

# **PROFESSIONAL AGREEMENT**

**BETWEEN THE**

**PLAINFIELD BOARD OF EDUCATION**

**AND THE**

**PLAINFIELD EDUCATION ASSOCIATION**

**July 1, 2017 - June 30, 2019**

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**THIS AGREEMENT** is made and entered into, by and between the **PLAINFIELD BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **PLAINFIELD EDUCATION ASSOCIATION** (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

## **ARTICLE 1**

### **WITNESS**

**WHEREAS**, the Board has a statutory obligation pursuant to §10-153a through g, inclusive, of the Connecticut General Statutes as amended, to negotiate with the Association as the exclusive representative of its teaching and special service personnel with respect to salaries and other conditions of employment; and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement.

#### **IT IS HEREBY AGREED AS FOLLOWS:**

Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

## **ARTICLE 2**

### **RIGHTS OF THE SCHOOL BOARD**

- A. The Plainfield School Board is a public body established under and with the power provided by, the General Statutes of the State of Connecticut. As the elected representatives of the citizens of Plainfield, charged with the responsibility for the quality of education, and the efficient and economical operation of the Plainfield School System, it is acknowledged that the Board has the final responsibility of establishing the educational policies of the Public Schools of Plainfield.
- B. Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Board under the Statutes of the State or the rules and regulations of any agencies of the State, except as expressly modified herein. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the Table of Contents of this Agreement.
- C. As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the Board retains exclusively to itself all rights and powers and responsibilities at its discretion without such exercise being made the subject of a grievance-arbitration proceeding.

## **ARTICLE 3**

### **RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining representative for the group of certified professional employees employed by the Board of Education in positions requiring a

teaching or other certificate and/or durational shortage area permit, other than temporary substitutes, and who are not included in the administrators' unit or excluded from the purview of §10-153a to 10-153n, inclusive. For its part, the Association and the certified professional employees recognize their responsibilities under Public Act 76-403 and agree to abide by the provisions of that Act.

B. Any teacher hired under a Durational Shortage Permit from the Connecticut Department of Education shall not receive the benefits of Articles 31 (Reduction In Force) and 32 (Recall), but shall receive salary and benefits in accordance with the collective bargaining Agreement.

C. **Substitute Teachers**

1. A "substitute teacher" shall be defined as a certified teacher employed to fill temporarily a position held by a member of the bargaining unit while that member is on medical, maternity, or other leave, or to fill temporarily a vacant position until a teacher is employed.
2. Substitute teachers employed for fewer than forty (40) consecutive days in the same assignment in any given school year shall be paid at a daily rate set by the Board and receive no benefits under this Agreement.
3. Substitute teachers employed for more than forty (40), but fewer than ninety (90) consecutive days in the same assignment shall be paid per diem in accordance with the first step of the bachelor salary schedule and receive no benefits under this Agreement.
4. After ninety (90) or more consecutive days in the same assignment, certified substitute teachers shall be covered by all the terms and conditions of this Agreement for the duration of the assignment with all benefits (including, but not limited to, salary, sick days, personal leave, etc.) being pro-rated according to the percentage of the remaining school year.
5. For purposes of this Article, days shall mean school days and not calendar days.

## **ARTICLE 4** **RE-NEGOTIATION**

If agreed to by the Board of Education and the Association, the entire negotiated Agreement, any Article, or any other part of this Agreement may be reopened for negotiations prior to the expiration of this Agreement.

## **ARTICLE 5** **DEFINITIONS**

A. **Definitions**

1. In the construction of the following individual articles of agreement, words and phrases

shall be construed according to the commonly approved usage of the language, and technical words and phrases such as have acquired a peculiar and appropriate meaning in education shall be construed and understood accordingly.

2. As used in this Agreement, the following terms shall have the respective meaning as set forth below:
- (a) Board: The Board of Education of the Town of Plainfield, Connecticut.
  - (b) Superintendent: The Superintendent of Schools for the Town of Plainfield, Connecticut, or his/her designee.
  - (c) Association/PEA: The Plainfield Education Association.
  - (d) Teacher: All personnel as defined in Article 3, Recognition.
  - (e) PEA Representative: The duly designated representative of the Plainfield Association in each school building.
  - (f) PR&R: The Professional Rights and Responsibilities Committee of the Plainfield Education Association.
  - (g) Teaching Period: Those periods in which a teacher is actively involved with the pupil in the act of teaching and has participated in the planning of the instruction to be conducted.
  - (h) Preparation Period: Those periods in which the teacher is involved in the preparation of classroom materials and plans.
  - (i) APPLE: A Personal Professional Learning Experience – a self-directed form of professional development.
  - (j) PDEC Committee: The Professional Development and Evaluation Committee.
  - (k) TLC Committee: Teaching & Learning Committee.
  - (l) TEAM: Teacher Education and Mentoring.

## **ARTICLE 6**

### **WORKING CONDITIONS**

#### **A. Work Year**

The teacher work year shall be one hundred eighty-eight (188) days, of which up to one hundred eighty-two (182) days will be student days; two (2) days will be used for parent conferences, which may be scheduled in whole or in part in the evening at the Board's discretion for all certified staff; one (1) day will be used for meetings; and not less than three

(3) days will be professional development days. School faculty meetings will be held once per month for one (1) hour. One (1) Open House evening meeting with parents, of approximately two (2) hours, will be held each year for all certified staff. Student learning meetings will be held once per month for one (1) hour.

B. **Workday**

1. A regular teacher workday will not exceed seven (7) hours in duration.
2. For scheduled professional development days, the workday will not exceed six (6) hours in duration. Teachers are required to complete ten (10) hours of APPLE professional development in accordance with the administration's requirements for the APPLE program.

C. **Seniority**

Seniority shall be determined on the basis of length of service in the district from last date of hire within the teacher bargaining unit.

D. **Impact**

Mandatory participation in programs occurs when either the Plainfield Board of Education or the State Department of Education mandates an extension of the school year or school day with or without the presence of students. The basis of payment would be per diem at the teacher's appropriate step in the salary schedule.

E. **Duty Free Lunch**

All teachers shall have an uninterrupted duty-free lunch period daily of not less than twenty-five (25) minutes. Teachers shall be free to leave the building during lunch at the discretion of the principal.

F. **Preparation Periods**

1. Pre-K -- Grade Five (5): Each teacher shall receive a minimum of one hundred sixty-five (165) minutes per week for individual preparation.
2. Grade Six (6) -- Grade Eight (8): Each teacher shall receive a minimum of two hundred (200) minutes per week for individual preparation.
3. Grade Nine (9) -- Grade Twelve (12): Each teacher shall receive a minimum of two hundred (200) minutes per week for individual preparation.

G. **Faculty Rooms**

Each school shall have a teachers' room which is neatly maintained by the janitorial staff; said room shall have proper lighting and suitable furniture.

## H. Teaching Assignment

1. Teachers initially employed by the Board shall receive their building, grade and/or subject assignment from the Superintendent's or Principal's office.
2. Teachers shall be notified in writing of any change in this assignment for the ensuing year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes or assignments that they will have.
3. This notification shall be given to the teacher no later than July 1<sup>st</sup> prior to that school year, unless extenuating circumstances prevail.
4. Changes in assignments shall be to a comparable position, if possible, and shall not be effected or announced without a prior personal conference between the teacher involved and the school administrator at which time the teacher shall be notified in writing regarding the reasons for reassignment. Reassignments shall not be arbitrary or capricious. If the teacher is not satisfied with the decision of the building administrator then he/she may request a meeting with the Superintendent.

## I. Vacancies

1. A vacancy shall be defined as a position, which the Board has, in its sole discretion, decided to fill, caused by death, retirement, discharge, resignation, or creation of a new position.
2. When a vacancy occurs in a building or program, the vacant position shall be posted in the buildings and the President of the Association shall receive a copy of the posting. The posted vacancy shall set forth the qualifications and job description, if available at the time of posting, for the current vacant position.
3. When the initial vacancy occurs in a building or program, the building administrator(s) or program director(s) shall have the ability to transfer teachers within their building or program into those initial vacancies with the final resulting vacancy being posted system-wide (i.e. fifth [5<sup>th</sup>] grade vacancy occurs due to a retirement; administrators may transfer existing personnel within the building and/or program into the vacant position; final position is posted after all transfers have been completed). It is agreed and understood that more than one (1) building or program transfer may occur as a result of internal building or program transfers, but ultimately a vacant position shall exist to be posted system-wide unless said position has been eliminated by the Board.
4. All vacancies shall be posted in the buildings and the Superintendent's office for a minimum of five (5) school days. Written notice of certified job openings will be e-mailed to a designated Association representative during the summer vacation period instead of being posted. During the summer recess, five (5) business days posting will be required.
5. Any teacher who desires to apply for any vacancy shall submit a written letter of intent for any vacant position with the Office of the Superintendent within the time limit specified in the posting.

J. **Professional Boundaries**

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

K. **Citizenship**

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

L. **Exchange Teacher**

In any year teachers may be voluntarily exchanged for teachers from some other school administration district in the United States or in a foreign country. Such exchange shall be initially recommended by the Superintendent to the Board of Education, which shall determine final action. All rights and privileges of the exchanged teacher shall continue in full force and effect during the exchange period.

M. **Duties**

1. To the extent practicable, the administration shall require teachers working within the same building to share duties on an equitable basis.
2. The President of the Plainfield Education Association shall be assigned no additional duties beyond his/her teaching assignment and be free to carry on Association business and leave the building during school hours except during his/her teaching periods.

## ARTICLE 7

### **TEACHER SALARIES/EXTRA DUTY NOTIFICATIONS**

A. **Contracts**

1. Each September each teacher will be notified of his/her placement on the salary schedule. Teachers will receive notification of their accrued sick leave with each paycheck.
2. Within a reasonable time after appointment, usually within five (5) of the teacher's working days, written notice of extra duty assignments shall be issued for special extra assignments such as coaching, department head/faculty coordinator and other such posts deemed necessary by the administration. Written notice of extra duty assignments is for informational purposes. Such notice is not a contract and should not be executed by either a representative of the Board, or the employee. Compensation for each position is

set forth either in an appendix to this collective bargaining Agreement, or a letter of agreement between the Board and the Plainfield Education Association.

3. In case of any differences between the terms of this Agreement and the provisions of §10-151 of the Connecticut General Statutes, as amended, the statute shall control. Nothing herein shall be construed to provide a method for review of teacher termination proceedings in addition to that set forth in §10-151.

**B. Payment Schedule**

1. The salaries of all teachers covered by this Agreement are set forth in Appendices A and B which are attached hereto and made a part of this Agreement.
2. Teachers may select from the following three (3) salary payment options which may be subject to IRS Section 409A-Deferred Compensation Taxation, and which shall be made by direct deposit to the financial institution of the teacher's choice:
  - (a) Twenty-six (26) equal periodic paychecks.
  - (b) Twenty-one (21) equal periodic paychecks.
  - (c) Twenty-two (22) periodic payments with the twenty second (22<sup>nd</sup>) payment being issued on the last payroll date in June.
  - (d) The list of the Plainfield Public School payroll dates shows the specific dates when the paychecks will be issued.

C. New teachers shall choose an option upon initial employment. Once chosen, an option cannot be changed during the school year. Once chosen, an option is perpetual unless notice is given, in writing, prior to June 1, of the teacher's desire to elect a different option commencing with the next school year.

D. If termination of employment comes prior to the end of the regular school year, the teacher's pay will be prorated on the basis of one-one hundred eighty-eighth (1/188) times the days taught.

E. Any teacher who receives compensation in advance of performing the service and who resigns or otherwise leaves the employ of the Board before performing the work shall immediately reimburse the Board the difference between the amount paid and the amount due for time worked.

**F. Part-Time Teachers**

1. Any teacher employed by the Board for less than full-time, but fifty percent (50%) or more than fifty percent (50%) of the time, shall have his/her salary, sick days and personal days prorated only and shall be entitled, without any proration, to all of the other rights, fringe benefits and protections of this Agreement and shall share in all the duties and responsibilities as provided for in this Agreement on an equitable basis.

2. Any teacher employed by the Board for less than fifty percent (50%) of the time shall have his/her salary, sick days and personal days prorated based upon said teacher's teaching assignment. At the option of the teacher, he/she may purchase medical insurance coverage for the individual teacher, subscriber and dependent, or family coverage, at the group rate, at his/her own expense and at no cost to the Board. At the option of the teacher, he/she may purchase individual dental insurance coverage for the individual teacher at the group rate, at his/her own expense and at no cost to the Board.
3. The pro-ration ratio for part-time teachers shall be based upon the total amount of time the teacher is scheduled to work during the week, in proportion to the total work week for a full-time teacher.

**G. Extended Year Employees**

1. Extended year employees shall receive salary at the appropriate step plus a per diem rate for each day beyond the approved school year they perform their duties.
2. Positions in this category may include but are not necessarily limited to the following:
  - (a) Guidance Counselor.
  - (b) School Psychologist.
  - (c) School Librarian.
  - (d) Speech Pathologist.
  - (e) Social Worker.
3. One (1) additional sick day for extended year employees shall be added, after working twelve (12) days beyond the school year.

**H. Special School Programs**

1. These provisions apply to such programs as summer school, night school and homebound instruction:
  - (a) In filling such positions consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the system, and prior experience in these programs, if any.
  - (b) The Association will be notified of all openings for these positions as early as is reasonable so that it may post the positions to enable interested teachers to apply.
2. Holistic Scoring, CRT Scoring, Pre-CAPT Test Scoring, Homebound Instruction, Curriculum Writing, and Professional Development/In-service Presenters: Compensation shall be twenty-four dollars (\$24.00) per hour. The rate of pay for Summer School teachers shall not be less than twenty-four dollars per hour for the duration of the Agreement. Effective July 1, 2018, the hourly rates of pay in this paragraph shall increase to twenty-five dollars (\$25.00) per hour.

3. As determined by the Board, extra pay for extra work are voluntary positions and teachers shall be paid at the rate of twenty-four dollars (\$24.00) dollars per hour. Effective July 1, 2018, the hourly rates of pay in this paragraph shall increase to twenty-five dollars (\$25.00) per hour.

I. **TEAM Mentors**

Any teacher who has successfully completed mentor training through an approved State Department of Education "Teacher Education and Mentoring Program (TEAM)" and who thereafter accepts an assignment to serve as a mentor for new teachers under the TEAM Program shall be paid a stipend in accordance with the provision set forth in Appendix B (Faculty Coordinator/Team Leaders/Mentors/TLC Committee), Section B for each year of the two (2) year TEAM cycles, including the third (3<sup>rd</sup>)year cycle, if needed. Service as a TEAM mentor shall be voluntary in nature and all volunteers must be approved by the Superintendent or his/her designee.

J. **Professional Peer Support**

The building administration may at his/her discretion assign a teaching mentor to a teacher in order to facilitate the teacher's assimilation to the general workings of the building and school system, including, but not limited to, PASS peer support service. Service as a Professional Peer Support shall be non-evaluative of teachers; voluntary in nature; and shall be compensated in accordance with the provision set forth in Appendix B (Faculty Coordinator/Team Leaders/Mentors/TLC Committee), Section C.

K. **Teaching Learning Committee (TLC)**

Members of the PDEC Executive Team must be members of the TLC Committee. Members of the TLC Committee must attend ten (10) meetings per year, consisting of one and a half (1½) hours per month in addition to the regular scheduled workday. Compensation for TLC Committee members shall be in accordance with the provision set forth in Appendix B (Faculty Coordinator/Team Leaders/Mentors/TLC Committee), Section D.

## ARTICLE 8

### **PROFESSIONAL DEVELOPMENT/EVALUATIONS**

A. **Course Work Reimbursement**

1. Teachers who meet the following conditions shall receive partial reimbursement for the cost of tuition and course materials incurred in taking graduate level courses:
  - (a) The course work must be over and above any work required to achieve or maintain provisional, professional or other certification required by state or federal law or regulation of the Connecticut Department of Education;

- (b) The courses must concern educational or subject areas identified on a list issued from time to time by the Board of Education as qualifying for course reimbursement or must be courses recommended by the Superintendent to specific individuals for improving their skills;
- (c) The particular courses must be approved by the Superintendent in advance. The Superintendent's decision is final and not subject to the grievance procedure;
- (d) The teacher must receive at least a "B" grade for the entire course. A transcript or other official record of such grade must be provided;
- (e) Requests for reimbursement shall be based upon a first-come first-served basis until all available funds are allotted;
- (f) Prior to each school year the Board shall designate how much money will be available to the staff for course reimbursement. The total amount available shall not exceed four thousand dollars (\$4,000). A deadline for applications shall be set;
- (g) Any teacher whose course is approved shall submit evidence of the costs of tuition and related materials and the Board shall, if all conditions are met, reimburse the teacher seventy-five percent (75%) of such agreed upon costs;
- (h) No teacher shall receive reimbursement for more than one (1) course in any school year unless, after the deadline has passed, and after all applications have been approved or disapproved, the amount of funds designated for that year have not been exhausted. Teachers intending to seek reimbursement for more than one (1) course should apply for all courses at the same time, in order of preference.

2. In no case shall reimbursement for a single course exceed four hundred fifty dollars (\$450).

**B. Professional Development and Evaluation Committee (PDEC)**

The Board and the Association agree that the appointment of the teacher members to the school system's PDEC committee shall be the responsibility of the Association President, unless such process or appointment is contrary to law.

## **ARTICLE 9**

### **DEGREE DEFINITIONS/SALARY PLACEMENT**

**A. Degree Definitions**

- 1. "Bachelors" shall mean a baccalaureate undergraduate degree earned at an accredited college or university.
- 2. "Masters" shall mean a master's degree earned at an accredited college or university, or the completion of thirty (30) graduate credits completed after the attainment of the baccalaureate degree in a planned program approved by an accredited college or university subject to the approval of the Superintendent.

3. "Sixth Year" shall mean:
  - (a) A second Master's degree in a discipline other than the discipline in which the initial Master's Degree was attained; or the completion of thirty (30) graduate credits completed after the attainment the Master's degree in a program approved by an accredited college or university or a "Sixth Year Certificate" from an accredited college or university, both subject to the approval of the Superintendent; or
  - (b) The completion of fifteen (15) additional credits completed after the attainment of a Master's degree which requires at least fifty-two (52) credits (such as speech and language pathology, social worker, school counselor or school psychologist), with the fifteen (15) credits completed in a program approved by an accredited college or university and approved by the Superintendent.
4. "Doctorate" shall mean a doctoral degree earned at an accredited university.

**B. Placement on the Salary Schedule**

1. All teachers shall be placed on the appropriate step within the salary schedule taking the following into consideration:
  - (a) Degree status as defined under "Degree Definitions".
  - (b) Full credit for previous teaching experience as a certified teacher in Connecticut provided that such experience shall have been continuous service of at least one hundred five (105) school days of any school year. Intermittent or short term substitute service will not be credited as previous teaching experience. Teaching experience which preceded a break from teaching of five (5) years or longer may be given such credit as the Superintendent, in his/her discretion, determines is appropriate.
2. A teacher expecting a change in degree status which involves a salary increase shall notify the Superintendent's office of his/her intent to change degree status by December 31 of the school year preceding the change. An attempt shall be made to submit all supporting documentation to the Superintendent's office by August 1<sup>st</sup> of the year preceding the change. The Board shall pay no salary increase prior to receiving the supporting documentation. However, the Board shall make retroactive payments as are appropriate to those teachers who are unable to submit documentation of the change prior to the beginning of the school year. Failure to conform to the above procedures will result in a rejection of the request for a change in degree status.

**ARTICLE 10**  
**INSURANCE BENEFITS**

- A. The Board shall provide teachers and eligible dependents with group health insurance benefits pursuant to an agreement between the Board of Education and currently, CIGNA Healthcare ("Administrator"):



2. Twenty (20) to twenty-four (24) years of full-time service: Thirty dollars (\$30.00).
  3. Twenty-five (25) or more years of full-time service: Thirty-five dollars (\$35.00).
- B. The Board shall reimburse any teacher, employed by the Board after July 1, 2008 and resigning from and/or retiring from the Plainfield School System, who has completed at least fifteen (15) years of full-time service, twenty dollars (\$20) for each unused sick day.
- C. Reimbursement will be based on total accrued days, to a maximum of one hundred fifty (150) days.
- D. Payments will be made within twelve (12) months from the time the teacher departs the system. If a teacher gives accurate written notice of intent to leave the system within the year prior to departure, payment will be made within twelve (12) months from the date of receipt of such notice.

## **ARTICLE 12**

### **PAYROLL DEDUCTIONS**

A. **Dues Deduction and Service Fee Deduction**

1. The Associations (i.e. Plainfield Education Association, Connecticut Education Association and National Education Association) shall certify to the Board in writing the current rate of its membership dues. The Association shall give the Board thirty (30) days written notice if there is a change in membership dues.
2. The local Association may offer their membership options, but only the most popular choice will be accepted. In no case will dues deductions be authorized by the Board after the first payroll in October. An all-inclusive list of deductions will be submitted by the Association to the Superintendent's Office previous to that time.

3. **Condition of Continued Employment**

All teachers employed by the Plainfield Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

4. **Deductions**

The Plainfield Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deduction. The amount of the deduction from each paycheck shall be equal to the total Association

membership dues or service fee divided by the number of paychecks that coincide with the regular PEA dues deductions. The amount of the Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

5. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount of agency fees equal to the percentage of the remaining school year.

6. Forwarding of Monies

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers from whom such deductions were made.

7. Lists

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

8. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the Plainfield Education Association, the Connecticut Education Association, and the National Education Association.

B. Hold Harmless Clause

The Association shall protect and save harmless the Board of Education from financial loss or expense, including legal fees and costs, if any, arising out of any and all claims, demands, liabilities, suits or judgments by reason of the implementation of this Article, whether such financial loss or expense results from judicial, administrative, arbitral settlement or other proceedings.

C. The Board shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither

the Association nor any employee covered by this Agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan.

### **ARTICLE 13**

#### **PERSONAL INJURY BENEFIT**

A copy of Connecticut General Statute, Section 10-236a, is attached hereto as Appendix D for informational purposes only.

### **ARTICLE 14**

#### **PERSONNEL FILES**

All personnel files shall be kept and maintained at a central location. A teacher may submit a written notation regarding any material placed in his/her personnel file, and the same shall be attached to the file copy of the material in question. If a teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. No anonymous complaint shall be placed in any teacher's file.

### **ARTICLE 15**

#### **LEAVES OF ABSENCE**

##### **A. Personal Days**

1. All teachers shall be entitled to the following leaves of absence with full pay:
  - (a) Three (3) days per year for personal and/or legal reasons, upon twenty-four (24) hours' notice except in emergencies, to be given to school administrator.
  - (b) Funeral leave shall include five (5) days per death of a parent, spouse or child, and three (3) days for a grandchild, grandparent, brother, sister, mother-in-law, father-in-law, or member of the household of the teacher.
2. Application for personal leave of absence in the provisions above shall be made to the immediate supervisor at least twenty-four (24) hours before taking such leave (except in the case of emergencies) and such leave shall be granted, unless approval would cause unreasonable hardship or disability to the school system on the basis of the application.
3. Personal leaves taken pursuant to the above provision shall be in addition to any sick leave to which the teacher is entitled.

4. All requests for personal days before or after a vacation will be denied unless there are mitigating circumstances such as illness, deaths, or religious holidays. Under no circumstances will the fact that reservations made two (2) or three (3) months in advance be a legitimate reason for personal days on the day prior to or following a vacation. As in all other personal day requests, they must be submitted in writing.

**B. Sick Days**

1. All teachers shall be entitled to fifteen (15) sick days per school year.
2. The Board shall provide for the accumulation of any teacher's unused sick days up to one hundred sixty-five (165) days.
3. Acceptable medical evidence may be required by the Superintendent after five (5) consecutive school days' absence. The Superintendent may also require medical evidence for frequent or unusual patterns of absence. The Board shall pay for the reasonable cost of such medical evidence.
4. Up to three (3) days of a teacher's accumulated sick days may be used for illness in the immediate family (defined as a spouse, child, parent or family member residing in the teacher's household).

**C. Professional Days**

Professional days may be taken by a teacher only with the approval of the Superintendent. These days are not to be considered as personal or sick days.

**D. Peace Corps Leave**

Leave of absence may be granted of up to two (2) years to teachers with tenure status who join the Peace Corps as full time participants in the program. No compensation shall be paid for such service, but movement on the steps will be credited.

**E. Maternity Leave**

**1. Pregnancy and Childbirth Leave**

Maternity leave shall be provided in accordance with the law.

**2. Childrearing Leave**

- (a) Any certified employee who has acquired tenure shall be entitled, upon written request submitted to the Superintendent of Schools, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or

reasonably requested portion thereof, in which the child is born.

- (b) Childrearing leave shall be subject to the following provisions:
- i. Employees requesting leave shall submit written notice not less than thirty (30) days before the anticipated date of ending performance of duties.
  - ii. While on childrearing leave the employee may continue to participate in group insurance plans offered by the Board of Education, totally at the employee's own expense. Any such employee must submit full payment for such participation at least two (2) weeks in advance of the date the Board of Education has to make its payment to the insurance company(ies).
  - iii. Any person employed by the Board 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 said person's contract shall terminate upon the return to active service of the employee on leave whose position is being temporarily filled, unless some other position exists. The person employed to fill the temporary vacancy may be appointed if qualified.
- (c) Childrearing leave under Section 2 shall be available to certified professional employees who have not acquired tenure only with the approval of the Board of Education.

F. **Other Leaves of Absence**

Other leaves of absence without compensation may be authorized by the Board in its absolute discretion for a specific period of time and for an approved purpose.

G. **Rate of Deduction**

For leaves of absence other than those covered by any portion of this Agreement, the rate of deduction shall be prorated on the basis of total days of required attendance by teachers.

**ARTICLE 16**  
**REDUCTION IN FORCE AND RECALL**

A. **General Statement of Policy**

It is recognized that under State law the Board of Education has the responsibility to maintain quality public elementary and secondary schools and to implement the educational interests of the State. However, recognizing that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such elimination become necessary.

**B. Procedure**

1. The Board of Education may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be considered for termination, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
2. Prior to commencing action to terminate teacher contracts under this policy, the Board of Education will give due consideration to its ability to effectuate position eliminations and/or reduction in staff by voluntary retirements or resignations.
3. If the position of a teacher is eliminated by the Board of Education, the position deemed eliminated in a department or grade level shall be that held by the teacher with the least seniority in that department or grade level. Such teacher will be appointed to a vacant or non-tenured teacher's position for which he or she is certified according to system-wide seniority. Seniority shall be determined on the basis of length of service in the district from the last date of hire.
4. Determination of those who are to be reduced shall be made as follows: non-tenured teachers shall be laid off before tenured teachers. In the event that tenure is found not to be definitive enough, other criteria shall be used within each level in the following order: certification status (i.e., the teacher must be certified for the position) and total contractual experience in the system based upon most recent date of hire.

**C. Policy Provision Not Applicable to Promotions**

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, or from a fractional position to a greater fractional or full time position although the teacher whose contract is to be terminated because of elimination of position is qualified and certified for the promotional position.

**D. Recall**

1. Any teacher whose contract is terminated pursuant to this Article shall be eligible for recall for a period of one (1) calendar year from the date of termination of his/her contract in the event a position becomes vacant or is created and for which the teacher is certified to teach.
2. If any teacher on recall is offered any position he/she must be able to begin work within two (2) weeks from the date the notice is mailed or else waive any further recall rights.
3. The last person whose contract is terminated shall be the first one on the recall list given recall notice for a position which he/she is certified to teach. In the event two (2) or more teachers are certified for a position and their contracts were terminated on the same day, the Superintendent shall determine the order of recall involving those teachers.

4. Nothing herein shall require the recall of a teacher to a position of higher rank, authority, or compensation, or from a fractional position to a greater fractional or full time position although the teacher who is to be recalled is certified for such promotional position.

## **ARTICLE 17 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 18 JUST CAUSE**

No teacher shall be suspended without pay or denied an increment, except for just cause.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

### **B. Definitions**

1. "Grievance" shall mean:
  - (a) A claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or a group of teachers and/or arising from the language of this Agreement or an alleged breach thereof; or
  - (b) A complaint by a teacher affected by an alleged violation, misapplication or misinterpretation of a specific provision or provisions of this collective bargaining Agreement.
2. "Teacher" shall mean a member of the collective bargaining unit as stated in Article 3 and defined in Article 5. This term "teacher" 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 the Association as provided for herein.

4. "Days" shall mean calendar days.

C. **Time Limits**

1. As 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.
2. If a teacher does not file a grievance within eighteen (18) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
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.
4. It shall be the responsibility of the aggrieved teacher to proceed to the next level if no decision is rendered within the time limit.

D. **Informal Procedure**

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

E. **Formal Procedure**

1. **Level One - School Principal**

- (a) If an aggrieved teacher is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present his/her claim as a written grievance to his/her Principal or other appropriate administrator.
- (b) The Principal shall, within five (5) days, after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

2. **Level Two - Superintendent of Schools**

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, or within ten (10) days after his/her formal presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools.

- (b) The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
- (c) The Superintendent shall, within ten (10) 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 (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three - Board of Education

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision, or within ten (10) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.
- (b) The Association shall, within five (5) days after receipt, refer the appeal to the Board of Education.
- (c) The Board of Education shall, within thirty (30) days or at its next regularly scheduled board meeting, whichever occurs first, after receipt of the appeal, meet with the aggrieved teacher and representatives of the Association for the purpose of resolving the grievance.
- (d) The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.
- (e) All "grievances" which fall within the definition set forth in paragraph B.1 (b) of the definition of "Grievance" can be processed through Level Four - Arbitration. All other "grievances" can only be processed through Level Three - Board of Education.

4. Level Four – Arbitration

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, or within six (6) days after the Board meeting, 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 grievance shall be submitted to the American Dispute Resolution Center (ADRC) for arbitration in accordance with their administrative procedures, practices and rules.
- (d) The Arbitrator selected shall confer promptly with representatives of the Board and

the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite. The Arbitrator may hear and decide only one (1) grievance in each case; he/she may not add to, delete from, or otherwise modify terms of this Agreement.

- (e) The Arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon all parties in interest.
- (f) The costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

F. **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 Two and Three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association.
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.

G. **Miscellaneous**

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Association and made available in each school so as to facilitate operation of the grievance procedure.
3. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two of the grievance procedure.

**ARTICLE 20**  
**MISCELLANEOUS**

- A. The Board shall provide each teacher with access to the complete text of this Agreement or

successor Agreement, by posting the Agreement online.

- B. Teachers who are required to provide their own transportation in order to carry out their annual assignment and duties for the school system shall be reimbursed at the current rate per mile as established by the Board's mileage reimbursement policy. In order to receive such reimbursement, teachers must obtain prior approval from the Superintendent or his/her designee.

**ARTICLE 21**  
**DURATION**

The provisions of this Agreement shall be effective as of July 1, 2017, and shall continue and remain in full force and effect to and including June 30, 2019.

**ARTICLE 22**  
**SIGNATURE BLOCK**

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

**PLAINFIELD BOARD OF EDUCATION**



Douglas F. Smith  
Its Chairperson

January 11, 2017

**PLAINFIELD EDUCATION ASSOCIATION**



Janet Piezzo  
Its President

January 11, 2017

**APPENDIX A**  
**SALARY SCHEDULE**

**2017-2018**

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>6<sup>TH</sup> YEAR</u>	<u>Ph.D.</u>
1	\$40,961	\$45,000	\$46,947	\$49,060
2	43,074	46,500	48,709	50,820
3	45,187	48,004	50,820	52,935
4	47,300	50,116	52,935	55,046
5	49,413	52,230	55,046	57,160
6	51,878	54,343	57,160	59,273
7	54,695	56,807	59,625	61,737
8	57,512	59,273	62,090	64,202
9	60,336	61,737	64,555	66,668
10	63,150	64,202	67,019	69,133
11		67,625	70,420	72,949
12		71,160	74,120	76,120
13		76,461	79,020	81,064

Teachers not on the maximum step of the 2016-2017 salary schedule shall advance one (1) step during the 2017-2018 school year.

**APPENDIX A**  
**SALARY SCHEDULE**

**2018-2019**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>MA</u></b>	<b><u>6<sup>TH</sup> YEAR</u></b>	<b><u>Ph.D.</u></b>
<b>1</b>	\$40,961	\$45,000	\$46,947	\$49,060
<b>2</b>	43,074	46,500	48,709	50,820
<b>3</b>	45,187	48,004	50,820	52,935
<b>4</b>	47,300	50,116	52,935	55,046
<b>5</b>	49,413	52,230	55,046	57,160
<b>6</b>	51,878	54,343	57,160	59,273
<b>7</b>	54,695	56,807	59,625	61,737
<b>8</b>	57,512	59,273	62,090	64,202
<b>9</b>	60,336	61,737	64,555	66,668
<b>10</b>	63,400	64,202	67,019	69,133
<b>11</b>		67,625	70,420	72,949
<b>12</b>		71,160	74,120	76,120
<b>13</b>		77,472	80,025	82,120

Teachers not on the maximum step of the 2017-2018 salary schedule shall advance one (1) step during the 2018-2019 school year.

**APPENDIX B**  
**FACULTY COORDINATOR/TEAM LEADERS/MENTORS/TLC COMMITTEE**

**2017-2019**

- A. Teachers who are appointed by the Superintendent to serve as Faculty Coordinators/Team Leaders who are appointed for other areas, are covered by the following salary schedule:
1. Faculty Coordinators/Team Leaders of any area consisting of five (5) persons or less (including the Faculty Coordinator/Team Leader) shall receive a salary of one thousand five hundred forty-five dollars (\$1,545); one thousand five hundred ninety-one dollars (\$1,591) effective July 1, 2018.
  2. Faculty Coordinators/Team Leaders of any area consisting of six (6) persons or more (including the Faculty Coordinator/Team Leader) shall receive a salary of one thousand eight hundred two dollars (\$1,802); one thousand eight hundred fifty-six dollars (\$1,856) effective July 1, 2018.
- B. **TEAM Mentors:**
- Six hundred eighteen dollars (\$618) per mentee; six hundred thirty-seven dollars (\$637) per mentee, effective July 1, 2018.
- C. **Professional Peer Support:**
- Five hundred dollars (\$500); five hundred fifteen dollars (\$515) effective July 1, 2018.
- D. **Teaching Learning Committee (TLC):**
- Four hundred dollars (\$400); Four hundred twelve dollars (\$412) effective July 1, 2018.

**APPENDIX C**  
**EXTRA CURRICULAR PAY SCHEDULE**

**2017-2019**

<b><u>PLAINFIELD HIGH SCHOOL</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
<b><u>Position</u></b>		
Athletic Director*	\$ 7,096	\$ 7,309
Football Head Coach	4,733	4,875
First Assistant Football Coach	2,913	3,000
Assistant Football Varsity Coach (2 positions)	2,732	2,814
Head Freshman Football Coach	2,009	2,069
Assistant Freshman Football Coach	2,009	2,069
Boys' Cross Country Coach	2,370	2,441
Girls' Cross Country Coach	2,370	2,441
Boys' Varsity Soccer Coach	2,370	2,441
Boys' Junior Varsity Soccer Coach	1,848	1,903
Girls' Varsity Soccer Coach	2,370	2,441
Girls' Junior Varsity Soccer Coach	1,848	1,903
Varsity Cheerleading Coach (per each season)	2,183	2,248
J.V. Cheerleading Coach (per each season)	2,183	2,248
Freshman Cheerleading Coach	1,094	1,127
Assistant Freshman Cheerleading Coach	500	515
Boys' Varsity Basketball Coach	4,691	4,832
Boys' Junior Varsity Basketball Coach	2,961	3,050
Boys' Freshman Basketball Coach	2,916	3,050
Girls' Varsity Basketball Coach	4,691	4,832
Girls' Junior Varsity Basketball Coach	2,691	3,050
Girls' Freshman Basketball Coach	2,961	3,050
Boys' Varsity Baseball Coach	4,008	4,128
Boys' Varsity Assistant Baseball Coach	2,478	2,552
Boys' Junior Varsity Baseball Coach	2,552	2,629
Girls' Varsity Softball Coach	4,008	4,128
Girls' Varsity Assistant Softball Coach	2,478	2,552
Girls' Junior Varsity Softball Coach	2,552	2,629

**APPENDIX C**  
(continued)

**PLAINFIELD HIGH SCHOOL** (continued)

<u>Position</u>	<u>2017-2018</u>	<u>2018-2019</u>
Boys' Indoor Track Coach	\$ 2,009	\$ 2,069
Girls' Indoor Track Coach	2,009	2,069
Assistant Indoor Track Coach	1,888	1,945
Boys' Varsity Track Coach	2,834	2,919
Boys' Assistant Track Coach	1,888	1,945
Girls' Varsity Track Coach	2,834	2,919
Girls' Assistant Track Coach	1,888	1,945
Head Golf Coach	2,009	2,069
Assistant Golf Coach	545	561
Head Volleyball Coach	2,834	2,919
Assistant Volleyball Coach	1,888	1,945
<b>Intramural Activities</b>		
Coordinator (Fall)	1,040	1,071
Coordinator (Spring)	1,040	1,071
Band Director	3,899	4,016
Winter Guard	1,950	2,009
Choral Director	2,183	2,248
Drama/Studio Advisor (per Director)	1,891	1,948
Freshman Class Advisor	524	540
Sophomore Class Advisor	1,304	1,343
Junior Class Advisor	1,458	1,502
Two (2) Senior Class Advisors (each)	1,779	1,832
Varsity Club Advisor	784	808
Yearbook Advisor	3,936	4,054
Student Council Advisor	1,304	1,343
National Honor Society Advisor	1,304	1,343
Academic Decathlon Advisor	779	802
School Newspaper Advisor	779	802
FBLA Advisor	779	802
FHA Advisor	779	802
Debate Team Advisor	1,891	1,948
High School Clubs (per club)	779	802

\*Position provides additional release time of an entire period or instructional block.

**APPENDIX C**  
 (continued)

**PLAINFIELD CENTRAL SCHOOL**

<u>Position</u>	<u>2017-2018</u>	<u>2018-2019</u>
Athletic Coordinator	\$ 2,500	\$ 2,575
Boys' Basketball Coach	2,183	2,248
Boys' Assistant Basketball Coach	1,094	1,127
Girls' Basketball Coach	2,183	2,248
Girls' Assistant Basketball Coach	1,094	1,127
Boys' Baseball Coach	2,009	2,069
Girls' Softball Coach	2,009	2,069
Boys' Soccer Coach	1,720	1,772
Girls' Soccer Coach	1,720	1,772
Co-ed Cross Country Coach	1,644	1,693
Co-ed Assistant Cross Country Coach	824	849
Co-ed Track Coach	1,720	1,772
Co-ed Assistant Track Coach	1,094	1,127
Cheerleading Coach	866	892
Assistant Cheerleading Coach	420	433
Band Director	2,183	2,248
Choral Director	2,183	2,248
Drama Coach	1,026	1,057
Yearbook Advisor	1,026	1,057
Student Council Advisor	1,026	1,057
National Junior Honor Society Advisor	1,026	1,057
PCS Clubs (per club)	779	802
Elementary Drama (Pre-K-Grade 5)	668	688
Elementary Clubs (per club)	779	802

**APPENDIX D**  
**FOR INFORMATIONAL PURPOSES ONLY**

10-236a. Indemnification of educational personnel assaulted in the line of duty

- (a) Each board of education shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff, and the state board of education, the commission for higher education, the board of trustees of each state institution and each state agency which employs any teacher, and the managing board of any public school, as defined in Section 10-161, shall protect and save harmless any member of such board or commission, or any teacher or other employee thereof or any member of its supervisory or administrative staff employed by it from financial loss and expense, including payment of expenses reasonably incurred for medical or other service necessary as a result of an assault upon such teacher or other employee while such person was acting in the discharge of his duties within the scope of his employment or under the direction of such board of education, commission for higher education, board of trustees, state agency, department or managing board, which expenses are not paid by the individual teacher's or employee's insurance, workmen's compensation or any other source not involving an expenditure by such teacher or employee.
- (b) Any teacher or employee absent from his employment as a result of injury sustained during an assault or for a court appearance in connection with such assault shall continue to receive his full salary, while so absent, except that the amount of any workmen's compensation award may be deducted from his salary payments during such absence. The time of such absence shall not be charged against such teacher or employee's sick leave, vacation time or personal leave days.
- (c) For the purposes of this section, the term "teacher" and "other employee" shall include any student teacher doing practice teaching under the direction of a teacher employed by a town board of education or by the state board of education or commission for higher education, and any member of the faculty or staff or any student employed by the University of Connecticut Health Center or health services.

## APPENDIX E INSURANCE PROGRAM

**(For informational purposes only/Master contracts available at the Superintendent's Office)**

*This is a summary of benefits for your Open Access Plus plan. All deductibles and plan out-of-pocket maximums accumulate in one direction toward in-network unless otherwise noted. Plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between in- and out-of-network unless otherwise noted. Pharmacy plan deductibles, out-of-pocket maximums, co-pays and annual maximums do not integrate with the employer Medical program.*

### CIGNA Health Care Benefit Summary Plainfield: Town & Board of Education Open Access Plus Co-pay Plan Plainfield BD of ED Teachers Division 120 OAP4

**Updated 06/01/2010**

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Coinsurance Levels</i>	100%	80%
<p><b>Maximum Reimbursable Charge</b> <i>Determined based on the lesser of the provider's normal charge for a similar service or supply; or</i></p> <p>A percentage of a fee schedule developed by CIGNA that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable fee for the same or similar service within the geographic market.</p> <p><b>Note:</b> In some cases, a Medicare based fee schedule will not be used and the Maximum Reimbursable charge for covered services is determined based on the lesser of:</p> <ul style="list-style-type: none"> <li>• the provider's normal charge for a similar service or supply; or</li> <li>• the charges made by 80% of the providers of such service or supply in the geographic area where it is received as compiled in a database selected by CIGNA.</li> </ul> <p><b>Note:</b> The provider may bill the member the difference between the provider's normal charge and the Maximum Reimbursable (large as determined by the benefit plan, in addition to applicable deductibles, copayments and coinsurance.</p>	Not applicable	200%
<i>Deductible Accumulators</i>	One way accumulation	
<p><b>Calendar Year Deductible</b> <i>Individual</i> <i>2 Member Family Maximum</i> <i>3+ Member Family Maximum</i> <i>Family Maximum Deductible Calculation</i></p>	<p>None None None Individual Deductible</p>	<p>\$200 per person \$400 per person \$500 per person Individual Deductible</p>

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<b>Out-of-Pocket Maximum Accumulators</b>		
<i>Accumulation Between In-network and Out-of-Network OOP Maximum: One way accumulation</i>		
<i>Includes Deductible</i>	No	No
<i>Includes Copays</i>	No	No
<i>Does not apply to</i>  Benefits for accident or sickness are paid at 100% of charges once an individual's out-of-pocket has been	Non-compliance penalties, deductibles or copays.	Non-compliance penalties, deductibles, copays or charges in excess of Maximum Reimbursable Charge
<b>Out-of-Pocket Maximum</b>		
<i>Individual</i>	None	\$800 per person
<i>2 Member Family Maximum</i>	None	\$1,600 per family
<i>3+ Member Family Maximum</i>	None	\$2,000 per family
<i>Family Maximum OOP Calculation</i>	Individual OOP	Individual OOP
<b>Automated Annual Reinstatement</b>	Not Applicable	
<b>Physician's Services</b>		
<i>Primary Care Physician's Office visit</i>	No charge after \$20 PCP per office visit copay	80% after plan deductible
<i>Specialty Care Physician's Office Visit'</i> <i>Office Visits</i> <i>Consultant and Referral Physician's Services</i> <b>Note:</b> OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a PCP or as a Specialist).	No charge after \$20 Specialist per office visit copay	80% after plan deductible
<i>Surgery Performed In the Physician's Office</i>	No charge after \$20 per office visit copay	80% after plan deductible
<i>Second Opinion Consultations (services will be provided on a voluntary basis)</i>	No charge after \$20 per office visit copay	80% after plan deductible
<i>Allergy Treatment/Injections</i>	No charge (no copay for allergy injections)	80% after plan deductible
<i>Allergy Serum (dispensed by the physician in the office)</i>	No charge	80% after plan deductible
<b>Preventive Care</b>		
<i>Routine Preventive Care for children through age 6 Unlimited maximum per calendar year (including immunization)</i>	No charge	80% after plan deductible
<i>Immunizations (includes those needed for travel)</i>	No charge	80% after plan deductible
<i>Routine Preventive Care for children and adults from age 7; Unlimited maximum per calendar year (including routine immunization)</i>	No charge	80% after plan deductible
<i>Immunizations includes those needed for travel</i>	No charge	80% after plan deductible
<b>Mammograms, PSA, Pap Smear</b>		
<b>Note:</b> Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.	100% if billed by an independent diagnostic facility or outpatient hospital.	80% after plan deductible
<b>Preventive Care Hearing Screening — covered once every two years</b>	No charge after \$20 per office visit copay	80% after plan deductible

<b>BENEFIT HIGHLIGHTS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b><i>Inpatient Hospital - Facility Services</i></b>	\$500 per admission copay	80% after plan deductible
<i>Semi Private Room and Board</i>	Limited to semi-private room negotiated rate	Limited to semi-private room rate
<i>Private Room</i>	Limited to semi-private room negotiated rate	Limited to semi-private room rate
<i>Special Care Units ICU/CCU</i>	Limited to negotiated rate	Limited ICU/CCU daily room rate
<b><i>Outpatient Facility Services</i></b> <i>Operating Room, Recovery Room, Procedure Room, Treatment Room and Observation Room</i>  Note: Non-surgical treatment procedures are not subject to the facility copay.	\$100 after visit copay	80% after plan deductible
<b><i>Inpatient Hospital Physician's Visits/Consultations</i></b>	No charge	80% after plan deductible
<b><i>Inpatient Hospital Professional Services</i></b> <i>Surgeon</i> <i>Radiologist</i> <i>Pathologist</i> <i>Anesthesiologist</i>	No charge	80% after plan deductible
<b><i>Multiple Surgical Reduction</i></b>	Multiple surgeries performed during one operating session result in payment reduction of 50% of charges to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.	
<b><i>Outpatient Professional Services</i></b> <i>Surgeon</i> <i>Radiologist</i> <i>Pathologist</i> <i>Anesthesiologist</i>	No charge	80% after plan deductible
<b><i>Emergency and Urgent Care Services</i></b>  <i>Physician's Office</i>	No charge after \$20 per office visit copay	No charge after \$20 per office visit copay; No charge after \$20 per visit copay if only x-ray and lab services performed (except if not a true emergency, then 80% after plan deductible).
<i>Hospital Emergency Room</i>	\$100 per visit copay	\$100 per visit copay * (except if not a true emergency, then 80% after plan deductible)
<i>Outpatient Professional services (radiology, pathology and ER Physician)</i>	No charge (if the ER facility benefit is subject to 100% coinsurance and per visit copay)	No charge (if the ER facility benefit is subject to 100% coinsurance and per visit copay) (except if not a true emergency, then 80% after plan deductible)
<i>Urgent Care Facility or Outpatient Facility</i>	\$50 per visit copay*	\$50 per visit copay * (except if not a true emergency, then 80% after plan deductible)
<i>Ambulance</i>	No charge  *waived if admitted	No charge (except if not a true emergency, then 80% after plan deductible)  *waived if admitted

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b><i>Inpatient Services at Other Health Care Facilities</i></b> Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities</p> <p>180 days combined maximum per calendar year</p>	No charge	80% after plan deductible
<p><b><i>Laboratory and Radiology Services (includes pre-admission testing)</i></b></p>		
<p><i>Physician's Office</i></p>	No charge after \$20 per visit copay	80% after plan deductible
<p><i>Outpatient Hospital Facility</i></p>	No charge	80% after plan deductible
<p><i>Emergency Room/Urgent Care Facility (billed by the facility as part of the ER/UC visit)</i></p>	No charge (if ER/UC facility is covered at no charge and per visit copay)	No charge (if ER/UC facility is covered at no charge and per visit copay) (except if not a true emergency, then 80% after plan deductible)
<p><i>Independent X-ray and/or Lab facility</i></p>	No charge	80% after plan deductible
<p><i>Independent X-ray and/or Lab Facility in conjunction with an ER visit</i></p>	<p>No charge (if ER facility is covered at no charge and per visit copay)</p> <p>*waived if admitted</p>	<p>No charge (if ER facility is covered at no charge and per visit copay) (except if not a true emergency, then 80% after plan deductible)</p> <p>*waived if admitted</p>
<p><b><i>Advanced Radiological Imaging (i.e. MRI's, MRAs, CAT Scans and PET Scans, etc.)</i></b></p>		
<p><i>Inpatient Facility</i></p>	\$500 per admission copay	80% after plan deductible
<p><i>Outpatient Facility</i></p>	\$100 after visit copay	80% after plan deductible
<p><i>Emergency Room/Urgent Care Facility (billed by the facility as part of the ER visit)</i></p>	100%	100% (unless not a true emergency then 80% after scan deductible and plan deductible)
<p><i>Physician's Office</i></p>	100%	80% after plan deductible
<p><b>Notes:</b> Scans are subject to the applicable place of service coinsurance and plan deductible.</p>		
<p><b><i>Outpatient Short-Term Rehabilitative Therapy and Chiropractic Care Services</i></b> Unlimited days combined maximum per calendar year Includes: Physical Therapy Speech Therapy Occupational Therapy Chiropractic Therapy (includes Chiropractors) Pulmonary Rehab</p>	No charge	80% after plan deductible
<p><b><i>Outpatient Cardiac Rehabilitation</i></b>  Maximum: Up to 36 days per calendar year (maximum may vary based on individual member needs, not to exceed 36 days)</p>	No charge	80% after plan deductible
<p><b><i>Other Therapy Services</i></b> Radiation Therapy: Chemotherapy for the treatment of Cancer Electroshock Therapy; Kidney Dialysis in a Hospital or free-standing dialysis center</p>	If these services occur in an office setting, a \$20 copay will apply per visit. If they occur within a facility setting, then No charge.	80% after plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Home Health Care</b> Unlimited days maximum per calendar year (includes outpatient private duty nursing when approved as medically necessary)</p> <p>Note: The maximum number of hours per day is limited to 16 hours. Multiple visits can occur in one day; with a visit defined as a period of 2 hours or less (e.g. maximum of 8 visits per day).</p>	No charge	80% after plan deductible
<p><b>Hospice</b> <i>Inpatient Services</i></p>	No charge	80% after plan deductible
<p><i>Outpatient Services</i></p>	No charge	80% after plan deductible
<p><b>Bereavement Counseling</b></p>		
<p><b>Services provided as part of Hospice Care</b> <i>Inpatient (same coinsurance level as Inpatient Hospice Facility)</i> <i>Outpatient (same coinsurance level as Outpatient Hospice)</i></p>	No charge	80% after plan deductible
	No charge	80% after plan deductible
<p><b>Services provided by Mental Health Professional</b></p>	Covered under Mental Health benefit	Covered under Mental health benefit
<p><b>Maternity Care Services</b> <i>Initial Visit to Confirm Pregnancy</i> Note: OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a PCP or as a Specialist).</p>	No charge after \$20 per office visit copay	80% after plan deductible
<p><i>All Subsequent Prenatal Visits, Postnatal Visits, and Physician's Delivery Charges (i.e. global maternity fee)</i></p>	No charge	80% after plan deductible
<p><i>Office Visits in addition to the global maternity fee when performed by an OB or Specialist</i></p>	No charge after \$20 per office visit copay	80% after plan deductible
<p><i>Delivery — Facility (Inpatient Hospital, Birthing Center)</i></p>	100%	80% after plan deductible
<p><b>Abortion</b> <i>Includes elective and non-elective procedures</i></p>		
<p><i>Inpatient Facility</i></p>	\$500 per admission copay	80% after plan deductible
<p><i>Outpatient Surgical Facility</i></p>	\$100 after visit copay	80% after plan deductible
<p><i>Physician's Office</i></p>	No charge after \$20 per office visit copay	80% after plan deductible
<p><i>Outpatient Professional Services</i></p>	No charge	80% after plan deductible
<p><i>Inpatient Professional Services</i></p>	No charge	80% after plan deductible
<p><b>Family Planning Services</b> <i>Office Visits, Lab and Radiology Tests and Counseling</i></p>	No charge after \$20 per office visit copay	80% after plan deductible
<p><i>Surgical Sterilization Procedure for Vasectomy/ Tubal Ligation (excludes reversals)</i> <i>Inpatient Facility</i></p>	\$500 per admission copay	80% after plan deductible
<p><i>Outpatient Facility</i></p>	\$100 after visit copay	80% after plan deductible
<p><i>Inpatient Physician's Services</i></p>	No charge	80% after plan deductible
<p><i>Outpatient Physician's Services</i></p>	No charge	80% after plan deductible
<p><i>Physician's Office</i></p>	No charge after \$20 per office visit copay	80% after plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<b>Infertility Treatment</b>		
Coverage will be provided for the following services:		
<ul style="list-style-type: none"> <li>• Testing and treatment services performed in connection with an underlying medical condition.</li> <li>• Testing performed specifically to determine the cause of infertility.</li> <li>• Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition).</li> <li>• Artificial Insemination, In-vitro, GIFT, ZIFT, etc.).</li> </ul>		
<i>Office Visit (Lab and Radiology Test, Counseling)</i>	No charge after \$20 per office visit copay.	80% after plan deductible
<i>Inpatient Facility</i>	\$500 per admission copay	80% after plan deductible
<i>Outpatient Facility</i>	\$100 after visit copay	80% after plan deductible
<i>Physician Services</i>	No charge	80% after plan deductible
Unlimited dollar maximum per member Includes all related services billed with an infertility diagnosis (i.e. x-ray or lab services billed by an independent facility).		
<b>Organ Transplant</b>		
<i>Includes all medically appropriate, non-experimental transplants. Unlimited Lifetime maximum.</i>		
<i>Inpatient Facility</i>	100% at Lifesource center after \$500 per admission copay	80% after plan deductible
<i>Physician's Services</i>	100% at Lifesource center	80% after plan deductible
<i>Travel Services Maximum-only available for Lifesource facilities</i>	\$10,000	Not covered
<b>Durable Medical Equipment</b>		
Unlimited maximum per calendar year Includes diabetic equipment		
<b>External Prosthetic Appliances</b> Unlimited maximum per calendar year	No charge	80% after plan deductible
<b>Ostomy Related Services</b>	No charge	80% after plan deductible
<b>Hearing Aids</b>		
For Children age 12 and under with a maximum of \$1,000 per member per every 2 calendar years		
<b>Wigs</b> Up to \$350 maximum per member per calendar year	No charge	100% no plan deductible
<b>Specialized Formula</b>		
Dietary Supplements and Nutritional formulas are limited to infant formula needed for the treatment of inborn errors of metabolism, including PKU and Maple Syrup Disease.		
<b>Dental Care</b>		
Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.		
<b>Oral Surgery — extraction of partial or completely unerupted teeth</b>		
<i>Physician's Office</i>	No charge after \$20 per office visit copay	80% after plan deductible

<b>BENEFIT HIGHLIGHTS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<i>Inpatient Facility</i>	\$500 per admission copay	80% after plan deductible
<i>Outpatient Surgical Facility</i>	\$100 after visit copay	80% after plan deductible
<i>Physician's Services</i>	No charge	80% after plan deductible
<b>TMJ - Surgical and Non-surgical</b>	Not Covered	Not Covered
<b><i>Bariatric Surgery</i></b> <ul style="list-style-type: none"> <li>Provides coverage for obesity/bariatric surgery; subject to clinical guidelines for medical necessity.</li> <li>Coverage for only clinically severe obesity as defined by body mass index parameters for National Heart, Lung and Blood Institute guidelines.</li> </ul>	100%	80% after plan deductible
<b><i>Routine Foot Disorders</i></b>	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease, when medically necessary.	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease, when medically necessary.
<b><i>Prescription Drugs</i></b> <i>CIGNA Pharmacy Plus Retail Drug Program</i> Generic Push, Incentive Prescription Drug List Includes oral contraceptives and contraceptive devices; oral fertility drugs, diabetic supplies and drugs	\$10 per 34 day supply for generic drugs \$20 per 34 day supply for preferred brand-name drugs \$30 per 34-day supply for non-preferred brand-name drugs	80%
<b><i>CIGNA Tel-Drug Mail Order Drug Program</i></b> Generic Push, Incentive Prescription Drug List Includes oral contraceptives and contraceptive devices; oral fertility drugs, diabetic supplies and drugs	\$10 per 100-day supply for generic drugs \$20 per 100-day supply for preferred brand-name drugs \$30 per 100-day supply for non-preferred brand-name drugs	In-network coverage only
<i>Specialty Pharmacy</i>		
<i>Clinical Program</i>	Prior authorization required on specialty medications and quantity limits may apply.	
<i>Medication Access Option</i>	Retail and/or Home Delivery	
<b><i>Mental Health/Substance Abuse</i></b>	<i>Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration:</i> <ul style="list-style-type: none"> <li>Substance Abuse includes Alcohol and Drug Abuse services. Transition of Care benefits are provided for a 90-day time period.</li> </ul>	
<b><i>Mental Health</i></b> <i>Inpatient Mental Health</i> Unlimited days combined maximum per calendar year	\$500 per admission copay, then 100%	80% after plan deductible
<i>Outpatient Mental Health (Includes Individual, Group and Intensive Outpatient)</i> <i>Physician's Office</i> <i>Outpatient Facility</i> Unlimited visit combined maximum per calendar year	No charge after \$20 per visit copay \$100 per admission copay, then 100%	80% after plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<b>Substance Abuse</b>		
<b>Inpatient Substance Abuse (Alcohol &amp; Drug)</b> Unlimited days combined maximum per calendar year	\$500 per admission copay, then 100%	80% after plan deductible
<b>Outpatient Substance Abuse (Alcohol &amp; Drug (Includes Individual, Group and Intensive Outpatient) Physician's Office</b>  <b>Outpatient Facility</b>  Unlimited visit combined maximum per calendar year.	No charge after \$20 per visit copay \$100 per admission copay, then 100%	80% after plan deductible 80% after plan deductible
<b>MH/SA Utilization Review &amp; Case Management</b>	Inpatient and Outpatient Management (CAP)	
	<ul style="list-style-type: none"> <li>• CBH provides utilization review and case management for In-network and Out-of-network Inpatient Services and In-network Outpatient Management services.</li> <li>• Includes Lifestyle Management Program (Stress Management, Tobacco Cessation and CIGNA's Healthy Steps to Weight Loss)</li> </ul>	
<b>Pre-existing Condition Limitation (PCL)</b>	No PCL applies	
<b>Pre-Admission Certification - Continued Stay Review</b> Personal Health Solutions  *CIGNA's PAC/CSR is not necessary for Medicare Primary individuals  <b>Inpatient Pre-Admission Certification - Continued Stay Review</b> (required for all inpatient admissions)	Coordinated by Provider/PCP	<b>Mandatory:</b> Employee is responsible for contacting CIGNA Healthcare. Penalties for non-compliance: <ul style="list-style-type: none"> <li>• 50% penalty applied to hospital inpatient charges for failure to contact CIGNA Healthcare to precertify admission.</li> <li>• Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified.</li> <li>• Benefits are denied for any additional days not certified by CIGNA Healthcare.</li> </ul>
<b>Case Management</b>	Coordinated by CIGNA Healthcare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost-effective care while maximizing the patient's quality of life.	

## APPENDIX F

### Anthem--FLEX DENTAL PLAN #17

(For informational purposes only/Master contracts available at the Superintendent's Office)

#### HOW IT WORKS

This dental plan provides coverage for a wide range of dental services up to \$1,000 per insured person per calendar year for the services listed below.

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#### DIAGNOSTIC & PREVENTIVE SERVICES

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams -- 1/36 months
- Periodic Oral exams -- 2/Year
- Prophylaxis -- 2/Year
- Topical application of fluoride -- 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment

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#### BASIC SERVICES

Payable at 80% of usual, customary and reasonable charges at participating dentists:

- Fillings
  - Root canals
  - Stainless steel crowns (Primary Teeth)
  - Extractions
  - Oral Surgery
  - Repair of dentures -- 1/Year
  - Relining of dentures -- 1/2 Years
  - Recement crown
  - Recement bridge
  - Repair bridge
- Deductible: \$ 25 Individual  
\$ 75 Family  
(Deductible shared between Basic & Major Services)

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#### MAJOR SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Crowns -- 1/tooth/5 Years
  - Post and core -- 1/tooth/5 Years
  - Inlays -- 1/tooth/5 Years
  - Onlays -- 1/tooth/5 Years
  - Periodontics
  - Prosthodontics -- 1/tooth/5 Years
- Deductible: \$ 25 Individual  
\$ 75 Family  
(Deductible shared between Basic & Major Services)

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#### CALENDAR YEAR MAXIMUM

\$1,000 Per Person

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#### PRINCIPAL LIMITATIONS AND EXCLUSIONS

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

*This is not a legal policy or contract. It is only a general description of your Anthem Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.*