

PROFESSIONAL AGREEMENT
BETWEEN THE
LISBON BOARD OF EDUCATION
AND THE
LISBON EDUCATION ASSOCIATION
2016-2019

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Lisbon Education Association as the exclusive representative as defined in Section 10-153f of the Connecticut General Statutes, as amended, for the entire group of certificated professional employees of the Board below the rank of Principal including those teachers holding Durational Shortage Area Permits, other than temporary substitutes.
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement shall refer to all employees in the above unit.

ARTICLE II

DURATION

- A. The provisions of this agreement shall be effective as of July 1, 2016, and shall continue and remain in full force and effect to and including June 30, 2019.

ARTICLE III

AGREEMENT

This agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association; which amendment shall be appended hereto and become a part hereof.

ARTICLE IV

BOARD POLICIES

A copy of the collective bargaining agreement shall be made available on the Lisbon Public Schools' website.

In the event there is a Board policy which conflicts with this agreement, such conflicting policy shall be superseded by the terms of this agreement except for policies reflective of state statute that may suspend terms of this Agreement.

ARTICLE V

SICK LEAVE PAY

Following the completion of ten successive years of teaching in the Lisbon Central School system, a teacher shall be eligible for sick leave pay of one-half of his accumulated sick leave. Such payment shall be based on the minimum rate paid to a certified substitute during said teacher's voluntary withdrawal from the Lisbon Central School System. Payment shall be made to a designated beneficiary in the event of the teacher's death or to the teacher himself in the event of voluntary withdrawal from the system. Teachers shall receive payment no later than September 30 following the year of voluntary withdrawal from the Lisbon Central School System, provided that said teachers have notified the Administration of their voluntary withdrawal by the preceding January 15th. If teachers do not notify the administration of such withdrawal by January 15th, they will receive the payment no later than September 30th of the following calendar year.

Leave as stated in the contract shall not exclude a person from eligibility for the aforementioned sick leave pay.

ARTICLE VI

FRINGE BENEFITS

Section I.

Full time teachers, and their eligible dependents, shall be eligible to receive the following medical- insurance benefits:

- a. Anthem Platinum "Century Preferred PPO." Effective July 1, 2016 the following co-pays shall apply:

| | |
|------------------------|--|
| Primary Care Physician | \$20.00 |
| Specialist | \$30.00 |
| Hospital | \$500.00 per day up to \$1,500 per admission |
| Outpatient Hospital | \$ 300.00 |
| Emergency Room | \$ 200.00 |
| Urgent Care | \$ 30.00 |
| RX | \$5/30/60/25% coinsurance up to \$250 per script |

For further information, please refer to Anthem's Summary of Benefits in Appendix A.

The Board and the teachers shall pay the following percentages towards the costs of medical coverage:

| | 2016-17 | 2017-18 | 2018-19 |
|----------|---------|---------|---------|
| Board | 82% | 81% | 81% |
| Teachers | 18% | 19% | 19% |

c. \$50,000 life insurance policy.

d. Dental Indemnity.

1. Dental Rider A

Rider A added at basic Rider cost plus percentage increase at Board's expense.
Teachers will be responsible for additional cost increase beyond this level for Rider A only. (attached current cost sent to Board)

e. Vision Care Endorsement

f. The opportunity to purchase tax sheltered annuities.

g. The Board shall maintain a Section 125 Salary Reduction Agreement designed to permit exclusion from taxable income the employee's share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association or 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 of 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.

Section II.

A teacher who has retired from the Lisbon Board of Education may buy into any of the above coverage as allowed by law.

Section III.

A teacher on an authorized leave of absence without pay shall be entitled to continue as an enrolled member of any insurance policy where authorized by the group contract set forth by insurance company, provided such teacher has made arrangements satisfactory to the Board for payment in full of the cost of such insurance program during his/her absence. If the insurance carrier allows payments to be made on a basis other than noted above, this will be accepted by the Board.

Section IV.

The Board reserves the right to change insurance carriers provided that the insured benefits are reasonably equivalent to the benefits and services provided by the former carrier. "Reasonably equivalent" means that if the change in carrier results in a modification to the benefit plan the overall plan will provide benefits and services that are reasonably equivalent in value to the benefits provided by the overall plan by the former carrier. The terms of the new plan need not conform exactly to the former plan as long as the test of reasonably equivalent is met. Sixty (60) days prior to the implementation of a change in carrier, the Board shall submit to the Union the new coverage so that the Board and the Union can ascertain that the test of reasonably equivalent is met. If there is disagreement over whether the test of reasonably equivalent is met either of the parties may submit the matter to the single arbitrator process of the American Arbitration Association. The cost of the arbitration shall be borne equally by both parties.

Section V.

Each teacher may elect not to participate in the health insurance benefits listed above. Any such election not to participate in the Board's health insurance program shall be made in writing during the first two weeks of the school year, or if hired after the beginning of the school year, within the first two weeks of employment, and, except as provided herein, shall be irrevocable for the remainder of that school year. Any election not to participate in the Board's health insurance program shall continue in effect unless revoked within the first two weeks of any school year. Any teacher who has elected not to participate in the Board's health insurance program, as provided herein, may change his/her election during the school year, subject to the enrollment requirements of the insurance carriers, only upon showing that such teacher is no longer covered by his/her spouse's health insurance program. For purposes of this Article VI "Fringe Benefits" full-time teachers are defined as those teachers who are a .75 full time equivalency (FTE) or greater. Part-time teachers are defined as those teachers working less than a .75 FTE. Part-time teachers hired after August 1, 2007 shall be entitled to receive benefits under this Article on a pro-rata basis, provided they are at least a .5 FTE. Any teacher that is part-time and was hired prior to August 1, 2007 shall continue to receive the level of benefits that they were receiving prior to the 1st day of this contract. In addition any full-time teacher that was hired prior to August 1, 2007 who is reduced to part-time status due to budgetary cuts shall continue to receive the level of benefits that they were receiving prior to the 1st day of this contract. However, any full-time teacher that was hired prior to August 1, 2007 who is reduced to part-time status due to their own request shall receive medical benefits in the same fashion as teachers hired after August 1, 2007 (see above).

Section VI.

The Lisbon Education Association and the Lisbon Board of Education agree to the formulation of an Insurance Study Committee. An equal number of participants from the Board and the Association, appointed by each party, shall comprise the committee.

The committee will study (on a yearly basis) cost containment alternatives and features of insurance policies without reducing the level of service or existing benefits.

The committee may make recommendations to their respective members; however, the implementation of the recommendation can only be done through the collective bargaining process.

Section VII.

The Lisbon Board of Education in each contract year will contribute \$240.00 to each employee covered by this Agreement to a 403B plan or will allow the employee to deposit the \$240.00 in a ROTH IRA Plan of their choice. Employees may pay in additional amounts themselves subject to IRS rules and regulations.

Section VIII.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article VI ("Fringe Benefits") (including the related insurance Appendices of the contract) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE VII

TEACHING PERIODS

Each teacher shall be guaranteed one planning period per day equal in length to a teaching period, which will not be intruded upon by the principal except in cases of emergency. The Board agrees to construct a schedule which provides for such a daily planning period for each teacher and distribute the same on time for implementation at the commencement of the academic year. Every effort will be made by the administration to mutually agree upon teacher coverage at PPT's 504's and other extenuating circumstances that may result in a teacher losing preparation time. In the case where the teacher and administration cannot mutually agree to coverage, and, as result the teacher loses his/her preparation time, he/she will be compensated at the hourly rate.

Teachers shall have a daily uninterrupted duty-free lunch period.

The Board will implement the state mandate of at least 900 instructional hours per year. Teacher work hours at school will be 8:15 a.m. until 3:10 p.m. Professional staff coverage will be provided until the last regular student bus leaves. Coverage will be arranged by a duty schedule established at the beginning of the school year. The Board will continue its efforts to use instructional assistants for recess, lunch, and bus duties.

The work year for teachers will be 185 days (181 student days). In the event the school work year for teachers is extended beyond the provisions in this paragraph, the Board agrees to meet with the bargaining unit and work out a means of compensation beyond any previously agreed upon salary schedule. Members of the bargaining unit shall be compensated at a per diem rate based on their annual salaries for every day added to the school year above 185 days.

Teachers involved in the pre-school, kindergarten orientation program, the intern orientation program during the summer months will be compensated at a per diem rate based on their annual salaries.

ARTICLE VIII

CLASS SIZE

If at all possible, no class shall contain more than twenty-five (25) pupils. Whenever the number of students exceeds by three (3) the recommended size, the Board will meet with the Association to seek cooperative solutions to alleviate the problem, if requested by the affected teacher(s).

ARTICLE IX

ABSENCES WITH PAY

Teachers may request up to six (6) personal days annually for matters of pressing personal concern which cannot be conducted outside working hours. All such requests shall be subject to the prior approval of the Building Principal or designee. Examples of uses of personal leave are:

1. required attendance at judicial or administrative hearing,
2. religious holidays;
3. death of a relative other than an immediate family member, specifically parents-in-law, grandparents, uncles, aunts, nieces, nephews, siblings-in-law, or other relatives who are actual members of the teacher's household; and death of a close family friend.
4. death of a member of the immediate family; (spouse, child, sibling, or parent);
5. birth or adoption of a child by the teacher or his spouse;
6. marriage of an immediate family member.

Two (2) of these days may be used at the complete discretion of the teacher. In no event, however, shall a teacher use a personal day to extend or start a vacation period nor on the day before or after a holiday or during the month of June, unless the Superintendent grants such days when the circumstances associated with the request are unexpected and/or unavoidable. Except

in cases of emergency, application for personal leave, with appropriate supporting documentation, shall be made at least three (3) days before the leave is to be taken.

If an emergency arises and a teacher must leave before noon, he or she shall be charged with one-half (1/2) of a personal day. A one-half (1/2) day shall be defined as 8:15 a.m. to 11:45 a.m. or 11:45 a.m. to 3:10 p.m. Personal leave shall be prorated for part-time teachers.

ARTICLE X

PROFESSIONAL DEVELOPMENT

- A. The Superintendent may approve attendance at professional conferences or institutes of an educational nature up to three days per year per teacher, without loss of pay. The cost of said workshops shall not exceed \$400.00 per teacher per year. A Workshop Bank shall be established in order that unused monies be set aside by teachers to fund the cost of approved workshops for other teachers which costs exceed \$400.00. Teachers attending workshops shall be reimbursed for mileage at the current IRS rate from available Workshop Bank funds.
- B. Teachers wishing to attend classes at the Master's level or above approved in advance by the Superintendent at an accredited institution, to enhance their professionalism beyond the MA or BA 30 shall be reimbursed for half their tuition expenses, but no more than half of the current tuition rate for courses at the University of Connecticut when a minimum grade of B, or P for passing courses which can only be taken on a pass-fail basis, is obtained. A teacher shall inform the Superintendent in writing prior to January 1st that he or she will be seeking tuition reimbursement for completed course work.
- C. When the Board is reimbursed by an outside agency for the services of a teacher, i.e. State Mastery Test scoring, the day used will not be deducted from the teacher's personal or professional days. Any reimbursed sum in excess of the amount paid to the substitute shall be paid to the teacher.
- D. The Superintendent may excuse teachers from after school activities (i.e. those occurring after 3:10 p.m.) if such activities conflict with an approved college or university class in which the teacher is enrolled.

ARTICLE XI

GENERAL LEAVE

A teacher may be allowed leave, without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitates personal presence in advance of the end of the school year at the discretion of the Board and/or Superintendent.

Other extended leaves, with or without salary, for medical, professional or personal reasons may be granted at the discretion of the Board. Requests for such leaves shall be presented in writing

to the Superintendent and shall be treated as confidential. Teachers who are granted such leaves by the Board for less than one-half of a school year shall not lose any step advancement to which they otherwise would have been entitled.

ARTICLE XII

MILITARY LEAVE

Any teacher entering military service shall be reinstated upon return therefrom in a closely related position previously occupied by him at a salary thereafter which shall include any salary advance to which he would have been entitled had his employment by the Board not been interrupted by the period of military service.

ARTICLE XIII

SICK LEAVE

- A. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Six (6) days of sick leave may be used by teachers for illnesses of the immediate family. Unused sick leave shall be accumulated from year to year so long as the employee remains continuously in the service of the Board, but such authorized accumulation of sick leave shall be no more than 190 school days. Continuous service for purposes of this article shall mean continuous teaching experience for the Lisbon Board of Education interrupted only by leaves of absence authorized by the Board.
- B. A teacher who leaves school due to illness before half (1/2) of his/her work day shall be charged one half (1/2) sick day.
- C. Physical injuries or accidents which are directly job related and result in a teacher missing school shall not be charged against accumulated sick time. The extent of said injury and the approximate number of working days a teacher will miss shall be verified by a doctor's excuse. Should Fifth Disease or conditions that are deemed unsafe for a pregnant teacher be found in the school building, the Board of Education will make every effort to transfer the teacher to a safe environment. Should a safe environment not be found, the teacher will be granted leave without loss of sick time until the condition is eliminated.
- D. Sick Leave Bank
 - (1) A "Sick Leave Bank" shall be established. The purpose of said bank shall be to aid only teacher members who suffer prolonged absence from (a) a disabling disease, (b) an accident which causes disability; and (c) disability arising from complications from pregnancy; whose sick leave accumulation has been exhausted.
 - (2) No qualified unit member shall be permitted to use more than 185 days from the Sick Leave Bank.

- (3) A tenured teacher may donate up to three days per teacher each year.
- (4) All days not used in a year will be retained in the "Sick Leave Bank."
- (5) Days accumulated in bank may not exceed three hundred (300) days.
- (6) If all the donated days are used during a given school year, the "Bank" shall be declared open and additional donations of a maximum of three (3) days by each tenured unit member may be made.
- (7) Unit members using sick leave days from the "Bank" will not have to replace those days.
- (8) No days may be donated to a specific individual.
- (9) A person withdrawing from membership in the "Bank" shall not be allowed to withdraw contributed days.
- (10) The sick leave pool shall be administered by a five (5) member panel, two (2) members chosen by the Board of Education, two (2) members chosen by the Association, and these four members shall choose a physician as the fifth member. Each request for aid, as certified by a doctor's certificate, from the sick leave bank shall be decided by the board on the merits of the individual request. Action of the panel shall be by the majority vote. Decision rendered by the panel is final and is not subject to appeal or grievance.
- (11) The Board will annually supply the LEA with statistics regarding the status of the "Bank", i.e., number of participants, number of days, number of unit members taking from the "Bank", number of days remaining in the "Bank", etc.
- (12) The Lisbon Education Association shall hold the Lisbon Board of Education harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or by reason of actions regarding the Sick Leave Bank.

ARTICLE XIV

PARENTHOOD LEAVES

Definition: For purposes of this article the term "teacher" shall refer to any employee who is a teacher employed by the Board of Education.

Teachers who become pregnant shall be placed on short-term leave status for child-bearing purposes, unless they elect a long term leave for child-rearing purposes. Any teacher who becomes pregnant shall notify the Superintendent four (4) months prior to her expected delivery date. She shall, thereafter, provide a monthly doctor's certificate indicating her continued fitness to work.

Child-bearing leave shall begin when, in the opinion of her doctor, the teacher is no longer physically able to work. The teacher may use her accumulated sick days during the child-bearing leave. Child-bearing leave shall normally end six (6) weeks after the delivery. The teacher's former position will be guaranteed to her upon returning to school. In the event of medical complications this 6 week leave may be extended with a doctor's certificate. Child-rearing leave shall begin when the child-bearing leave ends. Teachers who give birth, adopt, or foster a child prior to March 1st must return to work the following September. Teachers who give birth, adopt, or foster a child after March 1st, may at their option, take a one (1) school year extension.

Tenured teachers and non-tenured teachers will return to their former positions where possible, at the discretion of the administration.

During child-rearing leave, teachers may pay for their own insurance through the Group at no expense to the Lisbon Board of Education.

When they return to work, they will be placed on the appropriate step of the printed salary agreement.

Credit on the salary schedule shall be granted for child-bearing or child-rearing leave that does not extend more than 90 school days during a given school year.

If a teacher elects a long-term leave for child-rearing purposes, said teacher shall notify the Superintendent within fifteen (15) working days after the birth, adoption, or fostering of the child. Failure on the part of the teacher to apply for reinstatement, by March 1, in the year of the extended leave, shall be considered a resignation and will be treated as such. Notwithstanding any provision in this Agreement, the Board will comply with the provisions of the Family and Medical Leave Act.

ARTICLE XV

EVALUATION SAFEGUARD PROVISIONS

- A. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If a teacher believes that material to be placed in her/his file is inappropriate or in error, he/she may receive adjustment through the grievance procedure, whereupon the material shall be corrected or expunged from the file, if that is the recommendation of the grievance committee or arbitration. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate her/his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- B. Any complaint made against a teacher by any parent, student, or other person shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file. The procedures of Section E of this article shall apply to these records as well as all others that are placed in the file.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, suspended or dismissed without reasonable and just cause, or without due process. If a teacher is to be formally disciplined, reprimanded, or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least 24 hours advance notice, except in cases of emergency or exigent circumstances, and shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present. Nothing in this Article shall prevent the Board from investigating any matter in accordance with state and federal law.

ARTICLE XVI

GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against any teacher by reason of his membership in a professional organization or participation in its activities.
- B. All provisions of this agreement shall apply equally to all teachers without discrimination in regard to age, race, creed, disability, color, religion, nationality, sex, marital status, gender identity or expression, ancestry, present or past history of mental disability, intellectual disability, and learning disability or physical disability, including, but not limited to blindness, that are unrelated to job performance.
- C. The Board shall, at its expense, provide each teacher with a complete text of this agreement or any successor agreement.
- D. A complete and updated copy of Board Policies shall be made available on the Lisbon Public Schools' website.

ARTICLE XVII

TEACHER FACILITIES

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

- A. Lockable space in each classroom in which teachers may safely store instructional materials and supplies, as well as personal belongings.
- B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

- C. An appropriately furnished room or rooms which will include one private telephone line with an extension each of the two teachers' lounges.
- D. Well-lighted and clean teacher rest rooms, with separate facilities for men and women.
- E. Copiers and computers shall be made available for the use of teachers in preparing instructional materials.
- F. A serviceable desk and chair for the teacher in each classroom.
- G. Teachers shall not be required to work in unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- H. Individual mailboxes for each teacher.
- I. All teachers shall have a key to his/her classroom and shall not be required to turn in same except when they terminate or go on extended leave. Teachers may request permission from the building administrator to keep classroom keys during the summer months for the purpose of school business. Keys may not be reproduced or lent to any third party.
- J. Teachers will receive room assignments prior to summer vacation. In the event a room assignment must be changed during the summer months, the building administrator shall make every attempt to notify the teachers involved in the changes as soon as possible.

ARTICLE XVIII

CERTIFICATION INFORMATION

Upon reasonable advance notice, the Board shall permit teachers access to information in its possession regarding the teacher's certification status and date of certification expiration.

The Board shall make reasonable efforts to provide teachers with such information as the Board may receive from the State regarding the teacher's certification. The Board and the Association agree, however, that the responsibility for ensuring that certification requirements are met is the teacher's.

ARTICLE XIX

CURRICULUM REVISION

Curriculum revision shall be thoroughly researched by a joint committee of the Association and the Board. The teacher shall play an active role in the preparation, implementation, and evaluation of curriculum.

- A. The procedures for developing new curricula shall include the following:

1. The appointment from qualified teachers who volunteer to a new curricula planning committee.
 2. At least one administrator will be appointed from the administrative staff to advise and/or supervise.
- B. The planning committee will complete a tentative curriculum outline for presentation to the Board of Education for approval.
- C. If approved by the Board, the Superintendent will nominate from among the planning committee members, a curriculum writing team, to write and publish the curriculum.
- D. Materials needed to implement the new curriculum should be made available.

ARTICLE XX

GRIEVANCE PROCEDURES

GRIEVANCE PROCEDURES

Grievance

A grievance shall mean a complaint by a teacher that his/her rights under the specific language of this Agreement have been violated or that as to him/her there has been a misapplication or misinterpretation of one or more specific provisions of this Agreement. Grievances will identify the Agreement provision/s alleged to have been misapplied or misinterpreted and the specific redress sought for such alleged misapplication or misinterpretation.

Time Limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum. The time limits specified may, however, be extended by written agreement of the Superintendent and the President of the Association.
- b. If a teacher does not file a grievance in writing within twenty (20) days after he/she knew, or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- c. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
- d. "Days" shall be defined as days when school is in session, except after May 1st when days shall mean calendar days, so that the matter may be resolved before the end of the school year or as soon as possible thereafter.

Informal Procedure

- a. If a teacher feels that he/she may have a grievance he may first discuss the matter with his/her principal/superintendent or any other appropriate administrator in an effort to resolve the problem informally.
- b. In the event he/she is not satisfied with the disposition of the matter he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal/superintendent or other appropriate administrator.

Formal Procedure

Level One - Principal

- a. If the aggrieved teacher is not satisfied with the disposition of his grievance at the Informal Level, then he/she must then file his/her written grievance with the Association (Executive Committee) for referral to the principal/superintendent of schools.
- b. The Association (Executive Committee) shall within five days after receipt, refer the grievance to the principal, but prior to so doing the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
- c. The principal shall, within ten days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate report of such hearing shall be kept by the principal and made available to any party in interest upon written request.
- d. The principal shall, within three days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved teacher with a copy to the Association. The parties agree that not all complaints can be appropriately addressed by the building principal and may mutually agree to waive the Level One process and immediately advance the grievance to Level Two-superintendent.

Level Two - Superintendent

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at the Informal Level, then he/she must then file his/her written grievance with the Association (Executive Committee) for referral to the superintendent of schools.
- b. The Association (Executive Committee) shall, within five days after receipt, refer the grievance to the superintendent, but prior to so doing the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.

- c. The superintendent shall, within ten days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the superintendent and made available to any party in interest upon written request.
- d. The superintendent shall, within three days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved teacher with a copy to the Association.

Level Three - Board of Education

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three days after the decision or within six days after the hearing, file the grievance again with the Association for appeal to the Board of Education.
- b. The Association (Executive Committee) shall, within three days after receipt of appeal, refer the appeal to the Board of Education.
- c. The Board of Education shall, within ten days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the superintendent and made available to any party in interest upon written request.
- d. The Board shall, within three days after such meeting, render its decision and the reasons therefor in writing to the aggrieved teacher with a copy to the Association. requisite.
- e. The Association and the Board can mutually waive the Level Two Grievance process and proceed to Level Four.

Level Four - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Three, he/she may, within three days after the decision or within six days after the three days after the decision or within six days after the Board meeting, request in writing to the president of the Association that his grievance be submitted to arbitration.
- b. The Association (Executive Committee) may, within five days after receipt of such request, submit, the grievance to arbitration by so notifying the Board in writing.
- c. The chairman of the Board and the president of the Association shall, within five days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.
- d. The arbitrator selected shall confer promptly with the representatives of the Board and the Association and shall review the record or prior hearings and shall hold such further hearings with the aggrieved teacher and other parties in interest as he shall deem requisite.

- e. The decision of the arbitrator shall be final and binding upon all parties in interest. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

Rights of Teachers to Representation

- a. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- b. Any party in interest may be represented at any Level of the formal grievance procedure by an Association representative and may not be represented by a representative or by any officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedures.
- c. The Association may if it so desires call upon the professional services of the Connecticut Education Association for consultation and assistance at any stages of the procedure.

Miscellaneous

- a. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- b. Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent with the approval of the Association so as to facilitate operation of the grievance.

ARTICLE XXI

ACADEMIC FREEDOM

The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher (provided such activities do not take place during his working hours) or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE XXII

STATE AND FEDERAL FUNDS

An opportunity shall be provided for one or more representatives of the Association to participate in the initial planning of any school committees engaged in formulating programs or projects for the utilization of state and/or federal funds.

The Board and the Association agree that prior to any Board action relative to the new use of state and/or federal funds, an opportunity shall be provided for Association representatives to meet with the superintendent to review proposals and priorities.

ARTICLE XXIII

CONSULTATIONS

The Board agrees to authorize its supervising agent to meet with representatives of the Association on a regular basis to discuss matters of mutual concern. In addition, the Association President or his/her designee will serve on all Lisbon Central School prospective search and interview committees, at the discretion of the Administration and/or the Board of Education.

ARTICLE XXIV

SEVERABILITY

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

ARTICLE XXV

PLACEMENT ON THE SALARY SCHEDULE

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

- a. Degree status.
- b. In the Superintendent's sole discretion, as approved by the Lisbon Board of Education, credit for previous teaching experience in public, private and military dependency schools; not more than actual teaching years of experience.

- c. Benefits for 15 semester hours above Bachelors and MA: Faculty members shall inform the superintendent in writing prior to January 1st that he or she intends to qualify for a change of degree status for the next school year commencing in September. When scholastic work is completed, the teacher must provide the superintendent with necessary proof of same. Benefits will then be realized for the entire amount or that amount prorated depending on when the program was completed. If this information is not made available before budget is finalized, the increment will of necessity, have to wait for the next budget.
- d. In the event that a substitute teacher remains in the same position consecutively for forty (40) working days, he or she shall then, commencing on the forty-first (41) day, be compensated at the rate of a Step 1, BA Level, teacher or higher depending on their degree status and years of experience, in accordance with the collective bargaining agreement.

ARTICLE XXVI

SERVICE FEE AND DUES DEDUCTION

1. All teachers employed by the Lisbon Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportionate costs of collective bargaining, contract administration and grievance adjustment.
2. The Association shall inform the Board of the dollar amount of said service fee by January 1 of each calendar year. The Board agrees to deduct the amount of said fee or dues from teachers' paychecks.
3. Membership in the Association shall be a matter of personal choice for each member of the bargaining unit. Any member of the Association who wishes to terminate his membership may do so by providing thirty (30) days written notice to the Association President and to the Superintendent.
4. The Association agrees to indemnify and hold harmless the Board, its officers and agents against any and all claims, demands, suits or other forms of liability, including attorneys' fees and the costs of administrative hearings, that may arise out of, or be related to, action taken by the Board for the purposes of complying with the provisions of this article.

ARTICLE XXVII

JURY DUTY

Any teacher who is called to jury duty shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave or personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and jury fee.

ARTICLE XXVIII

ASSOCIATION BUSINESS LEAVE

The president or his or her designee of the Association shall be allowed three days per year for the purpose of conducting Association business. The substitute's salary will be borne by the Association.

Written application for such leave shall be submitted to the Superintendent of schools not less than one (1) full school day in advance of the day for which the leave is requested.

ARTICLE XXIX

SABBATICAL LEAVE

1. Any member of the bargaining unit with at least seven (7) years of teaching experience in Lisbon and who has earned a Master's degree may apply for sabbatical leave.
2. Written applications for such leave shall be submitted to the Superintendent by March 1 of the school year preceding the year the sabbatical is to begin. Applications shall include information describing the nature and value to the Lisbon school system of the leave.
3. Applications shall be evaluated by the Superintendent and a recommendation shall be made to the Board. Such evaluation and recommendation shall be based on the value of the program to the Lisbon school system, the length of leave requested, outside grant money available to the applicant, the ability of the Board to replace the teacher during the leave, and the Board's ability to fund the leave. The Board shall vote to approve or reject the Superintendent's recommendation in its sole discretion.
4. Sabbatical leave may be granted to no more than one member of the bargaining unit in any one school year. Leaves shall not exceed one full school year.
5. Applicants granted leave shall be compensated at half pay and shall be entitled to insurance benefits in accordance with Article VI during the term of the leave, provided that such pay, when added to compensation from other sources, including but not limited to grants and scholarships, does not exceed the teacher's regular salary.
6. Upon completion of the sabbatical the teacher shall be obligated to return to the Lisbon school system for a minimum of two (2) years. Teachers who do not meet this requirement shall be obligated to reimburse the Board for the full amount of all salary and benefits received during the sabbatical. The Board shall require teachers on sabbatical to sign a written agreement recognizing this obligation.
7. Upon return from sabbatical, the teacher shall not lose any step advancement to which he otherwise would have been entitled.

ARTICLE XXX

COMPENSATIONS

Teachers asked to perform the following activities shall be compensated as follows:

- A. Teachers performing homebound instruction will be paid at the rate of \$32.00 per instructional hour. There will be no reimbursement for travel.
- B. Teachers involved in curriculum development, writing, planning, research, and implementation will be paid at the rate of \$32.00.
- C. Teachers involved in writing grants will be paid at the rate of \$28.00.
- D. The Administration will post any extra compensatory positions and interview presently employed certified staff members before interviewing outside applicants.
- E. Administrative directive meetings resulting in the loss of preparation time (ex. PPT's) will be compensated at an hourly rate of \$32.00.

ARTICLE XXXI

FACULTY MEETINGS

- A. Notice of school faculty meetings (two per month for administrative purposes) shall be given three (3) school days in advance of such meetings, provided that the Superintendent or his/her designee shall have the right to call emergency meetings at any time.

ARTICLE XXXII

BOARD RIGHTS AND RESPONSIBILITIES

All rights granted to the Board of law, including but not limited to Sections 10-220, 10-221 and 10-222 of the Connecticut General Statutes, shall continue to remain vested in the Board, whether or not exercised, unless specifically limited by the express provisions of this Agreement.

ARTICLE XXXIII

TRANSFERS OF TEACHING STAFF

It is understood that at times changes in philosophy or student population will require transfers among staff in academic areas as well as across grade levels. Consequently, when philosophic or

population considerations require such transfers among staff such transfers shall be made at the sole discretion of the superintendent with input from the Lisbon Education Association.

An involuntary transfer shall only be made after a meeting between the teacher and the superintendent. The superintendent shall notify the teacher of the reason(s) in writing for transfer.

Any teacher transferred involuntarily shall be given priority consideration for a vacant position for which he or she has applied provided he or she is certified and qualified.

ARTICLE XXXIV

REDUCTION IN FORCE

The Board of Education may find it necessary from time to time to reduce the number of certified personnel which it employees, due to reduced enrollment within the district, lack of funds, elimination or reduction of a special program, or other reasons.

The superintendent, with input from the designated teachers' union representatives, is directed to develop a just and reasonable plan for selecting staff members to be released, with consideration of seniority, needs of the schools and quality and effectiveness of the individuals.

Prior to commencing action to terminate teacher contracts upon the need to reduce staff, the Board of Education will abide by procedures currently existing in employee organization agreements, or otherwise will give due consideration to its ability to reduce staff by:

1. Voluntary retirements.
2. Voluntary resignation.
3. Transfer of existing staff members.
4. Voluntary leaves of absence.

If a teacher has attained tenure status, the contract of employment may be terminated if the position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school system. "Position available" shall include any position for which said teacher is qualified and currently held by a teacher who is not tenured in the school district. This shall include first preference for positions which are held by non-tenured teachers in addition to positions that are open and available. Determination of those to be released shall be in the following order:

1. Teachers holding Durational Shortage Area Permits provided that there is an eligible teacher with proper certification available.
2. Non-tenured teachers holding initial educator certification.
3. Non-tenured teachers holding professional certificates.
4. Tenured teachers holding professional educator certificates.

The following criteria, after seniority in the school district, will be used to select those employees who are to be considered for termination within the broad tenure and certification categories established above:

1. Areas of certification.
2. Teaching experience in other positions which may be available.
3. Degree status.
4. Total years of teaching experience.
5. Qualification and ability as determined by an objective evaluation of the teacher's performance.

When the Board of Education considers termination of the contract of a teacher it shall authorize the superintendent to notify the teacher in writing that termination of his/her contract is under consideration. The notification and any subsequent proceedings related to termination will be in accordance with the provisions of C.G.S. 10-151.

Nothing herein shall compel the promotion of a teacher to a higher rank even though the teacher is qualified for such promotion and the position is open.

Recall Procedure/Reemployment

If the contract of employment of a teacher is terminated without prejudice because of elimination of a position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two years. If a position becomes open during such period and the teacher has been selected by the Board of Education as a person who is certified and qualified for that position, then the teacher will be notified by certified mail sent to the last known address at least thirty days prior to the anticipated date of reemployment whenever possible. The teacher must accept or reject the appointment in writing within seven days after receipt of such notification. If the appointment is accepted the teacher shall receive a written contract within twenty days of receipt of the teacher's reply to the Board of Education. If the teacher rejects the appointment offer or does not respond according to this procedure within seven days after receipt of the notification the name of the teacher will be removed from the recall list. If the appointment, as mentioned above, is less than equal in time to the teacher's original employment at the time of layoff, the teacher may reject such appointment and such teacher's name would remain on the recall list.

Nothing herein shall compel the promotion of a teacher to a higher rank or the transfer into a position of greater hours even though the teacher is qualified for such promotion and the position is open or available.

ARTICLE XXXV

TEACHING ASSIGNMENTS

Notification of teaching assignments and room assignments for the following school year will be received by the professional staff on or before June 1st of each year.

Should the necessity arise for subsequent changes due to emergency nature, the teacher involved will receive immediate notification.

A list of teachers who would like to be considered when specific positions for which they are certified become available will be maintained by the Central Office for one year. Teachers shall submit their names to such list by January 1st of each year.

Teachers will be notified of new positions created during the summer months by email from the central office provided they had notified the central office in writing by the close of school that they would be interested in any open position created during the summer months.

ARTICLE XXXVI

WITHHOLDING OF INCREMENT OR SALARY INCREASE

If a teacher receives an unsatisfactory performance evaluation, for the subsequent school year the Board of Education may (1) withhold a step increment on the salary schedule or (2) withhold the scheduled annual salary increase for teachers not receiving a step increment under the following conditions:

1. If such action is being considered, the Superintendent must provide written reasons for such possible Board action to the teacher prior to April 1st.
2. Upon such written teacher notification, a program to address and improve teacher performance concerns identified through the evaluation process shall be implemented by the superintendent of schools, or designee, for a period not less than sixty (60) days.
3. Upon completion of this sixty (60) day period, a final recommendation shall be made by the superintendent to the Board of Education on whether or not to withhold an increment or salary increase.
4. Upon completion of a year of satisfactory teaching performance, as determined by the superintendent, the teacher will be returned to his/her appropriate salary placement/amount on the salary schedule.

No teacher shall be denied an increment or salary increase without reasonable and just cause.

ARTICLE XXXVII

LONGEVITY

To qualify for longevity, a teacher must complete fifteen years of teaching service in Lisbon. Upon the completion of fifteen, sixteen, seventeen, eighteen and nineteen years of teaching service in Lisbon, a teacher shall be entitled to a longevity increment of \$1,500.00.

Upon the completion of twenty, twenty-one, twenty-two and twenty-three years of teaching service in Lisbon, a teacher shall be entitled to a longevity increment of \$1,600.00.

Upon the completion of twenty-four years of teaching service, and each service year thereafter, a teacher shall be entitled to a longevity increment of \$1,700.00.

ARTICLE XXXVIII
INCLEMENT WEATHER

In the event that the number of school days canceled due to weather conditions exceeds 5 by March 15th in a school year, further canceled days will be deducted from the Spring Vacation. Days canceled after March 15th in excess of 5 shall be added on to the school year in June. Teachers who have scheduled vacation plans for April vacation shall be allowed to take such time provided:

1. Verification of travel plans prior to February 1st.
2. Days missed will be deducted from personal days or accumulated sick leave if personal days have been exhausted (maximum 2 days).
3. Teacher will reimburse Board for substitute expense, if any.
4. Teacher can take remaining days at per diem deduction.

Randall A. Boak

Lisbon Board of Education

Gene B. Townsend

Lisbon Education Association

11/4/2015

Date

11/4/2015

Date

**LISBON SALARY SCHEDULE
2016-2017**

| STEP | BA | BA+15 | MA | MA +15 | 6 th YEAR |
|------|--------|--------|--------|--------|----------------------|
| 1 | 48,059 | 48,717 | 50,030 | 51,124 | 52,186 |
| 2 | 49,803 | 50,484 | 51,845 | 52,979 | 54,079 |
| 3 | 51,608 | 52,315 | 53,724 | 54,900 | 56,041 |
| 4 | 53,480 | 54,213 | 55,674 | 56,892 | 58,073 |
| 5 | 55,420 | 56,179 | 57,692 | 58,955 | 60,179 |
| 6 | 57,430 | 58,217 | 59,785 | 61,093 | 62,362 |
| 7 | 59,513 | 60,328 | 61,954 | 63,308 | 64,624 |
| 8 | 61,671 | 62,516 | 64,200 | 65,605 | 66,968 |
| 9 | 63,908 | 64,783 | 66,528 | 67,984 | 69,397 |
| 10. | 66,226 | 67,133 | 68,942 | 70,450 | 71,914 |
| 11 | 68,628 | 69,568 | 71,442 | 73,005 | 74,522 |
| 12 | 71,117 | 72,092 | 74,034 | 75,653 | 77,225 |
| 13 | 73,696 | 74,706 | 76,718 | 78,397 | 80,026 |
| 14 | 76,369 | 77,415 | 79,501 | 81,241 | 82,928 |

Teachers not on the top steps shall advance one step at the beginning of the school year.

**LISBON SALARY SCHEDULE
2017-2018**

| STEP | BA | BA+15 | MA | MA +15 | 6 th YEAR |
|------|--------|--------|--------|--------|----------------------|
| 1 | 48,996 | 49,667 | 51,006 | 52,121 | 53,204 |
| 2 | 50,774 | 51,468 | 52,856 | 54,012 | 55,134 |
| 3 | 52,614 | 53,335 | 54,772 | 55,971 | 57,134 |
| 4 | 54,523 | 55,270 | 56,760 | 58,001 | 59,205 |
| 5 | 56,501 | 57,274 | 58,817 | 60,105 | 61,352 |
| 6 | 58,550 | 59,352 | 60,951 | 62,284 | 63,578 |
| 7 | 60,674 | 61,504 | 63,162 | 64,543 | 65,884 |
| 8 | 62,874 | 63,735 | 65,452 | 66,884 | 68,274 |
| 9 | 65,154 | 66,046 | 67,825 | 69,310 | 70,750 |
| 10. | 67,517 | 68,442 | 70,286 | 71,824 | 73,316 |
| 11 | 69,966 | 70,925 | 72,835 | 74,429 | 75,975 |
| 12 | 72,504 | 73,498 | 75,478 | 77,128 | 78,731 |
| 13 | 75,133 | 76,163 | 78,214 | 79,926 | 81,587 |
| 14 | 77,858 | 78,925 | 81,051 | 82,825 | 84,545 |

Teachers not on the top steps shall advance one step at the beginning of the school year.

**LISBON SALARY SCHEDULE
2018-2019**

| STEP | BA | BA+15 | MA | MA +15 | 6 th YEAR |
|------|--------|--------|--------|--------|----------------------|
| 1 | 49,878 | 50,561 | 51,924 | 53,059 | 54,162 |
| 2 | 51,688 | 52,394 | 53,807 | 54,984 | 56,126 |
| 3 | 53,561 | 54,295 | 55,758 | 56,978 | 58,162 |
| 4 | 55,504 | 56,265 | 57,782 | 59,045 | 60,271 |
| 5 | 57,518 | 58,305 | 59,876 | 61,187 | 62,456 |
| 6 | 59,604 | 60,420 | 62,048 | 63,405 | 64,722 |
| 7 | 61,766 | 62,611 | 64,299 | 65,705 | 67,070 |
| 8 | 64,006 | 64,882 | 66,630 | 68,088 | 69,503 |
| 9 | 66,327 | 67,235 | 69,046 | 70,558 | 72,024 |
| 10. | 68,732 | 69,674 | 71,551 | 73,117 | 74,636 |
| 11 | 71,225 | 72,202 | 74,146 | 75,769 | 77,343 |
| 12 | 73,809 | 74,821 | 76,837 | 78,516 | 80,148 |
| 13 | 76,485 | 77,534 | 79,622 | 81,365 | 83,056 |
| 14 | 79,259 | 80,346 | 82,510 | 84,316 | 86,067 |

Teachers not on the top steps shall advance one step at the beginning of the school year.

Appendix A - Insurance Benefits

Your summary of benefits



Your Plan: Anthem Platinum Century Preferred PPO 20/0%/2000

Your Network: Century Preferred

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal contract of coverage. If there is a difference between this summary and the contract of coverage, the contract of coverage will prevail.

| Covered Medical Benefits | Cost if you use an In-network Provider | Cost if you use an Out-of-network Provider |
|---|--|--|
| Overall Deductible <i>See notes section at the end of the document to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Retail Prescription Drug Coverage section.</i> | Member: None For Family: None | Member: \$2,000 For Family: \$4,000 |
| Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section at the end of the document for additional information regarding your out of pocket maximum.</i> <i>For prescription drug, all cost shares count towards your plan's annual out-of-pocket limit.</i> | Member: \$2,000 For Family: \$4,000 | Member: \$4,000 For Family: \$8,000 |
| Doctor Home and Office Services Preventive care <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i> | Covered in full | 30% coinsurance after deductible |
| Primary care visit to treat an Injury or Illness | \$20 copay | 30% coinsurance after deductible |
| Specialist care visit | \$30 copay | 30% coinsurance after deductible |
| Prenatal care | Covered In Full | 30% coinsurance after deductible |
| Post-natal care | Covered in Full | 30% coinsurance after deductible |

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Your summary of benefits



| Covered Medical Benefits | Cost if you use an In-network Provider | Cost if you use an Out-of-network Provider |
|---|--|--|
| Doctor Home and Office Services (continued) | | |
| Other practitioner visits: | | |
| Retail health clinic | \$20 copay | 30% coinsurance after deductible |
| On-line visit | \$20 copay | 30% coinsurance after deductible |
| Chiropractor services <i>Limited to 20 visits across outpatient and other professional visits.</i> | \$30 copay | 30% coinsurance after deductible |
| Other services in an office: | | |
| Allergy testing | \$20 copay | 30% coinsurance after deductible |
| Chemo/radiation therapy | 0% coinsurance | 30% coinsurance after deductible |
| Hemodialysis | 0% coinsurance | 30% coinsurance after deductible |
| Prescription drugs | 0% coinsurance | 30% coinsurance after deductible |

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Your summary of benefits



| Covered Medical Benefits | Cost if you use an In-network Provider | Cost if you use an Out-of-network Provider |
|--|---|--|
| Diagnostic Services Lab: Freestanding/Reference Labs Office Outpatient hospital | Covered in Full 0% coinsurance 0% coinsurance | 30% coinsurance after deductible 30% coinsurance after deductible 30% coinsurance after deductible |
| X-ray: Office Freestanding radiology center Outpatient hospital | 0% coinsurance 0% coinsurance 0% coinsurance | 30% coinsurance after deductible 30% coinsurance after deductible 30% coinsurance after deductible |
| Advanced diagnostic imaging (for example, MRI/PET/CAT scans): Office Freestanding radiology center Outpatient hospital | 0% coinsurance 0% coinsurance 0% coinsurance | 30% coinsurance after deductible 30% coinsurance after deductible 30% coinsurance after deductible |

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Your summary of benefits



| Covered Medical Benefits | Cost if you use an In-network Provider | Cost if you use an Out-of-network Provider |
|--|--|--|
| Emergency and Urgent Care | | |
| Urgent care (office setting) | \$30 copay | 30% coinsurance after deductible |
| Emergency room facility services | \$200 copay | Same as In Network |
| Emergency room doctor and other services | 0% coinsurance | Same as In Network |
| Ambulance (air and ground) | 0% coinsurance | Same as In Network |
| Outpatient Mental/Behavioral Health and Substance Abuse | | |
| Doctor office visit | \$20 copay | 30% coinsurance after deductible |
| Facility visit: | | |
| Facility fees | \$20 copay | 30% coinsurance after deductible |
| Doctor services | \$20 copay | 30% coinsurance after deductible |
| Outpatient Surgery | | |
| Facility fee: | | |
| Freestanding surgical center | \$300 copay | 30% coinsurance after deductible |
| Hospital | \$300 copay | 30% coinsurance after deductible |
| Doctor services: | | |
| Freestanding surgical center | 0% coinsurance | 30% coinsurance after deductible |
| Hospital | 0% coinsurance | 30% coinsurance after deductible |

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Your summary of benefits



| Covered Medical Benefits | Cost if you use an In-network Provider | Cost if you use an Out-of-network Provider |
|--|--|--|
| Hospital Stay (all inpatient stays including maternity, mental / behavioral health, and substance abuse) Facility fee (for example, room & board) | \$500 copay per day up to 3 days | 30% coinsurance after deductible |
| Doctor and other services | 0% coinsurance | 30% coinsurance after deductible |
| Recovery & Rehabilitation Home health care <i>Limited to 100 visits; limit does not apply to Physical, Occupational or Speech Therapy when performed as part of Home Health.</i> | \$20 copay | 25% coinsurance after deductible |
| Rehabilitation services (for example, physical/speech/occupational therapy): Office Outpatient hospital <i>Limited to 40 combined visits for Physical, Occupational and Speech Therapy. Visit limits are combined across outpatient and other professional visits.</i> | \$30 copay 0% coinsurance | 30% coinsurance after deductible 30% coinsurance after deductible |
| Cardiac rehabilitation Office Outpatient hospital | \$30 copay 0% coinsurance | 30% coinsurance after deductible 30% coinsurance after deductible |
| Skilled nursing care (in a facility) <i>Limited to 90 combined days for Rehab and Skilled Nursing Facility.</i> | \$500 copay per day up to 3 days | 30% coinsurance after deductible |
| Durable medical equipment & prosthetics | 50% coinsurance | 50% coinsurance after deductible |

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Your summary of benefits



| Covered Prescription Drug Benefits | Cost if you use an In-network Provider | Cost if you use an Out-of-network Provider |
|--|--|--|
| Retail Prescription Drug Coverage <i>This plan uses a Anthem National Drug List. Drugs not on the list are not covered. Home Delivery copays are 2.5 times retail copays and select drugs are available for up to a 90 day supply.</i> | | |
| | | |
| Drug tier 1 - Typically Generic | \$5 copay | 50% coinsurance |
| Drug tier 2 - Typically Preferred / Formulary Brand | \$30 copay | 50% coinsurance |
| Drug tier 3 - Typically Non-preferred/Non-formulary and Specialty Drugs | \$60 copay | 50% coinsurance |
| Drug tier 4 - Typically Specialty Drugs | 25% coinsurance | 50% coinsurance |
| Drug tier 4 per-prescription maximum cost share | \$250 | None |

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Your summary of benefits



| Covered Vision Benefits | Cost if you use an In-network Provider | Cost if you use an Out-of-network Provider |
|--|--|--|
| <p><i>This is a brief outline of your vision coverage. Not all cost shares for covered services are shown below. For a full list, including benefits, exclusions and limitations, see the combined Evidence of Coverage/Disclosure Form/Certificate. If there is a difference between this summary and either Evidence of Coverage/Disclosure form/Certificate, the Evidence of Coverage/Disclosure form/Certificate will prevail.</i></p> <p><i>Only children's vision services count towards your out of pocket limit.</i></p> | <p><i>Exams are covered once per benefit period. For children through age 18: Eyeglass lenses and Frames are covered once per benefit period. There is a selection of frames and Contact Lenses that are covered under this plan. For members age 19 and older: Eyeglass lenses and Frames are covered once every other benefit period. Contact lens benefit available only if eyeglass lens benefit is not used. Review the formal contract of coverage or contact your vision provider for more information.</i></p> | <p><i>For covered services with a reimbursement amount, you will have no cost share up to that amount. All costs beyond the reimbursement amount are subject to balance billing.</i></p> |
| Children's Vision Essential Health Benefits | | |
| Vision exam | \$50 copay | 40% Coinsurance |
| Frames | \$0 copay | Not covered |
| Lenses | | |
| Single | \$0 copay | Not covered |
| Bifocal | \$0 copay | Not covered |
| Trifocal | \$0 copay | Not covered |
| Elective Contact Lenses | \$0 copay | Not covered |
| Non-Elective Contact Lenses | Covered in full | Not covered |

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Your summary of benefits



| Covered Vision Benefits | Cost if you use an In-network Provider | Cost if you use an Out-of-network Provider |
|---|--|--|
| Adult Vision Essential Health Benefits | | |
| Vision exam | \$20 copay | \$30 reimbursement |
| Frames | \$130 allowance | \$45 reimbursement |
| Lenses | | |
| Single | \$20 copay | \$25 reimbursement |
| Bifocal | \$20 copay | \$40 reimbursement |
| Trifocal | \$20 copay | \$55 reimbursement |
| Elective Contact Lenses | \$80 allowance | \$60 reimbursement |
| Non-Elective Contact Lenses | Covered in full | \$210 reimbursement |

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Your summary of benefits



| Covered Dental Benefits | Cost if you use an In-network Provider | Cost if you use an Out-of-network Provider |
|---|--|--|
| <p><i>This is a brief outline of your dental coverage. Not all cost shares for covered services are shown below. For a full list, including benefits, exclusions and limitations, see the combined Evidence of Coverage/Disclosure Form/Certificate. If there is a difference between this summary and either Evidence of Coverage/Disclosure form/Certificate, the Evidence of Coverage/Disclosure form/Certificate will prevail. Children's dental services count towards your out of pocket limit.</i></p> | | |
| Children's Dental Essential Health Benefits | | |
| Diagnostic and preventive | 0% coinsurance | 0% coinsurance |
| Basic services | 40% coinsurance after deductible | 40% coinsurance after deductible |
| Major services | 50% coinsurance after deductible | 50% coinsurance after deductible |
| Medically Necessary Orthodontia services | 50% coinsurance after deductible | 50% coinsurance after deductible |
| Cosmetic Orthodontia services | Not covered | Not covered |
| Deductible (Applies to all services except diagnostic & preventive) | None | Combined with Medical |
| Out-of-Pocket Limit | Combined with Medical | Combined with Medical |
| Adult Dental Essential Health Benefits | | |
| Diagnostic and preventive | Not covered | Not covered |
| Basic services | Not covered | Not covered |
| Major services | Not covered | Not covered |
| Deductible | Not covered | Not covered |
| Out-of-Pocket Limit | Not covered | Not covered |

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Your summary of benefits



Notes:

- If your plan includes a hospital stay copay and you are readmitted within 72 hours of a prior admission for the same diagnosis, your hospital stay copay for your readmission is waived.
- If your plan includes an emergency room facility copay and you are directly admitted to a hospital, your emergency room facility copay is waived.
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- Human Organ and Tissues Transplants require precertification and are covered as any other service in your summary of benefits.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge.
- Your copays, coinsurance and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit abc.anthem.com to obtain a "Summary of Benefit Coverage".

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LETTER OF AGREEMENT

This Agreement is made by and between the Lisbon Board of Education (hereinafter the "BOARD") and the Lisbon Education Association (hereinafter the "Association"), both of which are sometimes hereinafter referred to as "the parties."

For plan years beginning July 1, 2016, the Affordable Care Act (ACA) expands the definition of small employers to include those with up to 100 employees. As such, the Board must abide by rules and regulations governing the small group market, including those related to benefit coverage, actuarial value and premium rating restrictions. These restrictions will make it legally prohibitive for the Board to offer its employees the insurance coverage set forth in the parties 2013-2016 contract. As such, the parties agree on or before March 1, 2016 to enter midstream negotiations, pursuant to the Teacher Negotiation Act, regarding the provisions specifically contained within Article VI only. Such negotiations shall include, but not be limited, to plan design, costs and/or alternate insurance options and associated costs, including insurance available through the State of Connecticut, the federal government or a similar pooling or exchange concept which would provide equal to or better levels of benefits, services and providers and at a lower cost to the Board, then the coverage set forth in the 2016-2019 contract.

Prior to March 1, 2016, the Board agrees to review and research alternative insurance options available to school boards.

Notwithstanding midstream negotiations described above, the parties understand that since they are currently in negotiations for a successor contract, the parties must come to an agreement on health insurance with respect to the 2016-2019 contract. As such, the parties have agreed to negotiate insurance options available to the parties within the small group market. In the event that the 2016 contract re-opener does not result in a new agreement on insurance by July 1, 2016, the parties will honor the agreement set forth in Article VI of the 2016-2019 contract. The parties agreed to have the teachers' pay 18% of the premium costs in year one of the contract and 19% in years two and three of the contract.

The contract years of all policies are determined by the carrier. As an example if the contract year maximums run from January 1 through December 31, the plan must adhere to this contract year. The Board will provide reasonable notice of such change to the Association.

Randall H. Boach
Lisbon Board of Education

11-3-2015
Date

Anne B. Jernund
Lisbon Education Association

11/4/2015
Date