Association agree that the primary function of before and/or after school meetings is to inform, to discuss, to advise or to decide. In addition to any voluntary meetings, the following is to be used as guidelines for required before and/or after school meetings:
  - 1. One (1) day each month - Superintendent's general staff meeting or other meeting called or approved by the Superintendent.
  - 2. One (1) day each month - Building meetings called by the principal.
  - 3. Two (2) days each month - Subject field groups, grade level groups or special groups as authorized by the Superintendent or his or her designee.
  - 4. Meetings will not exceed a reasonable amount of time. Meetings shall be scheduled consistently on the same day of each week to the greatest extent possible and the day chosen for meetings shall be published at each building by the end of the school year for meetings to be held the following school year.
  - 5. An agenda will be provided at least one school day in advance for all meetings unless such meetings are of an emergency nature. (i.e. less than twenty-four (24) hours notice.)
  - 6. A minimum of 48 hours notification will be provided in the event a scheduled meeting needs to be rescheduled for a later date.

7.04 Open House

- A. It is agreed that the purpose of an Open House and similar programs (e.g., curriculum presentations, parent-teacher conferences) is to provide parents with the opportunity to acquaint themselves with the schools' programs and to meet their children's teachers. The building principal shall use his or her judgment in deciding which programs will best suit the needs of the school and community.
- B. Each school unit will have an advisory committee of teachers for the purpose of planning and implementing these activities.
- C. Five (5) evening meetings each school year may be scheduled for Open House or similar programs with teacher attendance required.

7.05 Class Plans

- A. The teacher is expected to be able to provide the principal at any time with plans of at least one (1) week in advance. All plans should include seating charts and class lists, not only as part of the teacher's general organization, but as an assist to substitutes.

7.06 Planning/Preparation/Substitute/Additional Instruction Periods

- A. Planning Period. Considering the fact that a certain amount of time during the normal teaching day should be spent away from the children to facilitate planning and preparation and procurement of selected materials, Elementary and Intermediate school teachers will continue to receive a minimum of 225 minutes of duty free planning time per week, and a minimum of one (1) period a day of at least 25 minutes.
- B. Preparation Period. All Middle and High School teachers will have at least as many preparation periods per week as a normal academic class (excluding labs and unusual schedules) meets in a week.
- C. Substitute Services. When a teacher is requested and agrees to perform substitute services, or when in the event of any emergency a teacher is required to perform substitute services, which services result in the loss of the teacher's planning period, the teacher shall be compensated for the loss of the planning period at the rate of \$30 per period.
- D. Additional Instruction Period.
  - 1. The Superintendent of Schools may, upon written application, permit teachers certified in areas where there is a recognized shortage of certified

teachers such as mathematics, science, and industrial arts - Middle and High Schools, to teach an additional period each day in their area of certification in lieu of a planning period. The Superintendent's decision in these matters is discretionary and shall not be subject to the grievance procedure.

2. Teachers who are permitted to teach an additional period each day shall be compensated for the additional period of instruction, in an amount equal to 1/7th of the teacher's annual salary, prorated on a per diem basis. The additional compensation shall be included in the teacher's regular paychecks.
3. Teachers at the high school and middle school, who after consultation with the Superintendent or his or her designee, are assigned to teach an additional period other than as provided in paragraph (1) of this Section, which assignment results in the loss of a teacher's planning period, shall be compensated for the additional period of instruction in an amount equal to 1/7th of the teacher's annual salary, prorated on a per diem basis.

#### 7.07 Duty-Free Lunch

- A. All teachers will have a duty-free lunch period of reasonable duration and in any event not less than the approximate length of the pupil's lunch period.

#### 7.08 Teaching Responsibilities

- A. Teachers have certain basic responsibilities. Individual teaching responsibilities differ somewhat, depending on the teaching level or grade to which one is assigned. These responsibilities can be shown in four (4) groups, as follows:
  1. Primary Responsibilities
    - a) Preparation of subject matter
    - b) Classroom teaching
    - c) Correction and evaluation of work
    - d) Individual student instructional assistance
    - e) Communication with parents/guardians
  2. Secondary Responsibilities
    - a) Home Room supervision, attendance and guidance
    - b) Study Hall supervision (Grades 6-12)
    - c) Faculty meetings
    - d) Clerical duties (student scholastic records,
    - e) Proctoring and administering examinations
  3. Professional Responsibilities
    - a) Subject area meetings

- b) Curriculum planning
- c) Building Advisory Committee
- d) Self-improvement in subject area

4. Miscellaneous Supervision - Teachers shall be assigned in an equitable manner.

- a) Cafeteria supervision
- b) Bus duty
- c) Monitoring duties
- d) Playground supervision

#### 7.09 Change in the Work Day

The Board of Education, subject to a teacher's approval, may change the start and/or the end of said teacher's work day so as to afford opportunities to students not otherwise available during the school day. The change in the start or the end of the work day pursuant to this Section shall not increase or decrease the number of hours within a work day. Teachers will be notified of any change in the work day, pursuant to this Section, at least two (2) weeks prior to the effective date of such change.

### **ARTICLE VIII** **TEACHER TRANSFER**

#### 8.01 Assignment/Transfer

- A. The assignment and transfer of teachers within the school system is the responsibility of the Superintendent. Assignment shall be made only after an effort has been made to meet the reasonable requests and desires of any teacher concerned.
- B. Teachers shall be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, by June 1st of the current school year or as soon thereafter as feasible.
- C. To the extent possible, changes in grade assignment in the elementary schools, and in subject assignment in the secondary schools, shall be voluntary and in any case shall not be effected or announced without prior personal conference with the individual involved. A change in assignment within a building unit may be handled directly by the supervising principal, subject to the Superintendent's approval, following a conference with the teacher involved.

D. Involuntary Transfer

1. When making involuntary transfers from one school to another, the Superintendent and/or Board will make every effort to consider the teacher's applicable seniority in addition to the teacher's ability to perform the assignment to which the transfer will be made. The effort will also be made to transfer the teacher to a comparable position if available.
2. Seniority is defined as the total number of years of uninterrupted service within the New Milford School system in a position requiring state certification.

E. The Board reserves the right to make transfers in a manner which best serves the interests of the New Milford School System.

**ARTICLE IX**  
**CLASS SIZE**

9.01 Class Size Guidelines

A. In establishing a standard for a normal teacher assignment, the following are hereby set forth as guidelines:

1. Elementary and Intermediate

Average of twenty-five (25) students per class.

2. Middle School and High School

Five (5) classes, one (1) duty, one (1) planning period, and responsible for a minor extracurricular activity. A pupil teacher ratio of one hundred (100) to one hundred and twenty-five (125) pupils shall be established as a desirable range, and with regard to non-academic subjects, if availability of teaching stations permits.

3. Special Teachers

The Board of Education agrees to continue to make reasonable efforts to follow state guidelines concerning organization patterns for special needs classes.

**ARTICLE X**  
**PROMOTIONS**

10.01 Definition of Promotion

- A. Promotion is hereby defined as a move of a teacher by the Board from a position in the bargaining unit to a position paying an annual salary which is higher than or in addition to the teacher's salary schedule but does not require an administrator's certificate. Extra-curricular positions and positions where extra pay is earned principally as a result of an expenditure of additional time, such as work done either prior to the opening or after the closing of the school year are not included.

10.02 Notification of Vacancies

- A. Permanent vacancies in positions described in 10.01 A. (above) which the Board desires to fill will be publicized in every school as far in advance as possible and ordinarily at least two (2) weeks in advance of filling the vacancy on a permanent basis. Such notice will be dated and will include position title, salary range, a brief description of position duties and the minimum qualifications for filing an application for such vacancy. Nothing herein will prevent the Board from filling the vacancy on a temporary basis from any source. Teachers interested in receiving notification of promotional positions which open during the summer months shall so notify the Superintendent's office and provide the office his/her summer address.

10.03 Application for Vacancies

- A. Teachers desiring to be considered for promotion to the vacancy must submit a written application to the Superintendent or designee within two (2) weeks following the date of the notice referred to in 10.02 Notification hereof. Nothing herein will prevent the Board from considering applicants from outside the bargaining unit.

10.04 Qualification for Vacancies

- A. Where an applicant from the bargaining unit is qualified, in the judgment of the Board, to fill the vacancy and is at least equally qualified with the most qualified applicant for the vacancy from outside the bargaining unit, said applicant from within the bargaining unit will be given preference. The Board will not exercise its judgment arbitrarily or capriciously.



**ARTICLE XI**  
**SEPARATION AND RECALL**

11.01 Reduction in Number

- A. In the event the Board determines that a reduction in the number of teachers within a department, school or specialty field is necessary, teachers therein will be laid off in the following order provided those remaining are qualified to do the work available:

First: Voluntary terminations and retirements  
Second: Non-tenured teachers  
Third: Tenured teachers

11.02 Criteria for Determining Qualifications

- A. In the event that the Board decides to lay off a teacher, pursuant to this Article, the Board will take into account the following criteria when determining the qualifications of those employees under consideration for termination:

1. Areas of certification;
2. Length of service as a teacher in New Milford;
3. Job performance;
4. Special skills and training;
5. Needs of the system

After the above criteria have been taken into account the Board may consider additional criteria, based upon the needs of the school system as such needs are determined by the Board.

11.03 Board's Right to Dismiss or Not Re-employ Teachers

- A. Nothing in this section is intended to abrogate the Board's right to dismiss or not re-employ teachers under Section 10-151 of the General Statutes. This section is limited to situations that require reduction in staff. The Board will provide the Association with an updated seniority list by January 1 of each school year. Said list will include all teachers, the date the initial contract was signed, including all leaves of absences, and areas of certification.

11.04 Termination of Tenured Teacher

- A. If a contract of a tenured teacher is terminated because of the elimination of a position, the name of that teacher shall be placed on the reappointment list and shall remain on such list for a period of three (3) years. If a teaching position becomes available, the Board shall determine the qualifications for that position. The

Superintendent shall notify all persons on the rehire list who, at the time of termination, held a position comparable in hours (e.g., part-time/full-time) and certification with the available position, by mailing notice thereof to the most recent address furnished by such persons to the Superintendent.

- B. The persons so notified who wish to be considered for the available position shall, within ten (10) days of delivery of such notice, submit an application for the position. Failure or refusal by a person to apply for such position shall result in that person's name being removed from the reappointment list.
- C. The Board will offer an available position to qualified applicants for the position in the reverse order of termination of such qualified applicants. The teachers shall accept or reject the offer of appointment within ten (10) calendar days after receipt of such notification. If the individual rejects the appointment offer or does not respond according to this procedure, that name will be removed from the reappointment list.

#### 11.05 Recall

- A. When a period of recall, as specified above, extends beyond the date of this Agreement, the recall date shall prevail.

### **ARTICLE XII GRIEVANCE PROCEDURE**

#### 12.01 Rights to Redress

- A. Any teacher who thinks he or she has a claim arising from the implementation of this Agreement has the right to seek redress through proper channels. No one may act to deter a teacher from using the grievance procedure, and no teacher's professional status will in any way be affected by his or her use of the grievance procedure.
- B. "Days" shall mean days when school is in session.

#### 12.02 Right to Representation

- A. The teacher's right to representation at any and every stage of the grievance procedure is guaranteed. A teacher may select any Association representative to represent him or her.

#### 12.03 Formal Procedure

- A. Level One – Principal or Immediate Supervisor

1. A teacher with a grievance, which grievance results from a decision by such teacher's principal or supervisor shall file the grievance in written form, using Grievance Form A, with the principal or immediate supervisor within thirty (30) days after the grievant knew or should have known of the act or conditions on which the grievance is based. If the teacher fails to file the grievance within the time limit set forth in this section, then the grievance shall be considered to have been waived. The written appeal shall contain a statement setting forth the provisions of the agreement claimed to have been misinterpreted.
2. Within ten (10) days after receipt of the written grievance, the principal or supervisor shall meet with the aggrieved teacher in an effort to resolve the grievance. The principal or supervisor will, within ten (10) days of the meeting, give an answer to the teacher involved.

B. Level Two - Superintendent of Schools

1. If a grievance filed at Level One is not satisfactorily settled at that level or in the event that no decision has been rendered within ten (10) days after the presentation of the grievance, the teacher may make a written appeal to the Superintendent within fourteen (14) days thereafter.

If the grievance results from a decision by the Superintendent of Schools, the grievance will be filed initially at this level. The teacher shall use Grievance Form A and the written appeal to the Superintendent must be filed within thirty (30) days after the grievant knew or should have known of the act or conditions on which the grievance is based. Otherwise the grievance shall be considered to have been waived. The written appeal shall contain a statement setting forth the provisions of the agreement claimed to have been misinterpreted.

2. The Superintendent will review the appeal or initial grievance and, at his or her discretion, schedule a hearing or meeting, at a mutually agreed upon date and time, to consider the grievance. Within fifteen (15) days of the Superintendent's receipt of the request or of the hearing or meeting to consider the grievance, whichever is later, the Superintendent will render a decision. A copy of the decision will be sent to the teacher.

C. Class Grievance

1. If, in the judgment of the Executive Committee of the Association, a grievance affects a group or class of the unit, the President of the Association may submit such grievance in writing to the Superintendent using Grievance Form B. The procedures set forth in sub-paragraph A. of this Section shall be followed in processing class grievances.

2. The administration may request, in writing, that the Executive Committee of the Association process as a class grievance two (2) or more individual grievances which, in the opinion of the administration, are related.

D. Level Three – Board of Education

1. Within fifteen (15) days of the Superintendent's decision, the teacher may appeal the decision of the Superintendent to the Board, using Grievance Form C. The Board, in consultation with the Superintendent and the Association, will schedule a meeting for the presentation of the grievance by the Association within thirty (30) calendar days of the Board's receipt of the teacher's appeal. The Board will render a decision and notify the grievant of its decision.
2. The forms to be used (Appendix H) for filing grievances according to this section (Formal Procedure) will be available in each school.

12.04 Arbitration

- A. Within a thirty (30) calendar day time limit after receipt of the Board's decision, the Association may appeal the decision of the Board to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Board and the Association will share the cost of the arbitrator equally. The decision of the arbitrator shall be binding unless the same is contrary to the law.
- B. No grievance will be submitted to arbitration and no grievance will be arbitrable, unless it actually involves the interpretation or application of an express and specific provision of this Agreement. Further, the arbitrator will only have authority to determine whether the Board violated an express and specific provision of this Agreement and will not have authority to add to, detract from or modify any such provision of this Agreement.

12.05 Time Limits

- A. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement. Failure on the part of the grievant or the Association to process the grievance to the next level within the time limit specified shall terminate the grievance.

**ARTICLE XIII**  
**CURRICULUM COMMITTEES**

13.01 Playing an Active Role

- A. It is agreed that teachers shall play an active role in the preparation and evaluation of programs.

13.02 Advice From Teachers/Faculty Groups

- A. The Superintendent and other administrators and supervisors will carefully weigh the advice received from teachers and faculty groups interested in instructional projects. Tentative outlines for proposed curriculum studies will be considered by the Superintendent.

13.03 Setting Up Curriculum Committee/Project

- A. Curriculum Committee. Each curriculum committee shall be instructed as to the following:

1. length of time each member is asked to serve,
2. the service it is to render,
3. the resources the Central Office intends to provide,
4. the date on which the report is to be completed, and
5. the approximate date the committee will be dissolved.

- B. Curriculum Projects. From time to time, the administration may wish to invite individual teachers or groups of teachers to produce a curriculum guide or other document related to the instructional program. In such instances, the Superintendent or his/her designee will provide written notification of the availability of such work, including:

1. a description of the document to be produced,
2. the date by which the project is to be completed, and
3. the aggregate compensation per project to be provided to the teacher(s) upon successful completion of the project.

- C. In the case of curriculum guides, compensation shall be not less than the following:

Aggregate Per Project  
2021 -22

- |   |         |
|---|---------|
| 1. For the development of a curriculum guide for a full-year course (or its equivalent) for which no guide currently exists | \$1,240 |
|---|---------|

- |    |  |        |
|----|--|--------|
| 2. | For the development of a curriculum guide for a half-year course (or its equivalent) for which no guide currently exists | \$ 745 |
| 3. | For the revision of an existing curriculum guide for a full-year course (or its equivalent)                              | \$ 652 |
| 4. | For the revision of an existing curriculum guide for a half-year course (or its equivalent)                              | \$ 403 |

- D. In the case of other curriculum documents, the compensation will be determined by the Superintendent or his/her designee in light of the extent of the task.
- E. Participation in curriculum projects shall be voluntary. Teachers who agree to participate in such projects shall enter into a letter of agreement with the Superintendent or his/her designee which describes the nature of the project, the date on which the project is to be completed, the compensation to be provided upon successful completion. By mutual agreement, the letter of agreement may be modified if circumstances require a change in the project after it has been begun.

13.04 Dissolution of Committee

- A. The Superintendent or his or her designee has the sole power to dissolve any curriculum or study committee. This authority may be exercised at any time during the existence of a committee.

13.05 Communication with Superintendent

- A. Communication between the Superintendent or other administrator/supervisor shall ordinarily be conducted by the project leader.

13.06 Clerical Assistance

- A. Upon request, the Superintendent shall provide clerical assistance to a committee when budgetary considerations permit.

13.07 In-Service Training for New Curriculum

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

**ARTICLE XIV**  
**MISCELLANEOUS**

14.01 Summer School, Home Teaching, and Adult Education

- A. Teachers in the school system shall be given preference to summer school and home teaching assignments, and, in return, will make every effort to fill each available summer school and driver education position. Teachers will fill each available home teaching assignment provided that:
1. volunteers within the subject area or grade level to be instructed will be sought first;
  2. In exigent circumstances the teacher may appeal the assignment to the Principal;
  3. teachers will not be required to accept more than one (1) home teaching assignment at a time.

The schedule for home teaching will be established by the Principal who will make reasonable adjustments on request.

Notwithstanding the above language, nothing herein prohibits the Board of Education from assigning home instruction to non-bargaining unit individuals when there are no volunteers for the assignment. In such an assignment the compensation will be set by the Board of Education in its discretion.

- B. The remuneration for home teaching, summer school, driver education, and adult education assignments is set forth in Appendix F.

14.02 Association Activity

- A. Normally, it is agreed that all Association activities concerning matters of negotiation shall be held before or after school hours, not during the day.
- B. The President of CEA-New Milford shall not be assigned any miscellaneous supervision duties or study halls and shall conduct the duties as President during the last period of the school day. This provision shall not reduce the number of classes the President will be required to teach but will only concern scheduling. In addition, the President of CEA-New Milford (or his/her designee), shall be entitled to receive the names of all teachers participating on District Committees, within five (5) days of the initial meeting of the Committee. Such entitlement will be in addition to the President's right to receive the school census and seniority list. The President of CEA-New Milford (or his/her designee), shall have access to the minutes of District Committees upon request. The President of CEA-New Milford

(or his/her designee) shall designate one member to represent the Association on each Committee.

- C. The Association shall be provided with a list of new hires and their contact information prior to the start of the school year. The Board shall inform the Association within a reasonable time of any teacher hired after the start of the school year. Additionally, the Association shall be notified any time a long-term substitute has been in an assignment for forty (40) consecutive days.
- D. The Board shall provide the Association with at least 30 minutes of time to address newly hired teachers during a new teacher orientation event prior to the start of the student school year, without the presence of school or district administrators.
- E. The Association shall have access to teacher mailboxes and email accounts to conduct Association business.

#### 14.03 Conference Allotment

- A. All requests for reimbursement for conference expenses will be itemized and must receive the approval of the building principal and the Superintendent. Teachers are to obtain the prior approval of the Superintendent or designee in order to attend a conference or a meeting on a school day and/or to receive reimbursement for expenditures for same as indicated above.

#### 14.04 Jury Duty

- A. Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from personal emergency days, sick leave or personal days. The staff member shall receive a rate of pay for each day of jury service equal to the difference between his/her daily salary and regular per diem jury remuneration (when the latter is lesser).

#### 14.05 Use of Facilities

- A. There shall be no use of teacher mailboxes for other than school purposes by teacher or teacher groups without prior notification of the appropriate building administrator.
- B. The use of rooms in a building by a teacher or teacher groups for other than school approved activities shall have the approval of the appropriate building administrator.



#### 14.06 Provisions by the Board

- A. The Board will make a reasonable effort to provide the following in each school building where practicable:
  - 1. space in each classroom in which teachers may safely store instructional materials and supplies,
  - 2. a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials,
  - 3. an appropriately furnished room to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area, and
  - 4. a teacher dining area.

#### 14.07 Personnel Files

- A. Each teacher shall have the right, upon request, to review the contents of his or her own personnel files maintained at the teacher's school or at the Central Office. A representative of the Association may, at the request of the teacher, accompany the teacher in this review.
- B. Privileged information, such as confidential credentials and related references normally sought at the time of employment are especially exempted from review. The administration shall remove these credentials and confidential reports from the file prior to a review of the file by the teacher. Any complaints by a parent of a student or any person, directed toward a teacher and deemed serious enough to become a matter of formal record shall be promptly called to the teacher's attention. A teacher is entitled to know the identity or source of all complaints included in the teacher's personnel file. When material derogatory to a teacher's conduct, service, character, or personality is placed in the teacher's personnel file, the teacher will be so notified. A teacher may photocopy material from his or her personnel file at his or her own expense (charged at the then current rate per page). The teacher shall have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent and attached to the file copy.

#### 14.08 Just Cause

- A. No teacher shall be disciplined, reprimanded reduced in pay or denied any professional advantage without just cause. All action shall be taken with due regard for the privacy of the teacher. This just cause provision is not applicable to proceedings initiated pursuant to Connecticut General Statutes §10-151.

14.09 Joint Health and Safety Committee

- A. Both parties agree to form a Joint Health and Safety Committee to study health and safety issues.

14.10 Teachers' appearance shall befit their professional responsibilities, which include providing a positive role model to students. Clothing should be appropriate to the assignment of the employee.

Examples of unacceptable dress include but are not limited to:

- Miniskirts;
- Underwear as outerwear;
- Inappropriately revealing attire, such as bare midriffs;
- Unsafe or inappropriate footwear;
- Shorts; and
- T-shirts.

Reasonable exceptions for particular field trips, school climate events, fundraising or field days will be considered by the superintendent or designee.

Inappropriate dress may subject a teacher to counseling and/or discipline by administrators.

**ARTICLE XV**  
**DUES DEDUCTION**

15.01 Dues Deduction

- A. All teachers employed by the New Milford Board of Education may voluntarily join the Association. The Board agrees to deduct an amount equal to the Association membership dues by means of payroll deduction from the salary of each teacher who voluntarily and in writing submits to the Board a written authorization for such deductions. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board of Education and the Association in the month of August of any year. If said notice is timely delivered, it shall mean that in the coming year said teacher shall no longer be a member of the Association. Deduction for Association membership dues shall occur according to a mutually agreeable schedule. The amount of Association membership dues shall be certified to the Board prior to the opening of school each year.

15.02 Association Membership

The singular reference to the "Association" in this Article shall be interpreted as referring to the CEA-New Milford, the Connecticut Education Association, and the National Education Association.

15.03 Resignations, Retirements, Leaves

- A. If during the school year, a teacher resigns, retires, receives a leave, or has his/her employment terminated, the balance of the annual dues shall be deducted from his/her final paycheck.

15.03 Forwarding of Monies

- A. The Board agrees to forward to the CEA-New Milford each month all monies deducted during that month for dues and service fee deduction.

15.04 List of Bargaining Unit Members

- A. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of bargaining unit employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

15.05 Authorization of Deductions

- A. The right to refund the employee's monies deducted from their salaries under such above authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excess deductions.

15.06 Save Harmless

- A. The Association shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, or other forms of liability, including all costs and reasonable attorney fees which may arise by reason of any action taken in making deductions and remitting same to the Association pursuant to this Article.

15.07 Dues Deduction

- A. Dues for the Association will be deducted from the first twenty (20) paychecks distributed to each teacher.

15.08 Other Deductions

- A. The payroll deduction process is available to teachers, if desired, for payments to the Waterbury Teachers Federal Credit Union, and Tax Sheltered Annuity Programs for Teachers.

**ARTICLE XVI**  
**DURATION**

16.01 Effective Dates of Agreement:

The provisions of this Agreement shall be effective as of July 1, 2021 , and shall continue and remain in full force and effect to and including June 30, 2022

16.02 Successor Agreement:

The Board and the Association will commence bargaining for a successor to this Agreement in accordance with the requirements of Connecticut General Statutes Sections 10-153d and 10-153f.

16.03 Holdover

In the event that the Board and the Association fail to secure a successor to this Agreement prior to its expiration as set forth in section 16.01 hereof, each provision of this Agreement shall be continued in full force and effect thereafter until such a successor is entered into.

IN WITNESS WHEREOF, the parties hereunto have caused these present to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year written below.

NEW MILFORD BOARD OF EDUCATION

BY Angela Chestain  
DATE 9/29/20

CEA-NEW MILFORD

BY H. Brown  
DATE September 25, 2020

APPENDIX A-1

SALARY SCHEDULE 2021-2022										
	BA	BA12	BA24	BA30	MA	MA12	MA24	MA30	6TH YR	PHD
1	52,281	52,700	53,120	53,330	54,884	55,304	55,721	55,931	57,485	60,592
2	53,584	54,016	54,447	54,660	56,259	56,688	57,119	57,336	58,928	62,121
3	54,902	55,345	55,790	56,011	57,657	58,100	58,545	58,766	60,411	63,698
4	56,233	56,690	57,151	57,382	59,082	59,541	60,002	60,231	61,932	65,336
5	57,580	58,055	58,530	58,768	60,535	61,014	61,580	61,728	63,494	67,025
6	59,091	59,588	60,084	60,331	62,175	62,667	63,164	63,413	65,252	68,932
7	61,346	61,866	62,387	62,645	64,568	65,088	65,604	65,864	67,789	71,635
8	63,892	64,438	64,982	65,252	67,269	67,815	68,359	68,632	70,649	74,682
9	66,692	67,266	67,839	68,124	70,245	70,817	71,389	71,676	73,795	78,034
10	69,915	70,519	71,125	71,427	73,664	74,269	74,875	75,175	77,415	81,893
11	73,634	74,261	74,889	75,203	77,527	78,155	78,783	79,095	81,422	86,074
12	77,239	77,888	78,539	78,864	81,271	81,922	82,571	82,896	85,304	90,122
13	80,992	81,665	82,338	82,676	85,171	85,845	86,517	86,854	89,349	94,343
14	84,745	85,441	86,138	86,488	89,070	89,767	90,463	90,812	93,396	98,564
15	89,807	90,538	91,269	91,635	94,347	95,078	95,807	96,174	98,883	104,307

All teachers not at maximum step at the commencement of the 2021-2022 work year will advance one step on the salary schedule at the half way point of the 2021-2022 work year. The financial impact of this delayed step movement shall be amortized so that teachers will be paid annual salary amounts as reflected in Appendix A-2.

APPENDIX A-2

SALARY SCHEDULE -- 2021-2022  
STEP EFFECTIVE JANUARY 1, 2021 WITH  
PAY AMORITIZED FOR ENTIRE YEAR

	BA	BA12	BA24	BA30	MA	MA12	MA24	MA30	6TH YR	PHD
<b>1</b>	52,242	52,661	53,080	53,290	54,843	55,262	55,679	55,889	57,442	60,546
<b>2</b>	52,933	53,358	53,784	53,995	55,572	55,996	56,420	56,633	58,206	61,356
<b>3</b>	54,243	54,681	55,119	55,336	56,958	57,394	57,832	58,051	59,669	62,910
<b>4</b>	55,568	56,018	56,471	56,697	58,370	58,821	59,274	59,499	61,171	64,517
<b>5</b>	56,907	57,373	57,841	58,075	59,809	60,278	60,791	60,979	62,713	66,181
<b>6</b>	58,335	58,822	59,307	59,550	61,355	61,841	62,372	62,570	64,373	67,979
<b>7</b>	60,218	60,727	61,235	61,488	63,372	63,877	64,384	64,639	66,521	70,283
<b>8</b>	62,619	63,152	63,684	63,949	65,919	66,451	66,982	67,248	69,219	73,158
<b>9</b>	65,292	65,852	66,411	66,688	68,757	69,316	69,874	70,154	72,222	76,358
<b>10</b>	68,304	68,893	69,482	69,776	71,954	72,543	73,132	73,426	75,605	79,963
<b>11</b>	71,775	72,390	73,007	73,315	75,596	76,212	76,829	77,135	79,418	83,983
<b>12</b>	75,437	76,074	76,714	77,034	79,399	80,039	80,677	80,996	83,363	88,098
<b>13</b>	79,116	79,777	80,439	80,770	83,221	83,883	84,544	84,875	87,327	92,232
<b>14</b>	82,868	83,553	84,238	84,582	87,120	87,806	88,490	88,833	91,373	96,453
<b>15a*</b>	86,789	87,499	88,209	88,565	91,197	91,907	92,616	92,972	95,603	100,870
<b>15b**</b>	89,807	90,538	91,269	91,635	94,347	95,078	95,807	96,174	98,883	104,307

\*moving to top step on 1/1/21

\*\* on top step prior to 1/1/21

APPENDIX B-1

SALARY SCHEDULE 2021-2022 FOR TEACHERS HIRED ON OR AFTER 7/1/2021					
	BA	BA30	MA	MA30	6TH YR
1	52,281	53,330	54,884	55,931	57,485
2	53,584	54,660	56,259	57,336	58,928
3	54,902	56,011	57,657	58,766	60,411
4	56,233	57,382	59,082	60,231	61,932
5	57,580	58,768	60,535	61,728	63,494
6	59,091	60,331	62,175	63,413	65,252
7	61,346	62,645	64,568	65,864	67,789
8	63,892	65,252	67,269	68,632	70,649
9	66,692	68,124	70,245	71,676	73,795
10	69,915	71,427	73,664	75,175	77,415
11	73,634	75,203	77,527	79,095	81,422
12	77,239	78,864	81,271	82,896	85,304
13	80,992	82,676	85,171	86,854	89,349
14	84,745	86,488	89,070	90,812	93,396
15	89,807	91,635	94,347	96,174	98,883

All teachers hired on or after July 1, 2021 who are not at maximum step at the commencement of the 2021-2022 work year will advance one step on the salary schedule at the half way point of the 2021-2022 work year. The financial impact of this delayed step movement shall be amortized so that teachers will be paid annual salary amounts as reflected in Appendix B-2. Teachers hired on or after July 1, 2021 who have attained a Ph.D. shall be paid an additional \$1,000 per Section 3.02 B.5 of the contract.

APPENDIX B-2

SALARY SCHEDULE -- 2021-2022 FOR  
TEACHERS HIRED ON OR AFTER 7/1/2021  
STEP EFFECTIVE JANUARY 1, 2021 WITH  
PAY AMORITIZED FOR ENTIRE YEAR

	BA	BA30	MA	MA30	6TH YR
1	52,242	53,290	54,843	55,889	57,442
2	52,933	53,995	55,572	56,633	58,206
3	54,243	55,336	56,958	58,051	59,669
4	55,568	56,697	58,370	59,499	61,171
5	56,907	58,075	59,809	60,979	62,713
6	58,335	59,550	61,355	62,570	64,373
7	60,218	61,488	63,372	64,639	66,521
8	62,619	63,949	65,919	67,248	69,219
9	65,292	66,688	68,757	70,154	72,222
10	68,304	69,776	71,954	73,426	75,605
11	71,775	73,315	75,596	77,135	79,418
12	75,437	77,034	79,399	80,996	83,363
13	79,116	80,770	83,221	84,875	87,327
14	82,868	84,582	87,120	88,833	91,373
15a*	86,789	88,565	91,197	92,972	95,603
15b*	89,807	91,635	94,347	96,174	98,883

\*moving to top step on 1/1/21

\*\* on top step prior to 1/1/21

Teachers hired on or after July 1, 2021 who have attained a Ph.D. shall be paid an additional \$1,000 per Section 3.02 B.5 of the contract.



## Appendix C

### Extra-Curricular Stipends

<u>CATEGORY ACTIVITY</u>	<u>2021-22</u>
<u>A. Elementary Schools Gr. 4-6</u>	
Grade 4 intramurals (Spring) #1 position	1,985
Grade 4 intramurals (Spring) #2 position	1,985
Grade 5 & 6 intramurals (Fall/Winter) #1 position	1,985
Grade 5 & 6 intramurals (Fall/Winter) #2 position	1,985
Grade 5 & 6 intramurals (Fall/Winter) #3 position	1,985
<u>B. Student Council Advisor (2 stipends)</u>	
	1,985
<u>C. Instrumental Music</u>	
Beginner Band &  Intermediate Band & Strings	1,985
Advanced Band	1,985
Advanced Orchestra	1,985
<u>D. Choral Music</u>	
Grade 4 Chorus	1,985
Grade 5 Chorus	1,985
Grade 6 Chorus	1,985
<u>Schaghticoke M.S.</u>	

<u>Type A:</u>	
Chess Club	992
Art Club	992
International Festival (World Language Night-second position)	992
Intramurals (8 positions) 3 fall, 2 winter, 3 spring	992
Literary Magazine (2 positions – one for Artwork, one for writing)	992
<u>Type B:</u>	
Student Council Grade Level Advisors (1 for 7 <sup>th</sup> /1 for 8 <sup>th</sup> )	1,486
Leo Club Advisor	1,486
Academic Fitness Club	1,486
<u>Type C:</u>	
Yearbook	1,985
Computers for Children	1,985
Interscholastic Coaches	1,985
Voices	1,985
Jazz Band	1,985
Writing Lab/Eng.	1,985
Math Lab	1,985
<u>Type D:</u>	
Orchestra Director	2,483
Drama Club	2,483

7 <sup>th</sup> Grade Chorus	2,483
8 <sup>th</sup> Grade Chorus	2,483
<u>Type E:</u>	
Band	4,468
Interscholastic Sports Coordinator	4,468
Student Council Coordinator	4,468
<u>New Milford H.S.</u>	
<u>Type A:</u>	
Gay-Straight Alliance	992
United Countries	992
German Honor Society	992
Emerging Artists Club	992
Intramurals	992
Music/Visual Tech	992
Music/Visual Tech	992
Music/Visual Tech	992
<u>Type B:</u>	
Freshman Class Advisors (2)*	1,486
Sophomore Class Advisors (2)*	1,486
Junior Class Advisors (2)*	1,486
Student Council Advisor	1,486
Spanish Honor Society	1,486

French Honor Society	1,486
Drama Club	1,486
Piper	1,486
Dance Ensemble	1,486
DECA	1,486
FBLA	1,486
VICA	1,486
HOSA	1,486
SADD	1,486
Guard Tech	1,486
Visual Tech	1,486
Drumline Captain Head	1,486
Drumline Assistant	1,486
Pit Instructor/Arranger	
<u>Type C:</u>	
Debate	1,985
National Honor Society (2 positions)*	1,985
Key Club	1,985
Senior Class Advisor (3 positions)*	1,985
Math Team	1,985
Senior Art Show	1,985
Choreographer-School Musical	1,985
Jazz Band	1,985
Orchestra Director	1,985

Musical Pit-Orchestra	1,985
Guard Assistant	1,985
Visual Capt. Head	1,985
<u>Type D:</u>	
Student Council	2,483
Video Productions	2,483
School Musical Producer	2,483
Team Waramaug	2,483
Chorus	2,483
Newspaper "Chanticleer"	2,483
<u>Type E:</u>	
Auditorium	3,928
Yearbook	3,928
Guard Director	3,928
<u>Type F:</u>	
Director -- All-School Musical	5,460
<u>Type G:</u>	
Band	5,717

**APPENDIX D  
EXTRA CURRICULAR COACH STIPENDS**

**New Milford High School**

<u>Activity</u>	<u>Level</u>	<u>2021-22</u>
Baseball	Varsity	\$4,943
	Jr. Varsity	\$3,214
	Freshman	\$2,473
Basketball-Men	Varsity	\$5,894
	Jr. Varsity	\$3,830
	Freshman	\$2,946
Basketball-Women	Varsity	\$5,894
	Jr. Varsity	\$3,830
	Freshman	\$2,946
Cheerleading	Varsity	\$3,603
	Jr. Varsity	\$2,342
Cross Country Men	Varsity	\$3,562
	Assistant	\$2,315
Cross Country Women	Varsity	\$3,562
	Assistant	\$2,315
Field Hockey	Varsity	\$4,846
	Assistant	\$3,149
Football	Varsity	\$6,099
	Assistant	\$3,965
Golf	Varsity	\$3,142
	Assistant	\$2,042
Gymnastics	Varsity	\$4,042
	Assistant	\$2,628
Ice Hockey	Varsity	\$3,916
	Assistant	\$2,544
Indoor Track	Varsity	\$2,909
	Assistant	\$1,890

**APPENDIX D**  
**COACH STIPENDS (continued)**

<u>Activity</u>	<u>Level</u>	<u>2021-22</u>
Lacrosse Men	Varsity	\$4,846
	Assistant	\$3,151
Lacrosse Women	Varsity	\$4,846
	Assistant	\$3,151
Skiing (co ed)		\$2,909
Soccer – Men		\$4,846
		\$3,149
		\$2,424
Soccer – Women		\$4,846
		\$3,149
		\$2,424
Softball	Varsity	\$4,942
	Assistant	\$3,214
Swimming - Men	Varsity	\$4,520
	Assistant	\$2,938
Swimming - Women	Varsity	\$4,520
		\$2,938
Tennis – Men		\$3,158
Tennis – Women		\$3,158
Track – Men	Varsity	\$4,882
		\$3,172
Track-Women	Varsity	\$4,882
		\$3,172
Volleyball	Varsity	\$4,846
	Assistant	\$3,149
Wrestling	Varsity	\$4,846
	Assistant	\$3,149

## APPENDIX E

### CURRICULAR TYPE ACTIVITY ANNUAL STIPEND SCHEDULE

<u>Position</u>	<u>Stipend</u> <u>2021-22</u>
<b>Department Chairperson</b>	
3-5 members, including Chair	\$3,374
6-8 members, including Chair	\$3,652
9 or more members, including Chair	\$4,299
<b>Head Teacher</b>	
High School Special Subject	\$2,342
Middle School Academic Subject	\$2,931
<b>Coordinator</b>	
Activity Coordinator-Middle School	\$4,491
A/V Equipment Coordinator	\$1,119
Driver Education Coordinator	\$1,953
Psychological Services Coordinator	\$4,774
Speech Services Coordinator	\$4,774
<b>Team Leaders</b>	\$2,931



APPENDIX F

CURRICULAR TYPE ACTIVITY HOURLY AND PER EVENT STIPEND SCHEDULE

<u>Position</u>	<u>Stipend</u> <u>2021-22</u>
**Home Teaching	\$48.16
***Summer School	\$36.41
Adult Education	\$36.41
	<u>Per Event Rates</u>
<u>Chaperones</u>	
Chaperone Duties	\$42
Chaperone in Charge	\$48

\*\* Time is computed on a portal to portal basis by calculating the time it takes the teacher to travel from the school to the location where the teaching is to occur and then to the teacher's home, with the time it normally takes the teacher to travel from school to his or her home subtracted therefrom. In addition, travel will be reimbursed at the IRS rate, and mileage will be calculated on the same basis applicable to measuring portal to portal time.

\*\*\* Summer school pay will be in two (2) installments.

**APPENDIX G – SABBATICAL LEAVE APPLICATION**

To: The New Milford Board of Education

I, \_\_\_\_\_, hereby make application for Sabbatical Leave.

1. Address \_\_\_\_\_ 2. Phone \_\_\_\_\_

3. School \_\_\_\_\_

4. Subject/ Grade \_\_\_\_\_

5. Date Service began in the New Milford Public Schools \_\_\_\_\_

6. Present Salary \_\_\_\_\_ 7. Salary Step \_\_\_\_\_

8. Dates requested for Sabbatical Leave: from \_\_\_\_\_ to \_\_\_\_\_

9. Purpose for which Sabbatical Leave is to be used.

Attach a full description of sabbatical leave plans including the objectives of the proposed study. Upon returning from such leave the teacher or administrator shall submit a written report satisfactory to the Superintendent of Schools and Board of Education including successful completion of studies, upon receipt of which the Superintendent shall certify the final installments for payment.

10. I understand that my salary during the sabbatical leave requested will be paid according to Policy #4152 including health insurance benefits, and that regular approved deductions will be made. I also understand that gainful employment is prohibited during sabbatical leave, and will constitute breach of contract. I further agree to return to duty in the New Milford Public Schools following my leave.

Signed: \_\_\_\_\_

11. I understand and I have been informed that it is my duty, should I leave school while on said sabbatical leave of absence, to apply forthwith for a termination of said sabbatical leave and to apply for a leave of absence without pay and failure on my part to do so will constitute breach of contract.

Signed: \_\_\_\_\_

Approved: \_\_\_\_\_, Chairman  
\_\_\_\_\_, Board of Education  
\_\_\_\_\_, Town of New Milford

**APPENDIX H**

(Type or Print in Triplicate)

**GRIEVANCE FORM A**

**FORMAL GRIEVANCE PRESENTATION**

(To be completed by aggrieved person)

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL PRESENTATION \_\_\_\_\_

HOME ADDRESS OF AGGRIEVED PERSON \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

YEARS IN NEW MILFORD SCHOOL SYSTEM \_\_\_\_\_ SUBJECT AREA/GRADE \_\_\_\_\_

NAME OF ASSOCIATION SCHOOL REPRESENTATIVE \_\_\_\_\_

STATEMENT OF GRIEVANCE: (To include provisions of contract allegedly violated)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_

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

**APPENDIX H**

(Type or Print in Triplicate)

**GRIEVANCE FORM B**

**REFERRAL BY EXECUTIVE COMMITTEE OF THE ASSOCIATION**

(Class Grievance)

(To be completed by a member of the Association's Executive Committee)

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_  
CHAIRMAN \_\_\_\_\_ DATE REFERRAL RECEIVED BY ASSOCIATION \_\_\_\_\_

STATEMENT OF GRIEVANCE: (To include provisions of contract allegedly violated)

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The attached grievance is hereby referred to the Superintendent of Schools for a hearing.

Date of Referral \_\_\_\_\_

Signature of Member of Executive Committee \_\_\_\_\_

**APPENDIX H**

(Type or Print in Triplicate)

**GRIEVANCE FORM C**

**APPEAL TO BOARD OF EDUCATION**

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_  
(Superintendent filing)

STATEMENT OF GRIEVANCE: (Attach copy of original Grievance)

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REMEDY REQUESTED:

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Date of Filing Appeal to Board \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Filing

(Board normally has 30 days to act)

## APPENDIX I



### *A Great Opportunity for Very Valuable Healthcare Coverage*

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

*The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of-network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.*

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit [www.anthem.com/statect](http://www.anthem.com/statect) to find out if your doctor, hospital or other medical provider is in Anthem's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

APPENDIX I

\*Source: Healthcare Bluebook: [healthcarebluebook.com](http://healthcarebluebook.com)

[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays <sup>1</sup> ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

<sup>1</sup> IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility, 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

<sup>1</sup> OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 20% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

(continued on next page) 2

**CONNECTICUT  
PARTNERSHIP PLAN**

**POS MEDICAL BENEFIT SUMMARY**

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
<b>**Infertility (based on medical necessity)</b>		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
<b>**Inpatient Hospital Stay</b>	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
<b>**Inpatient</b>	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
<b>**Outpatient Surgery</b>	\$0	20% of allowable UCR* charges
<b>**Physical/Occupational Therapy</b>	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

\*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

\*\*Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.



# Be the picture of health

Check out these programs and services to be your healthy best

## Need a doctor? Choose a State of Connecticut preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- Visit [anthem.com/staect](http://anthem.com/staect) and choose **Find a Doctor**.
- Call the Enhanced Member Service Unit at 1-800-922-2232, for more information or to find out if your doctor is in Tier 1.

## Use Site-of-Service providers to get 100% coverage for lab tests, X-rays, and high-cost imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

- Call the Enhanced Member Service Unit at 1-800-922-2232 to learn more.

## Find support for mental health issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Call an Anthem Behavioral Health Care Manager at 1-888-605-0580.
- Visit [anthem.com/staect](http://anthem.com/staect)

## See a doctor, psychologist or therapist from home or work with LiveHealth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.<sup>2</sup> If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.<sup>3</sup>

- Learn more and enroll at [livehealthonline.com](http://livehealthonline.com) or use the free mobile app.

## How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor through LiveHealth Online.
- Call 24/7 NurseLine at 1-800-711-5947 to speak with a nurse about symptoms or get help finding the right care.

## Get access to care wherever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

- Call 1-800-810-BLUE (2583) to learn more about both programs. If you're outside the U.S., call collect at 1-804-673-1177.<sup>4</sup>

## It's easy to manage your benefits online and on the go

- Find a doctor, check your claims and compare costs for care near you at [anthem.com/staect](http://anthem.com/staect).
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store® or Google Play™) for benefit information and to show your ID card, get directions to a doctor or urgent care center and much more.

## Customer service helps you get answers and much more

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at 1-800-922-2232.
- Visit [anthem.com/staect](http://anthem.com/staect).

Anthem 



<sup>1</sup> Designated as Tier 1 in our Find a Doctor tool. Eligible specialties include allergy and immunology, cardiology, endocrinology, gastroenterology, general internal medicine (GIM), geriatrics, gynecology, OB/GYN, ophthalmology, orthopedics, otolaryngology, pathology and pediatrics.  
<sup>2</sup> Prescription availability is limited by physician judgment and state regulations.  
<sup>3</sup> Appointments subject to availability of therapist.  
<sup>4</sup> Blue Cross Blue Shield Association website: [www.bcsbs.com](http://www.bcsbs.com) and [www.bcsbs.com](http://www.bcsbs.com) (accessed March 2018).  
[anthem.com/staect](http://anthem.com/staect) and [anthem.com/staect](http://anthem.com/staect) (accessed March 2018).  
 LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf of Anthem Blue Cross and Blue Shield, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. independent.  
 Because of the Blue Cross and Blue Shield Association, Anthem is a registered trademark of Anthem Insurance Companies, Inc. 3/14/17 CT MEMBERS Rev. 03/16

PRESCRIPTION DRUGS	Maintenance* (31-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12-50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

\* Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

\*\* Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand-name drug is medically necessary.

***Preferred and Non-Preferred Brand-Name Drugs***

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

***If You Choose a Brand Name When a Generic is Available***

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

***Mandatory 90-day Supply for Maintenance Medications***

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).



The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

**Health Enhancement Program Requirements**

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2020 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	60-64 Every 3 years 65+ Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49	As recommended by physician
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years; Annual FIT; FOBT to age 74 or Coloproct screening every 5 years



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.

*Additional Requirements for Those With Certain Conditions*

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

*If You Do Not Comply with the requirements of HEP*

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

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Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit [www.cthep.com](http://www.cthep.com) to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions  
(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.



**CONNECTICUT  
PARTNERSHIP PLAN**



## **YOUR BENEFIT RESOURCES**

*Office of the State Comptroller, Healthcare Policy & Benefit Services Division*

**|** [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)  
**860-702-3560**

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*Anthem Blue Cross and Blue Shield*

**|** [www.anthem.com/statect](http://www.anthem.com/statect)  
Enhanced Dedicated Member Services: **1-800-922-2232**

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*Caremark (Prescription drug benefits)*

**|** [www.caremark.com](http://www.caremark.com)  
**1-800-318-2572**

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*CIGNA (Dental and Vision Rider benefits)*

**|** [www.cigna.com/stateofct](http://www.cigna.com/stateofct)  
**1-800-244-6224**

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*Health Enhancement Program (HEP) Care Management Solutions  
(an affiliate of ConnectiCare)*

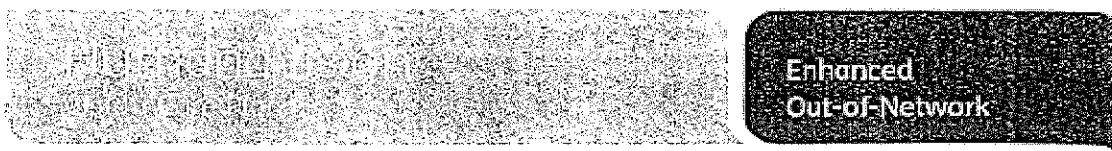
**|** [www.cthep.com](http://www.cthep.com)  
**1-877-687-1448**

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For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

8

## APPENDIX J



	See a participating provider	See a nonparticipating provider
Exam with dilation as necessary	100% after \$20 copay	\$60 allowance
<b>Lenses</b>		
• Single	100% after \$20 copay	\$50 allowance
• Bifocal	100% after \$20 copay	\$75 allowance
• Trifocal	100% after \$20 copay	\$100 allowance
<b>Frames</b>	\$45 wholesale allowance	\$90-\$135 retail allowance
<b>Contact lenses<sup>2</sup></b>		
• Elective (conventional and disposable) <sup>3</sup>	\$110 allowance	\$110 allowance
• Medically necessary (limit one pair) <sup>4</sup>	100%	\$210 allowance
<b>Frequency (based on date of service)</b>		
• Examination	Once every 12 months	Once every 12 months
• Lenses or contact lenses	Once every 12 months	Once every 12 months
• Frame	Once every 24 months	Once every 24 months

**Additional plan discounts**

- Members may receive additional fixed copayments on lens options including: anti-reflective and scratch-resistant coatings.
- By using a participating provider, members may be eligible to receive up to a 20 percent retail discount on a second pair of eyeglasses, which is available for 12 months after the covered eye exam through the participating provider who sold the initial pair of eyeglasses.
- After copay, standard polycarbonate available at no charge for dependents less than 19 years old.

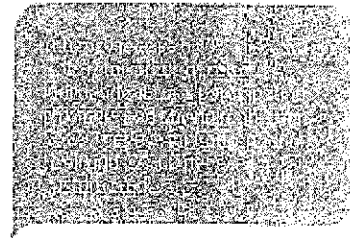
<sup>1</sup> Material copay is required for a complete pair of eyeglasses, lenses or frames.  
<sup>2</sup> If a member prefers contact lenses, the plan provides an allowance for contacts in lieu of all other benefits (including frames) (Vision Care Plan only).  
<sup>3</sup> The contact lens allowance applies to professional services (evaluation and fitting fee) and materials. Members visiting a participating provider may be eligible to receive up to a 15 percent discount. The discount for professional services is available for 12 months after the covered eye exam.  
<sup>4</sup> Benefit provides coverage for professional services and one pair of medically necessary contact lenses with prior plan authorization.

## Vision Care Plan

### HumanaVision Lasik discount

We have contracted with many well-known facilities and eye doctors to offer Lasik procedures at substantially reduced fees. You can take advantage of these low fees when procedures are done by network providers. The network locations listed below offer the following prices (per eye):

	Conventional / Traditional**		Custom**	
<b>TLC</b> 888-358-3937 (designated locations only)	\$895		\$1,295	\$1,895*
<b>LasikPlus</b> 866-757-8082	\$695* LasikPlus free enhancements for 1 year	\$1,395* LasikPlus free enhancements for life	\$1,895* LasikPlus free enhancements for life	
<b>QualSight LASIK</b> 855-456-2020	\$895 QualSight free enhancements for 1 year	\$1,295 with QualSight Lifetime Assurance Plan	\$1,320	\$1,995* with QualSight Lifetime Assurance Plan



\*with Intralase™

\*\*Pricing varies by section procedure offered by the provider you choose and options in your area. Not all locations offer fixed pricing. Please call the provider for details.

### How does the wholesale frame allowance work?

Benefits include a wholesale frame allowance. If the wholesale cost exceeds the frame allowance, members pay twice the wholesale difference. They never pay full retail.

Retail price*	Wholesale price	Wholesale allowance	Member pays	Savings
\$125	\$50	\$50	\$0	\$125
\$87.50	\$75	\$50	\$50 (\$75-\$50=\$25x2=\$50)	\$137.50

\* Retail costs may differ and are based on 2 1/2 times the wholesale cost. Actual savings may vary.

### Use your HumanaVision benefits

HumanaVision options have you covered and make eye care affordable. You have access to one of the largest vision networks in the United States, with more than 35,000 participating optometrist, ophthalmologists, and national retail locations, including LensCrafters®, Pearle Vision®, Sears® Optical, Target® Optical, and JCPenney® Optical. In addition you'll enjoy:

- The same benefits at all participating providers, no matter where they're located
- Wholesale pricing on frames, avoiding high retail markups
- Simple access to plan information, provider search, Customer Care and other automated services at [HumanaVisionCare.com](http://HumanaVisionCare.com)

### How it Works

1. After signing up for your vision plan, you will receive an ID card in the mail
2. Prior to scheduling your appointment, select a network provider through the Customer Care Center, automated information line, or [HumanaVisionCare.com](http://HumanaVisionCare.com)
3. Schedule an appointment, providing your name, the patient's name and employer
4. Sign your provider's form after your exam, you'll pay any copayments and/or costs of any upgrades at this time



LENSCRAFTERS®

PEARLE VISION®

JCPenney Optical

Sears  
Optical

OPTICAL

### Know what your plan covers

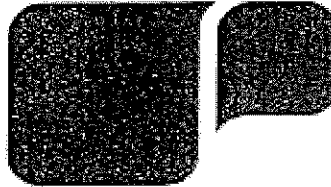
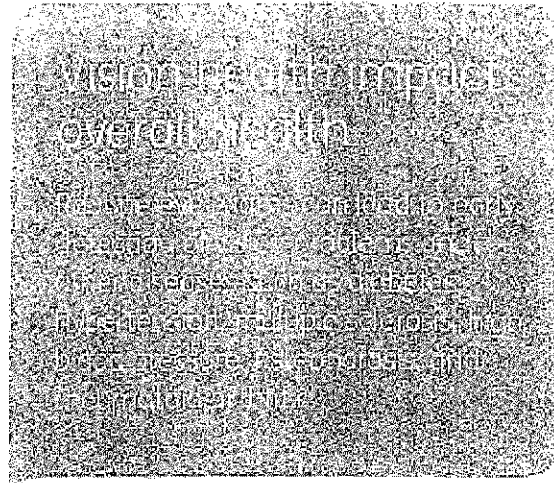
Attached is a summary of HumanaVision benefits that are described in detail in your certificate. You can find your certificate on [HumanaVisionCare.com](http://HumanaVisionCare.com) or call 1-866-537-0229. Here's what you can expect:

- Quality routine eye health care from independent eye care professionals and national retail locations.
- Services and materials provided on a prepaid basis, and the plan pays in-network providers directly, you also have the freedom to use out-of-network providers if you prefer
- Life without claim forms! With HumanaVision, you pay your eye care professional directly for copayments and any extra cosmetic options selected at the time of service
- Select a vision provider from our network simply by visiting [HumanaVisionCare.com](http://HumanaVisionCare.com), if you prefer, call us at 1-866-537-0229

### Know what your plan doesn't cover

Some items and services not included in HumanaVision are:

- Orthoptics or vision training, subnormal vision aids or Plano (non-prescription) lenses
- Replacement of lost or broken lenses, except at the regularly scheduled plan intervals
- Medical or surgical treatment of eyes
- Care provided through or required by any government agency or program, including Workers' Compensation or a similar law



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This is not a complete disclosure of plan qualifications and limitations.

Check with your local Humana or HumanaDental sales office to verify product availability.

Insured by Humana Insurance Company, HumanaDental Insurance Company, Humana Insurance Company of New York, CompBenefits Insurance Company, or The Dental Concern, Inc.



[Humana.com](http://Humana.com)



