

**AGREEMENT**  
**between**  
**THE TOLLAND BOARD OF EDUCATION**  
**and**  
**THE TOLLAND EDUCATION ASSOCIATION**  
**for the period**  
**JULY 1, 2017 through JUNE 30, 2020**

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## **ARTICLE I**

### **Recognition**

- A. The Tolland Board of Education (hereinafter referred to as the “Board”) hereby recognizes the Tolland Education Association (hereinafter referred to as the “Association”) as the exclusive representative, as defined in Section 10-153b through 10-153f of the Connecticut Statutes as amended, for certified employees holding positions requiring certification by the State Department of Education, excluding employees in the administrators’ bargaining unit (as defined in the Teacher Negotiation Act), temporary substitutes and all others excluded by the Teacher Negotiation Act.

Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. DSAP holders shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
  2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
  3. DSAP holders shall have no bumping rights or recall rights under this Agreement.
  4. Any substitute who is employed for forty (40) or more days in the same assignment shall, on the fortieth day of employment, be placed on BA step 1 of the salary schedule of the collective bargaining agreement.
  5. Retired teachers teaching pursuant to Section 10-183v of the Connecticut Statutes as amended shall not accrue seniority or length of service for any purpose of this Agreement and shall not have rights under the Layoff and Recall article of this Agreement.
- B. Unless otherwise indicated, the term “teacher” when used hereinafter in this agreement shall refer to all employees in the above unit.

- C. The Association accepts such recognition, and agrees to represent equally all teachers.
- D. It is the intent and purpose of the parties hereto that their agreement promote and improve the quality of education in the Town of Tolland, provide for orderly professional negotiation between the Board and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.
- E. All teachers employed by the Tolland Board of Education shall join the Association or pay to the Association a service fee. Said service fee shall not exceed the amount of the membership dues of the Tolland Education Association, the Connecticut Education Association, and the National Education Association.
- F. All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Tolland Education Association, the Connecticut Education Association, and the National Education Association. Such authorization shall continue in effect from year to year, unless such teacher shall notify the Board of Education and the Association in writing in the month of August of any year. If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described Section E above, and paid in accordance with Section G below.
- G. For those teachers who have not joined the Association and delivered said authorization card by October 1st of the second year of this contract, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deductions. The amount of said service fee shall be certified by the Association to the Board prior to the opening of school each year.
- H. Those teachers commencing employment after the date of execution of this contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Section F of this Article, or fall under the provisions of Section G of this Article after such thirty (30) days.
- I. If during the school year a teacher resigns, retires, receives a leave, or has his/her employment terminated, the balance of the annual dues or service fee shall be deducted from his/her final paycheck.
- J. The Board agrees to forward to the Tolland Education Association each month all monies deducted during that month for dues and service fee deductions.
- K. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees of the Board of Education

who are covered by this agreement and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

- L. The Tolland Education Association agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article. This includes but is not specifically limited to provisions relating to service fees for non-TEA members.

## **ARTICLE 2**

### **Board Prerogatives**

It is recognized that the Board has and will continue to retain whether exercised or not the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the Town of Tolland in all its aspects, including, but not limited to the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Tolland; to give the children of Tolland as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus, and other property used for school purposes; to determine the number, age and qualifications of teachers; to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks used; to make rules for the arrangement, use, and safekeeping of the libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the Town Council and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained shall be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 3**  
**Professional Negotiation**

- A. The Board agrees to begin to negotiate in good faith with the Association, pursuant to Section 10-153d of the Connecticut General Statutes as amended, in accordance with the procedures set forth herein, to secure a successor Agreement relative to all matters concerning salaries and all other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the Association, and shall be reduced to writing and signed by the Board and Association.
  
- B. During negotiations, the Board and the Association shall exchange relevant data, points of view, and proposals and counter-proposals with respect to salaries and any other mandatory subject of bargaining about which either party wishes to negotiate. Either party may, if it so desires, utilize the services of outside consultants. Either party may call upon professional and lay representatives to assist in negotiations.

**ARTICLE 4**  
**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 the Agreement shall remain in full force and effect.

**ARTICLE 5**  
**Grievance Procedures**

- A. **Purpose**  
The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise in connection with this agreement that affect the welfare and/or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate, to the extent permitted by law.
  
- B. **Definitions**
  - 1. "Grievance" shall mean a complaint by an employee based on a violation, interpretation or application of the provisions of this agreement.
  
  - 2. "Teacher" shall mean "teacher" as defined in Article 1, Section B of this Agreement and may include a group of teachers similarly affected by a grievance.

3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for therein, any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. "Days" when used in this Article shall refer to school days except that when school is not in session, days shall mean business days, excluding legal holidays observed by the State of Connecticut, until the first day of school in the next academic year.

**C. Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest. If the due date of a required act under this Article falls on a day that is not a school day (or business day when school is not in session), it shall be due on the first school (or business) day following its original due date.
2. If a teacher does not file a grievance in writing within twenty (20) days after he/she knew or, under normal circumstances should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. 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 rendered at that level.

**D. Procedure**

1. **Level One - Immediate Supervisor (Principal)**
  - a.
    1. A teacher with a grievance or a dispute will first discuss it with his/her immediate supervisor (Principal) either directly or through the Association's representative, with the objective of resolving the matter informally.
    2. If the grievance involves interpretation of the provisions of this agreement, the supervisor and/or the aggrieved may request an interpretation by the current Board and TEA chief negotiators.
  - b. In the event the aggrieved teacher is not satisfied with the disposition of the grievance at this informal level, or in the event

that no decision is rendered to the aggrieved teacher within five (5) days of presentation informally, he/she may proceed to formal written Level One grievance within the time limit specified in Section (C)(2), above.

- c. In the event that the aggrieved teacher is not satisfied with the disposition of the grievance at this formal Level One, or in the event that no decision is rendered with five (5) days after presentation of the grievance, he/she may proceed to Level Two. The Principal shall, within seven (7) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher(s), with a copy to the President of the Association.

## 2. Level Two - Superintendent of Schools

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at formal Level One, he/she may, within seven (7) days of receipt of the decision file his/her grievance with the Association for referral to the Superintendent of Schools.
- b. The Association may, within seven (7) days after receipt, of the grievance from the aggrieved teacher, 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 seven (7) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- d. The Superintendent shall, within seven (7) days after the hearing, render his decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

## 3. Level Three - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two and wishes to have the Association submit the grievance to arbitration, he/she shall within five (5) days of receiving the Superintendent's written decision request in writing to the President of the Association that his/her grievance be submitted to arbitration.

- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- c. The Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Dispute Resolution Center, Inc. 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 hold such hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite. Such arbitration proceedings shall be conducted in accordance with the rules and regulations of the American Dispute Resolution Center, Inc.
- e. The arbitrator shall render his/her findings of fact, reasoning, and conclusions for the issues submitted. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement, and the arbitrator shall not usurp the function of the Board or proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator shall be binding on both parties, except as provided otherwise by law.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

**E. Rights of Teachers to Representation**

- 1. 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.
- 2. Any party in interest may be represented at Levels One or Two of the Grievance Procedure by the Association or by himself or herself. When a teacher is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the procedure unless the party in interest wishes to the contrary.
- 3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

**F. Miscellaneous**

1. The statement of the grievance shall be prepared by the Association.
2. All records dealing with the processing of a grievance shall be filed in a central filing system separate from the personnel file.
3. When required for consultation with an Association member(s) and/or the administration on matters covered by this article, the President of the Association shall receive up to one (1) period of release time per day providing that he/she makes arrangements for his/her scheduled class to be conducted by another teacher and notifies the Building Principal of the arrangements.
4. The Association President, or Grievance Chairman and teachers involved in a grievance or negotiations hearing will be granted adequate release time if the hearing cannot be scheduled outside regular working hours.

**ARTICLE 6**

**School Calendar/Professional Calendar**

The Association recognizes the Board's right to determine the student school calendar. The Board recognizes the Association's right to negotiate the scheduling of non-instructional work days.

**ARTICLE 7**

**Employment Year**

- A. The employment year extends for a period of ten (10) months beginning no earlier than the last full week in August and terminating June 30.
- B. The work year shall consist of 188 days, of which 181 shall be full teaching days. Four (4) days, and 5 hours and 15 minutes will be used for professional development prior to the start of the student school year. The Board agrees to provide one (1) full day and two hours in the afternoon of one of the days before students return, of uninterrupted teacher work-time/classroom preparation time. The remaining work day shall be scheduled as follows: at the elementary and middle school level, on the Parent-Teacher Conference day; and at the high school level, on the Mid-Semester Day.

- C. Persons working in a professional capacity beyond the ten (10) month schedule as outlined in Section A will be paid on a per diem rate based on the teacher's regular step of the preceding year. The length of the working day will be the same as during the school year as outlined in Article 8. This article shall pertain only to those teachers working in a professional capacity except as noted in Article 34 of this agreement.

**ARTICLE 8**  
**Teacher's School Day**

- A. The teacher's normal school day shall be seven (7) hours and fifteen (15) minutes, including a lunch period. The student day will be six (6) hours and thirty (30) minutes. The teacher work schedule will be established by the Board by June 1 for the upcoming school year.

The teaching day and teaching year shall not be increased during the life of this contract. If a proposal is made to lengthen the teacher day and/or year, the Board and the TEA will negotiate a salary increase commensurate with the extension.

- B. In the event that special or unusual circumstances cause the school day to be terminated early, teachers will be allowed to leave one-half hour after the students are dismissed.

**ARTICLE 9**  
**Staff Meetings**

- A. Staff meetings shall be those meetings or conferences scheduled by the Administration which require attendance of the professional staff. Parent conferences are not considered staff meetings.
- B. Staff meetings shall commence within fifteen (15) minutes after the close of the students' school day. These meetings will be no more than sixty (60) minutes in duration except as agreed upon by mutual consent of concerned parties. A notice of at least twenty-four (24) hours shall be given for each regular staff meeting. An agenda or documented focus will be provided prior to each meeting.
- C. There shall be no more than thirty (30) staff meetings per year.
- D. Staff meetings will be called to deal with school business.
- E. A joint meeting calendar shall be developed by the administration and representatives of the TEA for the purpose of scheduling staff and TEA meeting

days during the school year with the understanding that emergency meetings will be held whenever necessary.

**ARTICLE 10**  
**Duty-Free Lunch**

- A. All teachers shall have an uninterrupted duty-free lunch period daily of at least twenty-five (25) minutes duration.
- B. It is understood that teachers are free to leave the school during their lunch period.

**ARTICLE 11**  
**Preparation and Planning**

- A. In addition to his/her lunch period, each teacher will be granted preparation time totaling two hundred (200) minutes per week within the student day, with at least twenty-five (25) consecutive minutes scheduled per day. The administration will make every effort to schedule said time in blocks which will remain consistent from week to week to accommodate individual teaching requirements. Preparation time shall be used for the preparation of classroom materials and planning or for other teacher directed work related to the profession of education. The administration will make every effort to schedule PPT meetings during the regular work day and outside of the teacher's preparation time.
- B. Teachers may be granted release time for classroom observation of curriculum implementation. The Building Principal will arrange to provide coverage. Such coverage may be provided by a teacher not scheduled for a class or preparation period of his/her own.
- C. Departmentalized teachers shall be responsible for no more than four (4) preparations per day. (A single preparation here shall be defined as any single level class, but no single subject offering shall be interpreted as more than two preparations). Sixth, seventh, and eighth grade teachers having an eight (8) period a day schedule can be assigned six (6) classes with the provision that they are not assigned any non-teaching duties. While block scheduling is in effect at Tolland High School, there will be four (4) class periods per day, with teachers being assigned to teach three (3) class periods a day with one (1) class period for preparation. No Tolland High School teacher will be assigned more than five (5) preparations per year, and the administration will make every effort to limit teacher assignments to four (4) preparations per year unless requested by the teacher.

- D. While teaming is in effect at Tolland Middle School, each team shall have a daily team planning period.

## **ARTICLE 12**

### **Teacher Assignment, Transfers and Vacancies**

**A. Definitions**

1. **Assignment** - For purposes of this section, assignment shall mean the placement of a teacher in a particular grade, subject area, school, or for teachers who are normally assigned to more than one school, the school to which said teacher is assigned.
2. **Transfer** - For purposes of this section, transfer shall mean the relocation of a teacher from one school to another.
3. **Vacancy** - For purposes of this section, vacancies shall mean an opening resulting from a teacher voluntarily leaving a position or the creation of a new position.
4. **Seniority** - Seniority shall be defined as the length of continuous service as of the first **TEACHER CALENDAR DAY** of employment in the Tolland School System. Continuous service is not interrupted by sick days, personal days, professional days, in-service days, and sabbatical leaves or other authorized leaves. Teachers shall not accrue seniority during authorized unpaid leaves of absence.
  - a. When seniority is at issue and the first contractual day of employment is equal, then the date on which the teacher signed his/her contract shall determine seniority. If this too is equal, the order of seniority shall be determined by the Superintendent of Schools based upon an evaluation of the best interests of the Tolland Public School System.
  - b. No teacher may accumulate more than the total number of teacher work days per year under the present contract. Active working time for part-time teachers will be prorated.
  - c. The seniority list shall be made available for review by staff annually on or before October 1 of each year.
  - d. If a permanent substitute, as defined by statute and relevant precedent, is placed on contract, seniority for time served will be

determined from the first day of continuous service as a permanent substitute.

**B. Assignment Policy**

1. Assignment of teachers within the school is the responsibility of the Board acting through the Superintendent of Schools or his/her designee. The Board shall make every effort to meet all requests and desires of individual teachers involved, with regard to assignments, to the extent that such wishes do not conflict with the instructional requirements.
2. This assignment policy shall be fairly and equitably applied. Employed personnel who hold the requisite certification will be given consideration for any regular teacher opening. Any openings for September of the following year, which are known one (1) week prior to the close of schools, shall be posted in all schools as far in advance as possible, but in no case less than five (5) days.
3. Teachers shall be notified either electronically or in writing 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, as soon as practicable and under normal circumstances not later than June 1. In the event that the budget is approved after June 1, teachers shall be notified of their assignments no later than ten (10) business days following the final budget approval by the Board.
4. Change of assignment will be voluntary to the extent possible. A change of assignment shall not occur or be announced without a prior conference with the individual involved. The individual may request a TEA representative to be present at the conference.

**C. Transfer Policy and Filling of Vacancies**

Although the Board and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the education process and interferes with optimum teaching performance. Therefore, they agree as follows:

1. The Superintendent will post information concerning all vacancies in each school building within five (5) school days after they become known to the Superintendent. The Superintendent may at the same time of the posting, make arrangements to have the vacancy published.

2. Notification and consideration of the filling of vacancies will be given to all teachers in the system.
    - a. Such notification will be given at least two (2) weeks before being filled except during the summer vacation.
    - b. Teachers wishing consideration for vacancies occurring during the summer shall leave notice with the Superintendent and a stamped, self-addressed envelope or an electronic address.
    - c. All positions will be filled by the best qualified person.
    - d. When qualifications are equal, tenure in the Tolland System will prevail.
  3. Where transfers are necessary, volunteers shall be considered. When a volunteer is not selected for transfer, reasons will be given in writing if requested. Involuntary transfers will only occur when a vacancy occurs arising from a teacher's departure or creation of a new position. An involuntary transfer shall be made only after a meeting between the teacher and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the transfer. Notice of such a transfer must be given to the teacher prior to June 1<sup>st</sup> to the extent practicable. In the event that the teacher objects to the transfer at this meeting, the Association may, upon request of such teacher, send a representative to meet with the Superintendent or his/her designee to discuss the matter. This article is subject to the grievance procedure.
- D. Teachers' request for a change of assignment shall be submitted either electronically or in writing to the school principal. Requests will be granted on the basis of tenure in the Tolland System when all other qualifications are equal.

### **ARTICLE 13**

#### **Layoff and Recall**

- A. Purpose - Recognizing that it may become necessary to eliminate certified or other staff positions in certain circumstances, this Article provides for a fair and orderly process should staff reduction become necessary.
- B. It is recognized that the Board has the prerogative to eliminate certified and non-certified staff positions consistent with the provisions of the State Statutes, providing such elimination does not result in failure in its duty to implement the educational interest of the State. Reductions in staff may result from decreased enrollment, elimination or reduction of programs, or other circumstances as

determined by the Board. When in the judgment of the Board of Education, it becomes necessary to reduce staff positions, the Superintendent will meet with the President of the Association to discuss the effects of the reduction in force prior to notice of the reduction being released to all teachers.

**C. Procedure**

1. Prior to commencing action to lay off teachers under this procedure, the Board will give due consideration to eliminate positions and/or reduce staff by:
  - a. Voluntary resignation
  - b. Voluntary retirements
  - c. Voluntary leaves of absence
  - d. Voluntary transfer of existing staff members
  - e. Transfer of existing staff members
  
2. If a teacher has attained tenure status, he/she may be laid off if his/her position is eliminated, but ONLY if there is not another position available in the school system for which that teacher is certified and qualified. This shall include first preference with regard to positions that 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:
  - a. Non-certified teachers holding temporary authorizations to teach
  - b. Non-tenured teachers
  - c. Tenured teachers
  
3. Determination of those tenured employees who are to be considered for termination will be selected in the following order:
  - a. Least total active teaching time in Tolland School system uninterrupted by resignation. (Active teaching time for part-time teachers will be prorated.)
  - b. Degree Status. (Completed degrees only, i.e. Masters, 6th Year, Doctorate.)
  - c. If selection must be made with above criteria being equal, staff reduction will be determined on the basis of performance, ability, as well as continuous length of service as a teacher. The teacher being terminated will be given, in writing, the reason for termination.

4. **Determination of those non-tenured employees who are to be considered for termination within the certification categories established under C.2 will be based upon the evaluation of the teachers' performance based on formative and summative evaluations.**

**D. Recall Procedure**

1. **If a teacher is laid off because of the elimination of position, the name of that teacher shall be placed on a "Reappointment List" and remain on said list for a period of two (2) years.**

- a. **Tenured Teachers**

**Tenured teachers who have been laid off for reasons specified in Article 13-B will be recalled if a position becomes available within the specified time limits, in inverse order of layoff.**

- b. **Non-tenured Teachers**

**Non-tenured teachers that were laid off for the reasons specified in Article 13-B will be recalled if a position becomes available within the specified time limits, in inverse order of layoff and, if equal, on the basis of the evaluation of the teacher's performance based on formative and summative evaluations.**

2. **When selected by the Board, the teacher will be notified in writing by registered mail, sent to his/her last known address at least thirty (30) days prior to the anticipated date of reemployment where possible. The criteria outlined in paragraph C-3 above shall be considered in the selection of teachers for reappointment. The teacher shall accept or reject the appointment in writing within seven (7) days after the mailing of such notice by certified mail, return receipt. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of the receipt of the teacher's reply by the Board. If the teacher rejects the appointment or fails to respond according to this procedure, without good cause, the name of the teacher will be removed from the Reappointment List. In the event of acceptance of a recall, the teacher shall retain all rights accrued at the time of termination including placement on the salary schedule, benefits and remaining unused sick leave days.**
3. **The Association President shall annually receive the recall list from the District.**

- E. **Definitions - The following definitions apply to the context of this policy:**
1. **“Days” shall mean calendar days.**
  2. **“Teacher” shall apply to any employee of the Board of Education who holds a certificate issued by the Connecticut State Board of Education and is employed in a teaching position.**
  3. **Tenure for the purpose of paragraph 1 of this article will be determined according to statutory standards.**

**ARTICLE 14**  
**Teacher Facilities**

- A. **Space will be provided in which floating teachers may safely store instructional materials and supplies.**
- B. **The Board and the Association agree that each school shall have the following facilities:**
1. **An appropriately furnished room to be used as a faculty lounge.**
  2. **A work area for the preparation of instructional materials will be provided each school. A word processor and computer will be available in each work area and a printer will be provided if space is available. The work area will not be used as an eating area.**
  3. **Well lighted and clean rest rooms for teachers with separate facilities for men and women.**
  4. **Parking space of adequate portion and convenience of location at each school.**
  5. **An extension telephone for teachers' use shall be provided in a private location in each school. The Board of Education will make every effort to provide adequate facilities for parental contact by the teaching staff.**
  6. **Classrooms shall be uniformly equipped with articles for teaching.**

**ARTICLE 15**  
Use of School Facilities

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided that the building principal is notified to ensure no conflicts and the Association will be required to pay for any additional custodial costs involved. These meetings will not start until fifteen (15) minutes after the close of students' school day. Regular Use-of-Facilities forms will be required to be submitted to the building principal in accordance with established procedures only when a facility is requested for activities other than normal meetings of the Association.
- B. Adequate bulletin board space shall be provided in each school for the exclusive use of the Teacher's Education Association.

**ARTICLE 16**  
Textbooks

The Board of Education recognizes the importance of involvement with teachers in selection of instructional materials.

**ARTICLE 17**  
Substitute Teachers

- A. The administration will employ a qualified substitute whenever a classroom teacher is absent. It is recognized that under some circumstances involving high school labs, shops and library and in all schools certain specials and guidance, substitutes are not necessary unless lack of a substitute precludes preparation periods for other teachers.
- B. Substitute teachers will assume all the extra scheduled duties of the absent teacher including but not limited to the following: homeroom, detention, study hall, lunch, recess, morning and afternoon bus duty.
- C. A substitute will be employed when a teacher is absent due to participation in or supervision of a school approved activity which involves three (3) or more period assignments in a given day.
- D. Teachers may request specific substitute teachers. When a teacher is absent for twenty (20) or more school days, a permanent substitute will be employed whenever possible.

**ARTICLE 18**  
**Sick Leave**

- A. Teachers shall be entitled to fifteen (15) working days of sick leave with full pay per year. Teachers may take a full day or half of a day for sick leave. Unused sick leave shall be accumulated to two hundred (200) days, so long as the teacher remains in continuous service of the Board of Education. Leaves taken under the provisions of this contract shall not be considered breaches of continuous service.
- B. Any teacher with two hundred (200) accumulated sick leave days is entitled to fifteen (15) additional sick leave days. Those additional days, if unused, may not be accumulated.
- C. In individual cases taking into account personal hardship, the nature of illness, the circumstances involved and the service record of the teacher concerned, the Board upon recommendation of the Superintendent may grant an additional extension, not exceeding one hundred eighty (180) days beyond the specified limits. Payments shall be made during the period on the basis of the teacher's regular salary less current single per day rate for substitutes for the period granted.
- D. A teacher shall be granted up to twelve (12) days of entitled/accumulated sick leave per school year out of his/her personal sick leave set forth in A above for illness or injury of the teacher's spouse, child, parent, or a person for whom the teacher has primary care responsibility. The Superintendent may approve an additional three (3) days of entitled/accumulated person sick leave per school year for illness or injury of a person whom the teacher has primary care responsibility.
- E. Under suspected misuse of sick leave, the Superintendent may require proof of medical condition by an appropriate medical authority.
- F. Notwithstanding the language in Sections A and B, any teacher who has accumulated more than 265 days of sick leave on or before July 1, 1994 shall be entitled to retain such days. Further, notwithstanding the language in Sections A and B, any teacher who has accumulated more than 200 days of sick leave on or before July 1, 1996 shall be entitled to retain such days.
- G. While a teacher is on an FMLA qualifying leave he/she shall be required to utilize paid leave, to the extent such leave is available, by utilizing paid sick leave. Thereafter, any such leave shall be unpaid. Use of accumulated sick leave for FMLA purposes shall count against the twelve (12) weeks of FMLA leave to which the teacher is entitled. Teachers shall not be required to provide medical certification other than as expressly required by this contract, or by law.

**G. Sick Bank.**

1. Each teacher may annually contribute one (1) day of his/her sick days to the sick leave bank during the designated contribution period. Should there be insufficient days to cover the granting of a teacher's request, a new contribution period will be announced. Unused days in the bank will be retained from year to year.
2. In order to be eligible to receive days from the sick bank, a teacher must have contributed to the sick bank during the contribution immediately prior to his/her request for days from the sick bank. New teachers and teachers returning from leave may contribute one (1) day immediately upon hiring or his/her return to work.
3. Any teacher who has exhausted his/her accumulated sick banks may apply for days from the sick bank. Such days may be granted only in the event of a personal catastrophic illness/incident as evidenced by medical certification. The decision regarding the granting of days will be made by the Superintendent or his/her designee and the Association President or his/her designee. No more than ninety (90) days may be awarded per illness/incident. In the event the Superintendent and the President of the Association, or their designees, are unable to reach agreement regarding a teacher's request, the decision regarding the teacher's request will be made by the Board of Education. The decision as to the granting of denying of requested days from the sick leave bank is not subject to the grievance procedure.
4. The Association President may receive a report on sick leave bank activity upon request.

**ARTICLE 19**  
**Severance Pay**

- A. Upon the retirement or death of a teacher who has had twenty (20) or more years total teaching experience, at least fifteen (15) of which are in such service in the State of Connecticut, and the last ten (10) years of which are in the Tolland School System, such teacher or his/her beneficiary shall be paid fifteen (15) percent of his/her last year's salary over and above his/her regular compensation. This provision shall not apply to teachers hired after June 30, 1994.
- B. Upon resignation of a teacher in good standing based upon evaluations and professional behavior, or retirement from the Tolland School System, or death, a teacher or, upon the teacher's death, his/her beneficiary, will receive incentive

compensation for accumulated sick leave as follows, up to one hundred ninety (190) days.

1. Twenty-two dollars (\$22.00) per day after ten (10) years continuous service.
- C. The benefits set forth in 19.B shall not be available to teachers hired after June 30, 2014.

## **ARTICLE 20**

### **Personal Days and Short Term Leaves**

- A. All teachers will be entitled to the following:
1. Bereavement Leave - five (5) days not accumulative used at the teacher's discretion.
  2. Recognized religious holidays - maximum of three (3) days provided written notice is given to the administration at least two (2) weeks in advance.
  3. Personal Days - three (3) days, not accumulative.
    - a. May be used for personal, legal, household or family matters which require absence during school hours. Personal days will not be used for personal entertainment. Recognizing the necessity for continuity in instruction, teachers will make every effort to avoid the use of personal days abutting a vacation day or holiday.
    - b. Teachers requesting use of up to two days of personal time, cumulative, must submit to the administrator a completed request in writing setting forth the reason for the requested personal day at least five (5) working days prior to the date requested. In case of an emergency, when prior notice to the building administrator is impossible, notice must be given as soon as possible and the building administrator may grant approval after the fact. A request form must still be provided upon return.
    - c. Teachers may request one personal day by indicating on a personal day request form the general category for the personal day: personal, legal, or household/family matter.

**4. Professional Days**

- a. Teachers requesting a professional day shall submit a completed request form to the principal and Superintendent or his/her designee. A written notice of approval or reasons for disapproval shall be given by the Superintendent within five (5) working days from the date of request.
- b. The Board agrees, upon the recommendation of the Superintendent or his/her designee, to reimburse teachers for fees, meals, lodging, and transportation when attendance at conventions and conferences, or observation of an activity in another school system, will contribute to the effectiveness of the instructional program. Estimated fees shall be paid upon prior approval.

**B. All teachers will be entitled to the following leave of absence without pay.**

**1. Crisis leave - up to thirty (30) days**

- a. With approval of Superintendent.
- b. Crisis will be defined as any event which would prevent the teacher from effective job performance.
- c. A crisis leave may be extended under the provisions of Article 23.

**ARTICLE 21**

**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 sick leave or from personal days. The teacher shall receive his/her regular salary minus any compensation received for jury duty. Adjustments to payroll will be based upon proof of service and/or compensation.
- B. Where the Administration feels such jury duty would make an extreme hardship in the system, the Superintendent reserves the right to request the presiding judge to waive duty.

**ARTICLE 22**  
**Sabbatical Leave**

The Superintendent shall determine availability of suitable substitutes and determine leave on this availability, and shall review and approve worthwhile programs subject to the following conditions:

- A. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than June 30 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of June 30 shall be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable. Requests should include the date by which notice of approval or disapproval is required.
- B. The teacher shall be eligible for an initial-sabbatical leave after at least six (6) consecutive full school years of active service in this system. A second sabbatical may be granted after another six (6) year period.
- C. A sabbatical leave shall be for a full academic year and professional staff member shall be paid at half (1/2) of his/her base rate. In this instance "full annual base rate" shall be defined as that salary from which retirement is deducted.
- D. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the teacher shall not elect to return, the teacher shall reimburse the Board fully for all sabbatical payments made by the School Board.
- E. The teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service nor accrual of seniority toward longevity benefits.
- F. A sabbatical leave shall be subject to the recommendation of the Superintendent and approval by the Board of Education. Notice of approval or disapproval will be given in writing as soon as possible, but not later than the date specified in the request.

**ARTICLE 23**  
**Extended Leave of Absence**

- A. Upon the recommendation of the Superintendent, the Board of Education may approve a leave of absence for a teacher for up to one (1) year. A two (2) year leave of absence may be granted for Government Service such as the Peace

Corps, VISTA, or other international or domestic teaching, or service opportunities.

- B. Intent to return to the school system from a leave of absence must be made in writing to the Superintendent of Schools by February 1st of the preceding school year.
- C. A teacher may be granted a leave of absence for critical illness or severe injury in the immediate family (spouse, child, parent, sibling, parent of spouse, step-parent, or grandparent of either) or a person of intimate familiar relationship.
- D. A request for any leave of absence shall be given an answer in writing within ten (10) school days following the next regular Board meeting after the request is submitted.
- E. All leaves of absence will occur between July 1 and June 30. Emergency leaves other than those stated above will be considered by the Board of Education.

**ARTICLE 24**  
**Parenthood Leave**

- A. **Pregnancy and Childbirth Leave**
  - 1. Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.
  - 2. Accumulated sick leave shall be available for use during periods of such disability.
  - 3. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
  - 4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

**B. Childrearing Leave**

1. Any certified professional employee shall be entitled, upon written request to the Superintendent, to an extended leave without pay for the purpose of childrearing of a natural, adopted, or foster child apart from any childbirth disability leave with pay. Such leave may extend for up to one full school year excluding the year in which the leave commences.
2. Childrearing leave shall be subject to the following provisions:
  - a. Employees requesting leave shall submit written notice, not less than thirty days prior to the anticipated date of ending performance of duties.
  - b. Childrearing leaves granted in accordance with B.1. above will end at the beginning of a new school year.
  - c. Employees who have been granted childrearing leaves of absence shall notify the Superintendent of Schools in writing on or before February 1 of their intentions to resume work at the beginning of the ensuing school year.
  - d. Any person employed by the Board of Education to fill the position of any certified professional employee on leave shall be notified in writing by the Superintendent of Schools at the time of employment that his/her contract will terminate at the conclusion of the school year.

**ARTICLE 25**  
**Military Leave**

Any teacher who leaves the Tolland School System in order to fulfill his/her military obligation shall be reinstated upon return in accordance with Sec. 10-156c and 10-156d of the State Statutes as currently amended.

**ARTICLE 26**  
**General Provisions**

- A. There shall be no action of any kind taken against any teacher by reason of his/her membership in a professional organization or participation in its activities.

- B. All provisions of this Agreement shall apply to all teachers without discrimination in regard to age, race, creed, color, religion, nationality, disability, sex, sexual orientation, or marital status.
- C. The private and personal life of a teacher is not within the appropriate concern or attention of the Administration or the Board of Education, except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.
- D. No complaint from a parent shall be used in the evaluation process unless the teacher has been informed in writing of the complaint at the time it occurs. The teacher shall be provided with a copy of the parent complaint if used in the evaluation process.
- E. In-service days shall be planned in consultation between the TEA and Administration.
- F. No teacher shall be disciplined without just cause. If a teacher is to be formally disciplined or otherwise deprived of his professional advantage by the Board or its agents, he/she shall be entitled to receive a statement of reasons in writing.

**ARTICLE 27**  
**Staff Salaries**

- A. All newly employed teachers shall be placed on the appropriate salary schedule taking into consideration the following:
  - 1. Degree status as defined under Section D.
  - 2. Credit for teaching experience in public, private, and military dependency schools, provided that such experience shall have been continuous service of at least one-half of any school year.
  - 3. Up to two (2) years credit for service in the Peace Corps, armed forces, VISTA or other governmental service organization.
  - 4. Credit for service when employed full-time as an elected association official on a local, state, or national level.
  - 5. The Superintendent may grant credit on the salary schedule to a certified teacher for any other type of experience deemed relevant to teaching in Tolland. The TEA President will be informed of any new hire who is granted credit on the salary grid under this clause.

- B. Any teacher coaching or supervising an approved extracurricular activity shall receive his/her stipend in full in the next pay period upon completion of the activity and upon receipt of either the athletic director's or the principal's approval by the business office.
- C. **Salary Schedule Definitions**
1. B.A. - a baccalaureate degree earned at an accredited college or university.
  2. M.A./B.A.+30 - a Master's degree earned at an accredited college or university; or 30 credits earned at an accredited college or university in a planned program in addition to the B.A. degree.
  3. Sixth Year - the sixth year shall constitute a planned program at an accredited college or university resulting in the award of a CAGS, CAS, Sixth Year Certificate, or a second Masters degree, or its equivalent.
  4. PhD. - An earned doctorate at an accredited college or university.
- D. The Tolland School Board shall annually allot \$20,000, to reimburse teachers for courses and workshops based on a priority basis. The reimbursement rate will be half of the existing rate for a three credit graduate course and fees at the University of Connecticut and in no case shall the reimbursement exceed the cost of the course or workshop. If there are insufficient funds to reimburse everyone in one of the following categories, the funds will be given to those submitting their notice of intent or request first, based on the priorities listed. The priority basis is as follows:

**Priority 1**

1. a. Fifty percent (50%) of the money will be allotted to those teachers taking courses leading to a Master's degree. The Tolland School Board will reimburse tuition and fees for these courses providing teachers earn a grade of "B" or better. Teachers qualifying for reimbursement under this section shall receive first priority for one course only, per year. Any additional courses may be applied for under Section E2, as a second priority. Deadline for notification of intent to file a reimbursement request for tuition under this section will be January 30.
- b. Fifty percent (50%) of the money will be allotted to those teachers taking courses above the Master's level as long as the course work leads to advanced degrees in the education field. The Tolland School Board will reimburse tuition and fees for these courses providing teachers earn a grade of "B" or better. Applying for

National Board Certification will count as one course only. Any additional courses may be applied for under Section E2, as a second priority. Deadline for notification of intent to file a reimbursement request for tuition under this section will be January 30.

- c. If allotted funds have not been allocated in their entirety to either group 1a or 1b by January 30, then the remaining funds from that group (1a or 1b) will be used to meet the remaining requests in the other group. When all priority 1 funds have been distributed according to requests received by January 30, then any remaining funds will be used to meet priority 2 requests.

**Priority 2**

2. If money remains at the end of the year, the second priority would be to reimburse tuition and fees for course work as long as the course work is related to their teaching assignment. Deadline for notification of intent to file a reimbursement request for tuition under this section will be January 30.
  3. If money remains at the end of the year after all qualifying course work requests are paid, the remaining funds will be divided equally among all other teacher paid workshop reimbursement requests. Deadline for notification of intent to file under this section will be March 31. Request and receipts for reimbursement under this section will be June 1.
- E. The Tolland School Board will accept earned degrees from universities that have been approved and accredited by the New England Association of Schools and Colleges and sister accreditation agencies throughout the country. The five accreditation associations are listed below:

Middle States Association of Colleges and Schools  
North Central Association of Colleges and Schools  
Northwest Association of Secondary and High Schools  
Southern Association of Colleges and Schools  
Western Association of Schools and Colleges, Inc.

**ARTICLE 28**  
**Part-Time Teachers**

The provisions of this agreement shall be applicable to part-time teachers except as follows:

1. Article 8: Hours will be as established between the principal and the teacher as necessitated by scheduling.
2. Article 11: Part-time teachers will not be entitled to a preparation period.
3. Article 18: If a teacher is subsequently employed full-time, his/her sick leave accumulated as part-time teacher will be adjusted accordingly (e.g., 30 days accumulated at half-time will become 15 days).
4. Article 19: Section A; Part-time service will be credited as such. Section B; Accumulated sick leave will be adjusted as in 3 above.
5. Article 22: Part-time service will be credited as such.
6. Article 27: (Teachers will be paid at the ratio of the time assigned in minutes to the total time in the teacher's work day in minutes as defined in Article 8.)
7. Article 29: The Board will pay its pro rata share of insurance costs for part-time teachers. For example, the Board will pay 1/2 of the cost (based on the premium amount and the Board's co-insurance obligation) of family coverage or individual coverage, as applicable, for a teacher working half-time, the balance to be paid by the teacher.

**ARTICLE 29**  
**Insurance Benefits**

**A. HDHP/HSA Plan**

1. Effective July 1, 2017, a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) shall be the core insurance plan. For any teacher who remains enrolled in the PPO Plan as set forth in Appendix C, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the High Deductible/HSA Plan for a teacher enrolled at the same coverage level. The teacher shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO Plan.

2. The Board shall implement a HDHP/HSA plan including the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Cost Share Maximum (Individual/Aggregate Family)	\$2000/4000	\$4000/8000
Lifetime Maximum	Unlimited	Unlimited

3. For the 2017-18 contract year, the Board will fund seventy-five percent (75%) of the applicable HSA deductible amount for each teacher who elects coverage under the high deductible/HSA plan. For the 2018-19 contract year, the Board will fund sixty-two and one-half (62.5%) of the applicable HSA deductible amount for each teacher who elects coverage under the high deductible/HSA plan. For the 2019-20 contract year, the Board will fund fifty percent (50%) of the applicable HSA deductible amount for each teacher who elects coverage under the high deductible/HSA plan. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, on the first Board payroll period in July and the first Board payroll period in January. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the high deductible/HSA plan is implemented after the start of the calendar year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

4. Teachers shall pay a share of the HDHP/HSA Plan insurance premium costs as follows:

Effective July 1, 2017	(15.5%)
Effective July 1, 2018	(16.0%)
Effective July 1, 2019	(16.5%)

5. Teachers hired after June 30, 2014 who elect to receive health insurance shall participate in the HDHP/HSA plan.

B. For each participating teacher, the Board shall pay the percentages set forth below toward the costs of family coverage or individual coverage, (whichever is applicable) for the following insurance:

1. Vision Care and Dependent Children Rider.
2. Full Service Dental Plan with Rider A.
3. Life and AD&D coverage equal to one and one-half times annual base salary.

Teachers' premium contributions shall be eighteen percent (18%).

- C. The Board shall have the right to change the carriers and/or plans for the health, dental and life insurance benefits described in this article, provided that the new carriers and/or plans provide an overall level of benefits which, when considered as a whole, provides a level of benefits comparable to the existing carriers and/or plans. The board also reserves the right to self-insure some or all of the health, dental and life insurance benefits. The Board will provide at least thirty (30) days notice and consult with the Association before changing carriers and will arrange for information sessions with affected employees prior to implementing any change.

The Board will provide a disruption report developed by each carrier who is under consideration to that of the incumbent carrier. The report will be based on all providers in the prospective carrier network and will be based on the percentage match to all provider (physician, facility and other) encounters in the most current twelve (12) months of visits. The prospective network must have a ninety percent (90%) or better match to all provider encounters.

- D. The Board shall provide information to each teacher on insurance premiums and benefits upon the issuance of a new contract.
- E. Compensation shall be paid to a teacher for personal property damage sustained during or as a direct result of performance of their employment in the Tolland Public Schools, unless such damage was due, in whole or in part, to the teacher's own negligence. The compensation shall not exceed the deductible amount included in a teacher's homeowners or automobile insurance or two hundred dollars (\$200), whichever is less. In order to be eligible for compensation, the teacher must have filed a written report with the local law enforcement agency.
- F. Upon performance of his/her contract obligation to the school district for the entire school year, a teacher who submits a letter of resignation to the administration, no later than June 1, may retain his/her eligibility for insurance benefits, as set forth in this Article, through August 31 or until the teacher is eligible for health insurance benefits from another employer, whichever occurs sooner.

- G. A retiree may continue to maintain coverage for the retiree and his/her eligible dependents (subject to the eligibility requirements of the carrier) as elected above under a sub-group established by the Board of Education. The Board shall pay fifty percent (50%) of the cost of such coverage for teachers who retire with thirty (30) years service in the Town of Tolland, or thirty-five percent (35%) of the cost with twenty-five (25) years service, or twenty-five percent (25%) of the cost of coverage for teachers who retire with twenty (20) years service in the Town of Tolland. Benefits will be paid for a period not to exceed ten (10) years. After the ten (10) year period a retiree may continue to participate in the group coverage at his/her own expense. This provision shall not apply to teachers hired after June 30, 1994.**
- H. Life insurance coverage upon retirement is fifty percent (50%) of the coverage just prior to retirement. This provision shall not apply to teachers hired after June 30, 1994.**
- I. Employees may change insurance benefits once per year. Changes in enrollment during the plan year may only occur to the extent required by law.**
- J. Eligible employees may participate in the Board established Section 125 Plan for pre-tax treatment of health insurance premiums, unreimbursed medical expenses and dependent care expenses.**
- K. The Patient Protection and Affordable Care Act (“PPACA”; Public Law 111-48) has set forth and codified under the Internal Revenue Code §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 2020. 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 re-open the “Insurance Benefits” Section, Article 29, 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.**
- L. An HRA shall be made available for any actively employed teacher who is precluded from participating in the HSA because the individual receives Medicare and/or veterans’ benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board’s annual deductible contribution for those in the HSA. Any unused reimbursement funds shall be maintained in the HRA from year to year with a maximum balance not to exceed the annual deductible for any circumstances. If the Board’s contribution to the HRA would cause the account balance to exceed the deductible amount, the Board’s contribution shall be reduced to ensure that he balance does not exceed the deductible.**

**M. HSA Account Fees:**

The Board agrees to cover any account set up fee (typically one time) and general monthly maintenance fees. Participants will be responsible for fees related to individual account usage including but not limited to fees for: insufficient funds, lost/replacement debit cards, paper statements, check writing fees (if applicable), ATM withdrawal fees, and minimum balance fees.

**ARTICLE 30**

**Teacher Duties**

- A. The Board recognizes the professional status of teachers, and the advantages of utilizing teachers in the most beneficial manner for the students. Accordingly, the Board will make every effort to provide assistance in certain non-teaching areas, including, but not limited to lunch duties and recess duties.

**ARTICLE 31**

**Class Size**

The following guidelines shall be followed in establishing student scheduling:

1. The Board through its administrators will maintain class sizes of twenty-eight (28) students or fewer except in kindergarten, which shall be limited to twenty (20) students. In an extreme or unusual circumstance, the Superintendent will consult with the TEA before increasing kindergarten classes over twenty (20) students.
2. Physical Education classes shall have a maximum of thirty (30) students. (In the school gymnasiums no more than three (3) classes will be scheduled during the same time period.)
3. Activity-oriented classes such as science labs, art and drafting shall not exceed the number of work stations provided except by mutual agreement between the teacher and administration. Where the teacher is new to the system, a representative of the TEA may be present to advise him/her.
4. Technical classes using heavy machinery shall have a maximum of sixteen (16) students. Technology classes at Tolland Middle School shall have a maximum of twenty (20) students.
5. Class size in Family Consumer Sciences involving use of appliances or the inclusion of preschool children shall not exceed twenty (20) students

except by mutual agreement. (It is understood that all other Family Consumer Science classes are an exception to this restriction.)

6. In difficult budgetary times, the Superintendent may approach the Union about modifying the class sizes set forth above. In the event that the Association rejects the recommendations of the Superintendent, the matter in dispute shall be submitted to mid-term interest arbitration in accordance with the provisions of the Teacher Negotiation Act, Conn. Gen. Stat. § 10-153a *et seq.*

## **ARTICLE 32**

### **Specialists**

- A. The Board of Education will provide teachers in the areas of guidance, art, music, physical education, psychological evaluation, library and special education in each building. Such teachers will not be assigned to more than two (2) buildings.
- B. In order to meet minimum requirements of the following positions, it is necessary to work beyond the regular employment day and year with the students and parents. Days beyond the regular school year shall be: Reading teachers, two (2) days; Counselors and School Psychologists, twelve (12) days.

Compensation for the positions will be as follows:

Reading teachers	1.2 percent of regular salary
Guidance counselors	6.5 percent of regular salary
School psychologists	6.5 percent of regular salary

To work beyond the days established above, such teachers must request approval from the Superintendent of schools and/or his/her designee. If such additional time is granted, compensation for that additional time shall be computed at an hourly per diem rate based on the individual teacher's annual salary.

- C. Kindergarten teachers shall set aside two (2) work days per year to meet minimum requirements of their positions. Such days shall be held within the teachers' normal work hours between February and June of each year, as scheduled by the Administration. Kindergarten teachers shall not receive any additional compensation for these days.
- D. The position of Director of Athletics and the Director of Guidance shall be contracted on a twelve (12) month basis with "Director" designation. Other positions may be added to this classification at the discretion of the Superintendent and the Board. Persons holding these positions will be covered by

this agreement. In addition, they will be required to work twenty-five (25) days beyond the teacher work year. Compensation for the position shall be twenty percent (20%) of regular salary.

### **ARTICLE 33**

#### **Special School Programs**

These provisions apply to homebound instruction and summer school.

- A. Positions in these programs shall be filled first by teachers regularly employed in the school system in which the pupil is enrolled.
- B. In filling such positions, consideration shall be given to the student's needs and to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system, and prior experience in this program, if any.
- C. The practicalities of filling positions for homebound instruction do not always allow time to list openings for which teachers may apply. Therefore, teachers wishing to be considered for homebound teaching assignments shall notify the guidance office (high school and middle school), and/or the principal's office (Tolland Intermediate School and Birch Grove). Assignments for homebound instruction shall be made by administration and guidance from lists of interested teachers compiled in these four locations.
- D. Compensation for Homebound Instruction shall be as follows: \$30.00/hour for one student, plus an additional seven dollars (\$7.00) per hour for each additional student.

### **ARTICLE 34**

#### **Curriculum Development**

Curriculum shall be thoroughly researched by a joint committee of Administration, Association and Board of Education or its representatives. The teacher shall play an active role in the preparation, implementation, and evaluation of curriculum. It is understood that a curriculum shall be developed eventually for each subject area throughout the educational system in Tolland.

Curriculum shall be revised and/or developed in subject areas to be identified. This will proceed as follows:

- A. All teachers shall be notified in writing and be invited to participate in curriculum development. Teachers who volunteer to write curriculum outside the normal

school day (subject to Superintendent approval) shall be paid at an hourly rate of the BA Step 1.

- B. When summer curriculum writing is to be undertaken, the Superintendent or his/her designee shall appoint summer curriculum writers according to the following guidelines:
  - 1. The scope of the writing project shall determine the schools to be represented.
  - 2. Teachers from the grade and/or school whose curriculum is being revised will be given preference.
  - 3. Appointments to curriculum revision and/or summer writing shall be made by the Superintendent or his/her designee after consultation with the principals.
- C. A summer curriculum writing day consists of seven (7) working hours, including one-half hour for lunch.
- D. Writing days shall be determined by the writers after consultation with the Superintendent.
- E. The per diem rate of pay for each member of the Summer Curriculum Writing Team shall be 1/(days in the teacher work year) of the first step of the B.A. Salary Schedule.
- F. The Board of Education shall provide clerical assistance and materials necessary to publish the curriculum.

#### **ARTICLE 35** **Amendment**

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 36** **Miscellaneous**

- A. The Board agrees to provide deductions for insurance for those teachers filing a form no later than the first Friday in September of each year for the current

school year. Insurance forms shall be made available to all teachers upon receipt of the contract or salary agreement.

- B. The Board further agrees to provide payroll deductions for local, state and national teacher association dues to be deducted in nine (9) equal portions during the months October through June for those teachers filing a form by September 15 of each year for the duration of this contract.
- C. The Board agrees to provide direct deposit to a maximum of three (3) accounts. Time required for changes in direct deposits is six (6) weeks. The Board agrees to provide monthly payroll deductions during the months of October through June for annuities, for those teachers who file a form, indicating the amount to be deducted at least three (3) weeks prior to the first of the month in which deductions are to begin.
- D. Payroll checks shall be via direct deposit and issued on the first Friday upon return to work and then biweekly, with the final paycheck issued on the last day of school or the normally scheduled Friday, whichever comes first. No later than July 31 for each year of the agreement, the teacher must elect whether he/she wants his/her monies based on a 22 or 26 payment basis, and whatever determination is made at that time shall continue through the year.
- E. In-service training and professional development programs will be scheduled in accordance with State Statute. Other training and development programs may be scheduled by the Board as necessary during the employment year.
- F. Teachers completing requirements for an advanced degree that would qualify them for a lane change must provide written notice plus evidence of completion to the Superintendent or his/her designee by September 1<sup>st</sup> to be eligible for the pay raise to be in effect for the entire school year. Teachers who provide evidence after that date or complete course work in the fall semester are eligible for a pay increase to commence in January of the same school year provided that they submit evidence of completion by January 1<sup>st</sup>.

Evidence to be presented must include, college/university official transcript; however, in the event that the college/university has not released the official transcript by the date required, the teacher may submit a letter from an authorized official of the college/university attesting to completion. The teacher shall be required to send the official transcript as soon as it becomes available.

- G. Teachers hired after August 31st will make special arrangements for the first paycheck with the business office, but shall be paid, in any event, by the second payday.
- H. The Tolland Education Association President shall be released from non-teaching assignments one (1) period per day or the equivalent of one (1) period, to be

established between the principal and teacher, to consult with Association member(s) and/or the administration.

- I. The Tolland Education Association will have use of a classroom, as a workroom, as space is/or becomes available in Tolland Schools.
- J. The Tolland Public Schools will permit teachers to share classroom jobs. Such job-sharing will be conducted according to procedures developed by the Superintendent and the Association. Benefits will be assigned on a pro-rata basis.
- K. Any proposals to alter the job descriptions of employees covered by this agreement will be made only after consultation between the Superintendent and the Association.
- L. Teachers who are assigned to teach at two (2) or more schools will be reimbursed for mileage incurred traveling between the schools. Such teachers will be required to submit a mileage form to the Board office on a monthly basis in order to obtain such reimbursement. Reimbursement will be at the IRS rate.
- M. At the time of the placement of a special education student in his/her classroom, or as soon as possible thereafter, every teacher responsible for implementing the IEP shall be provided with the opportunity to confer with the special education teacher, sending teacher, and/or principal.

The Administration will notify the teacher if an assigned student has a known history of aggressive and/or violent behavior.

- N. The Board and the Association recognize the importance of maintaining a safe school environment. Accordingly, the Board has implemented, and teachers will participate in, the Tools for Schools program.

The Board will make reasonable efforts to provide well lighted and clean rest rooms, classrooms and work areas for teachers, with separate restroom facilities for men and women.

## **ARTICLE 37**

### **Duration**

The provisions of the Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2020.

**ARTICLE 38**  
Other Professional Positions

All positions listed in this article will be paid on the following basis: (Position percent) x (80) percent x (first step B.A. salary). Each percentage point, as reflected in the tables set forth below, shall be based upon a minimum of twenty (20) hours spent outside the regular work year.

All positions listed in Clubs and Advisors, and Program and Curricular Positions, shall be filled in the following manner:

1. First, the position shall be announced in the building in which it is housed.
2. If the position is not filled by a staff member assigned to the building in which the position is housed, the building principal shall announce the opening to all schools.
3. At the same time the unfilled position is announced in paragraph 2 above, recruitment efforts may also be started outside the district staff.

Clubs and Advisors

Title	Percentage
Student Council Advisor (THS-each of 2)	7
Yearbook Advisor (THS-each of 2)	7
Yearbook Advisor (Other than THS)	4
National Honor Society Advisor	5
Jazz Band (THS)	6
Drama Director (THS)	7
Drama Director (TMS) Play	6
Variety Show Director (TMS)	3
Marching Band Director (THS)	4
Pep Band (THS)	3
Senior Class Advisor (THS-each of 2)	6
Junior Class Advisor (THS-each of 2)	5
Sophomore Class Advisor (THS-each of 2)	4
Freshman Class Advisor (THS-each of 2)	4
Grade Eight Advisor	5
Mock Trial Advisor (THS)	5
Dramatic or variety show assistants (All Schools)	3
Student Government Advisor (TMS-each of 2)	5
All other clubs/activities	3
Event Chaperone	0.2
Student Council Advisor (TMS-each of 2)	5
School Store (Each School)	4
Distributive Education Clubs of America	5
Graduation Coordinator	3

### Program and Curricular Positions

In the following section, "teacher" shall be any person having teaching responsibilities within a department, program, team or grade. Teachers shall be classified in the following ways:

- a. Department Liaisons at Tolland High School shall be classified by teaching periods, and in all cases, the time will be calculated in thirds (i.e. 1 class is .33). Compensation will follow the percents listed below.
- b. Program/grade leaders will be classified (due to time restrictions) as carrying a whole teaching schedule. Compensation will be at a two percent (2) increase over the percentages listed below.
- c. Department Liaisons who volunteer to carry an additional class will be compensated at a two percent (2%) increase over the percents listed below.

#### Department Chair/Grade Leader

7 or more teacher department	15
6 or more teacher department	14
5 or more teacher department	13
4 or more teacher department	12
3 or more teacher department	11
2 or more teacher department	10
Guidance Coordinator (TMS)	12
Audio-Visual Coordinator (THS-TMS)	5

#### Athletic Positions

All positions will be compensated as listed with the stipulations listed in this paragraph. The high school basketball, indoor track, and football coaches will receive twenty-five percent (25%) above the existing stipend (actual pay) to compensate for the length of the season and time commitment. After five (5) years experience in a coaching position, the coach will receive an additional two percent (2%) in stipend. Years experience in a sport will include experience coaching in another school.

Any person scheduled to receive less than the current compensation under this article shall continue to be compensated at the former rate.

Faculty Manager	4.0
Varsity Coach (THS)	13.0
JV and Assistant Coaches (THS)	9.75
Frosh and TMS Coaches	7.75

Cheerleading (THS – per sport)	5.0
Cheerleading (TMS)	3.0
Athletic Trainer (per sport)	3.0
Intramurals/min. 5 wks; 2x/week or 10 meetings)	2.0
Timers and Scorekeepers/evenings	0.25
Crowd Control/evenings	0.2
TMS timers/scorekeepers/crowd control	0.15
Non-board officials	0.25

**APPENDIX A**  
**2017-18 Salary Schedule**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>Sixth</b>
1	44,521	46,409	47,891
2	45,060	47,988	49,377
3	45,735	49,666	52,075
4	46,543	51,454	54,367
5	47,490	53,359	56,797
6	48,566	55,385	59,364
7	49,648	57,547	61,924
8	50,998	59,847	64,486
9	52,345	62,302	67,185
10	53,695	65,167	70,018
11	53,695	68,359	73,189
12	53,695	71,887	76,427
13	53,695	75,798	79,868
14	54,911	83,682	89,077

All eligible teachers shall advance one step on the salary schedule from the previous year.

**2018-19 Salary Schedule**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>Sixth</b>
1	44,966	46,873	48,370
2	45,511	48,468	49,871
3	46,192	50,163	52,596
4	47,008	51,969	54,911
5	47,965	53,893	57,365
6	49,052	55,939	59,958
7	50,144	58,122	62,543
8	51,508	60,445	65,131
9	52,868	62,925	67,857
10	54,232	65,819	70,718
11	54,232	69,043	73,921
12	54,232	72,606	77,191
13	54,232	76,556	80,667
14	55,872	85,146	90,636

All eligible teachers shall advance one step on the salary schedule from the previous year.

**2019-20 Salary Schedule**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>Sixth</b>
1	45,416	47,342	48,854
2	45,966	48,953	50,370
3	46,654	50,665	53,122
4	47,478	52,489	55,460
5	48,445	54,432	57,939
6	49,543	56,498	60,558
7	50,645	58,703	63,168
8	52,023	61,049	65,782
9	53,397	63,554	68,536
10	54,774	66,477	71,425
11	54,774	69,733	74,660
12	54,774	73,332	77,963
13	54,774	77,322	81,474
14	56,989	86,849	92,449

All eligible teachers shall advance one step on the salary schedule from the previous year.

**APPENDIX B**  
**Teacher Experience Grid**

Step	<i>Years of Experience</i>		
	2017-18	2018-19	2019-20
1	1	1	1
2	2	2	2
3	3	3	3
4	4-5	4	4
5	6	5-6	5
6	7-8	7	6-7
7	9	8-9	8
8	10-11	10	9-10
9	12	11-12	11
10	13	13	12-13
11	14	14	14
12	15	15	15
13	16	16	16
14	17 plus	17 plus	17plus

SIGNATURES

FOR THE  
TOLLAND EDUCATION ASSOCIATION

BY Elizabeth Lemay

DATE 10/14/16

FOR THE  
TOLLAND BOARD OF EDUCATION

BY Vicky Hardy

DATE 10/14/16

APPENDIX C

**Eastern Connecticut Health Insurance Program (ECHIP): Open Access Plus - Tolland OAB6**

Coverage Period: 07/01/2014 - 06/30/2015

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual/Individual + Family | Plan Type: OAP



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.myCigna.com](http://www.myCigna.com) or by calling 1-800-Cigna24

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	For in-network providers \$0 person / \$0 family For out-of-network providers \$250 person / \$500 person +1 / \$750 family Does not apply to in-network preventive care , in-network office visits , prescription drugs Co-payments don't count toward the <u>deductible</u> .	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	Yes. \$50 per person Home Health Care deductible	See the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. For in-network providers \$600 person / \$1,200person+1 / \$1,800 family / For out-of-network providers \$1,500 person / \$3,000person+1 / \$4,500 family	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premium, balance-billed charges, penalties for no pre-authorization, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. For a list of participating providers, see <a href="http://www.myCigna.com">www.myCigna.com</a> or call 1-800-Cigna24	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No. You don't need a referral to see a specialist.	You can see the <u>specialist</u> you choose without permission from this plan.

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-Cigna24 to request a copy.

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Important Questions	Answers	Why this Matters:
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <b>excluded services</b> .



- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** of the service. For example, if the health plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charge is \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **co-payments** and **co-insurance** amounts.

Common Medical Event	Services You May Need	Your Cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you visit a health care <b>provider's office</b> or clinic	Primary care visit to treat an injury or illness	\$25 co-pay/visit	20% co-insurance	-----none-----
	Specialist visit	\$25 co-pay/visit	20% co-insurance	-----none-----
	Other practitioner office visit	\$25 co-pay/visit for chiropractor	20% co-insurance	-----none-----
	Preventive care/screening/immunization	No charge	20% co-insurance	-----none-----
If you have a test	Diagnostic test (x-ray, blood work)	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
	Imaging (CT/PET scans, MRIs)	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

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Common Medical Event	Services You May Need	Your Cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
<b>If you need drugs to treat your illness or condition</b>  More information about <b>prescription drug coverage</b> is available at <a href="http://www.myCigna.com">www.myCigna.com</a>	Generic drugs	\$10 co-pay/prescription (retail), \$20 co-pay/prescription (home delivery)	20% co-insurance	Coverage is limited up to a 100-day supply (retail) and up to a 100-day supply (home delivery)
	Preferred brand drugs	\$25 co-pay/prescription (retail), \$50 co-pay/prescription (home delivery)	20% co-insurance	Coverage is limited up to a 100-day supply (retail) and up to a 100-day supply (home delivery)
	Non-preferred brand drugs	\$40 co-pay/prescription (retail), \$80 co-pay/prescription (home delivery)	20% co-insurance	Coverage is limited up to a 100-day supply (retail) and up to a 100-day supply (home delivery)
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	\$125 co-pay/visit	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification In-network per visit co-pay is waived for non-surgical procedures
	Physician/surgeon fees	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
<b>If you need immediate medical attention</b>	Emergency room services	\$100 co-pay/visit	\$100 co-pay/visit	Per visit co-pay is waived if admitted
	Emergency medical transportation	No charge	No charge	-----none-----
	Urgent care	\$30 co-pay/visit	\$30 co-pay/visit	Per visit co-pay is waived if admitted
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	\$200 co-pay/admission	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
	Physician/surgeon fees	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	\$25 co-pay/visit	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
	Mental/Behavioral health inpatient services	\$200 co-pay/admission	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
	Substance use disorder outpatient services	\$25 co-pay/visit	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
	Substance use disorder inpatient services	\$200 co-pay/admission	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-Cigna24 to request a copy.

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Common Medical Event	Services You May Need	Your Cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you are pregnant	Prenatal and postnatal care	No charge	20% co-insurance	-----none-----
	Delivery and all inpatient services	\$200 co-pay/admission	20% co-insurance	The lesser of 50% or \$500 penalty for no precertification.
If you need help recovering or have other special health needs	Home health care	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
	Rehabilitation services	\$30 co-pay/visit	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification speech therapy services.
	Habilitation services	Not Covered	Not Covered	-----none-----
	Skilled nursing care	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification. Coverage is limited to 180 days annual max
	Durable medical equipment	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
	Hospice services	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
If your child needs dental or eye care	Eye Exam	Not Covered	Not Covered	-----none-----
	Glasses	Not Covered	Not Covered	-----none-----
	Dental check-up	Not Covered	Not Covered	-----none-----

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

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## Excluded Services & Other Covered Services

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)		
<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Bariatric surgery</li> <li>• Cosmetic surgery</li> <li>• Dental care (Adult)</li> <li>• Dental care (Children)</li> <li>• Eye care (Children)</li> </ul>	<ul style="list-style-type: none"> <li>• Habilitation services</li> <li>• Long-term care</li> <li>• Non-emergency care when traveling outside the U.S.</li> <li>• Private-duty nursing</li> <li>• Routine eye care (Adult)</li> <li>• Routine foot care</li> </ul>	<ul style="list-style-type: none"> <li>• Weight loss programs</li> </ul>
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)		
<ul style="list-style-type: none"> <li>• Chiropractic care</li> <li>• Hearing aids(Children)</li> <li>• Infertility treatment</li> </ul>		

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-Cigna24 to request a copy.

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### Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-Cigna24. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the program for this plan's situs state: Connecticut Office of the Healthcare Advocate at 866-466-4446. However, for information regarding your own state's consumer assistance program refer to [www.healthcare.gov](http://www.healthcare.gov).

### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

### Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

### Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-244-6224.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-244-6224.

-----*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*-----

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Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-Cigna24 to request a copy.

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## Coverage Examples

### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



#### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

**Note:** These numbers assume enrollment in individual-only coverage.

Having a baby (normal delivery)	
• Amount owed to providers:	\$7,540
• Plan pays:	\$7,230
• Patient pays:	\$310
<b>Sample care costs:</b>	
Hospital charges (mother)	\$2,700
Routine Obstetric Care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>
<b>Patient pays:</b>	
Deductible	\$0
Co-pays	\$280
Co-insurance	\$0
Limits or exclusions	\$30
<b>Total</b>	<b>\$310</b>

Managing type 2 diabetes (routine maintenance of a well-controlled condition)	
• Amount owed to providers:	\$5,400
• Plan pays:	\$4,520
• Patient pays:	\$880
<b>Sample care costs:</b>	
Prescriptions	\$2,900
Medical equipment and supplies	\$1,300
Office visits & procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>
<b>Patient pays:</b>	
Deductible	\$0
Co-pays	\$600
Co-insurance	\$0
Limits or exclusions	\$280
<b>Total</b>	<b>\$880</b>

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.ccoo.cms.gov](http://www.ccoo.cms.gov) or call 1-800-Cigna24 to request a copy.

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## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or pre existing condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

✗ No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

✓ Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You also should consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Plan ID: 3712165  
Plan Name: OAB6

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