

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

**JULY 1, 2019**

**through**

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*Julia F. Wood*  
RECEIVED  
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## ARTICLE I

### STATEMENT OF AGREEMENT

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

## ARTICLE II

### RECOGNITION

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

## ARTICLE III

### BOARD PREROGATIVES

Subject to the General Statutes of the State of Connecticut, including §§10-220 and 10-221, and this Agreement, it is recognized that the Board has and will continue to retain, whether exercised or not, the sole and final right, responsibility and prerogative to direct the operation of the public schools in the Town of Salem in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Salem; to give the children of Salem as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certified and DSAP personnel; to suspend or dismiss the teachers of the school; to designate the schools which shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the arrangements, use and safe-keeping of the school libraries and to approve the books, selected therefor and to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised

in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

## ARTICLE IV

### RIGHTS AND RESPONSIBILITIES

#### Section 1. Federation Rights to Collective Bargaining Information and Data

Upon the request of either party, the Board and/or the Federation shall furnish to one another such information which either party deems relevant to collective bargaining and which it is not legally prohibited from releasing and which is not readily available elsewhere, in accordance with Connecticut General Statutes §1-200 *et seq.* and/or the Teacher Negotiation Act, Connecticut General Statutes §10-153a, *et seq.*

#### Section 2. Use of School Facilities

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

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

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

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

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

#### Section 5. Just Cause

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

## ARTICLE V

### QUALITY EDUCATION

#### Class Size

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

## ARTICLE VI

### PROFESSIONAL IMPROVEMENT

#### Section 1. Professional Improvement

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

- A. The courses must concern educational or subject areas identified on a list issued from time to time by the Board of Education as qualifying for course reimbursement or must be courses recommended by the Superintendent to specific individuals for improving their skills or, must be courses requested by teachers for professional growth;
- B. The particular courses must be approved by the Superintendent in advance. The Superintendent's decision is final and not subject to the grievance procedure;
- C. The teacher must receive at least a "B" grade for the final grade of a course. A transcript or other official record of such grade must be provided;
- D. Prior to each school year the Board, in its sole discretion, shall designate how much money will be available to the staff for course reimbursement. A deadline for applications shall be set;
- E. Any teacher whose course is approved shall submit evidence of the costs of tuition and the Board shall, if all conditions are met, reimburse the teacher 100% of such agreed upon costs, up to the amount allotted in subsection D, above;
- F. No teacher shall receive reimbursement for more than one course in any school year unless, after the deadline has passed, and after all applications have been approved or disapproved, the amount of funds designated for that year has not been exhausted. Teachers intending to seek reimbursement for more than one course should apply for all courses at the same time, in order of preference;

Section 2. Professional Leave

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

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

Section 3. Committee Service

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

**ARTICLE VII**

**WORKING CONDITIONS**

Section 1. Schedules and Impact

- A.
  - 1. The teacher work year shall consist of one hundred eighty (180) student days; two (2) days for flexible parent-teacher conferences, as required by Conn. Gen. Stat. §10-221(f); three (3) professional development days; and one (1) teacher orientation day prior to the start of the school year for a total work year consisting of one hundred eighty-six (186) work days.
  - 2. The teacher work day shall consist of seven (7) hours and ten (10) minutes consisting of the following: a student day of six (6) hours and fifty (50) minutes, with teachers reporting ten (10) minutes before the start of the student day and staying ten (10) minutes after the student day as non-instructional student contact time. During such portions of the teacher work day preceding and following the student day, teachers will also be required to carry out professional responsibilities as directed by the school administration.
  - 3. Unless the Board, in its discretion, increases or decreases the number of early dismissal days, the only two (2) scheduled early dismissal days during the term of this contract shall be the day before Thanksgiving and the last day of school in June. At the Board's discretion, the early dismissal day before Thanksgiving may be converted into a holiday, but not into a full day.
- B. Over the course of the school year, teachers will be required to attend up to thirty (30) hours of

before or after-school meetings, to be scheduled by the administration, which will immediately precede or follow the work day (with the exception of "Open House"). It is anticipated that such meetings will be spread out over the course of the work year and will concern a wide variety of administrative and professional matters, including but not limited to the following: faculty meetings, grade level meetings with administrators, school committee meetings (for example, child study team meetings), and professional development activities, including activities related to school goals such as creating or revising report cards and developing assessments. Nothing herein shall be deemed to restrict the administration from conducting such activities during the school day, including but not limited to periodically relieving teachers of instructional activities during the school day and/or conducting such activities during the school day in lieu of before or after-school meetings.

- C. The Federation shall be notified in advance, whenever possible, of any substantial change in the length of the work year or work day that may be imposed by the Salem Board of Education. The Board and the Federation agree to negotiate over the impact of any such change in the work year or work day.

#### Section 2. Class Assignment

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

#### Section 3. Notice of Resignation

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

#### Section 4. Lunch Period

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

#### Section 5. Preparation Period

Each full-time certified staff/bargaining unit member shall be guaranteed two hundred twenty (220)

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

#### Section 6. Statement of Sick Leave

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

#### Section 7. Bus Duty

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

#### Section 8. Joint Scheduling And Teacher Assignment Committee

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

### **ARTICLE VIII** **GRIEVANCE PROCEDURE**

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

#### Section 1. Definitions

- A. A "grievance" shall mean any complaint, allegation or claim by any grievant that as a result of an act by the Board or Administration:
1. He/she has been treated unfairly or inequitably.
  2. There has been a violation or misapplication of any provision of this Agreement, applicable law, established practice, Board policy, administrative directive, rule or regulation and/or binding arbitration award pursuant to this Agreement and/or any personal loss, injury, or inconvenience resulting from same.
- B. Subject to the provisions of applicable statutes and this Agreement, it is expressly understood that board policy, administrative directives, rules and regulations, and the interpretation thereof, are the sole province of the Board and Administration and may be subject to a grievance only when said policy, rule or regulation, or the interpretation thereof, is an alleged violation or misapplication of the provisions of such agreement, applicable law, established practice and/or binding arbitration

award pursuant to the Agreement.

- C. A "Grievant" means the teacher, group of teachers similarly affected by a grievance, or the Federation making the claim of a grievance.
- D. "School days" (unless otherwise specified) shall mean days when school is in session, except that after the last day of the teacher work year (but before the commencement of the ensuing teacher work year), "school days" shall mean business days.

## Section 2. Grievant's Right to Representation

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

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

## Section 3. Procedure

### Informal Procedure

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

### Step 1 Immediate Supervisor

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

## Step 2 Superintendent of Schools

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

## Step 3 Board of Education

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

## Step 4 Arbitration

1. If the grievance is not resolved to the satisfaction of the grievant at Step 3 (Board of Education), such grievant, with Federation approval, may within ten (10) school days proceed to arbitration and notify the Board of such decision in the form of a notice of submission to arbitration to the American Arbitration Association (hereinafter called the AAA) which shall be sent by the Federation to the Board by registered or certified mail with return receipt requested.
2. The arbitrator will hear only one grievance in each case. The arbitrator will render his/her final decision in writing and such decision shall be final and binding upon both parties, subject to the limitation of applicable statutes and the terms of this Agreement which shall not be added to, deleted from, or modified in any way by the Arbitrator.
3. Any charges by the American Arbitration Association and the arbitrator shall be shared equally by the Federation and the Board.

## Section 4. General Provisions

- A. All grievances shall be processed in accordance with the time limits specified in the above grievance procedure. If the grievant does not initiate a grievance or process a grievance from step to step within the time limits specified, the grievance shall be deemed dropped, if not amicably resolved.
- B. Nothing in this Agreement shall limit the right of the Federation and the Board (and/or the Superintendent and/or the Administration) to mutually agree to an extension of time in any particular instance at any particular step of the grievance procedure. However, no such agreement

or extension shall be made when such time limits have expired. Any agreed upon extension must be made in writing.

- C. Any meeting held pursuant to the above-stated grievance procedure shall be conducted at a place and time which will afford a fair and reasonable opportunity for all parties germane to the grievance to be present. Such parties to be present shall be designated by the Federation and the Board independently of one another. No grievant or any other teacher within the certified bargaining unit shall be required by the Administration, the Superintendent and the Board of Education, or any other party to meet with same on matters pertaining to a grievance without Federation representation.
- D. Nothing in this Agreement shall be construed as compelling the Federation to submit any grievance to arbitration.
- E. No reprisals of any kind shall be taken by the Federation or the Board (and/or the Superintendent) or by any member of the Administration against any grievant or other participant in the grievance procedure because of such participation in the grievance procedure.
- F. To facilitate the processing of grievances, a standard form shall be provided by the Federation. Such forms may be obtained through the Grievance Chairman of the Federation, designated Federation Building Representative, or any member of the Executive Board of the Federation.
- G. Upon request of the Federation or the grievant, the Board shall make available information, data and records of a reasonable nature pertinent to a grievance. Such information, data and records may be copied by the Federation.
- H. No disposition of any grievance shall be contrary to any provision of this Agreement, applicable law, or of any established policy, and/or binding arbitration award pursuant to the terms of this Agreement.
- I. Any grievance shall be treated as confidential, to the extent permitted by law, and no grievance documents shall be included in any teacher's personnel file.

## **ARTICLE IX**

### **ABSENCES AND LEAVES OF ABSENCES**

#### **Section 1. Short Term Leave**

##### **A. Sick Leave**

1. Each full time teacher shall be entitled to sick leave with full pay up to twenty (20) working days each year, cumulative up to but not in excess of the number of days in a teacher's work year, unless increased by state statutes. Less than full time, full year teachers shall receive fifteen (15) sick leave days. Up to ten (10) sick days per year may be used for the care of an immediate family member; examples of such use include but are not limited to

adoption of a child and care for an ill parent or child.

2. The Superintendent may require certification for sick leave by a licensed medical practitioner a) where a teacher has been absent five (5) or more consecutive school days, b) where the Superintendent has a reasonable suspicion of abuse of such leave based upon a pattern of absence or other credible evidence of abuse, or c) where otherwise permitted or required by law. The cost of certification shall be borne by the Board. In addition, in such cases, the Superintendent may require the teacher to be examined by a Board appointed physician at Board expense, consistent with the law.

**B. Personal Leave**

1. Five (5) days per year non-cumulative leave of absence may be used for necessary and unavoidable personal business which requires the presence of the teacher and which cannot be conducted with reasonable convenience outside of regular working hours. Requests shall be presented to the Superintendent of Schools two (2) full days in advance, except in cases of emergency. Personal leave is not to be scheduled on a work day before or a work day after a holiday, or vacation except as approved by the Superintendent in his or her discretion.
2. No teacher shall be required to present reason(s) for an absence pertaining to the personal days provision in this section, except in general terms (e.g., attendance in court unrelated to school activities, medical emergencies at home, medical appointments when no after school appointment is available in the near future, college graduation of immediate family members, etc.). In the event a request for personal leave on a specific day is denied and a grievance is filed the teacher may not take such day off, with or without pay.

**C. Funeral Leave**

Up to five (5) leave days annually may be granted for death of any relative in the employee's family.

**D. Jury Duty**

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

**E. Required Court Appearances**

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

F. Federation Business

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

Section 2. Long Term Leave

A. Duration of Leave

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

B. Extended Leave of Absence

Upon application through the Superintendent to the Board an extended leave of absence may be granted by the Board for any reason deemed valid by the Board in its sole discretion, to the extent permitted by law, including but not limited to extended illness, professional improvement, military service, reserve duty, Peace Corps service, VISTA, Teachers Corps, Job Corps, exchange teaching, foreign teaching, personal or family need. All long term leaves of absence are without pay except as may be provided for elsewhere in this Agreement (e.g., Article IX, Section 1.A.1 - Sick Leave).

C. Sabbatical Leave

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

D. Return from Long Term Leave

Upon return from an extended leave of absence, the Board shall assign a teacher to a position. If the former position is not available, the position assigned will be at the discretion of the Superintendent, considering the desire of the teacher and the needs of the school system. However, a teacher classified as eligible for return under this Article shall not thereby obtain rights superior or inferior to those rights such teacher would have under the reduction in force and recall provisions of this Agreement (said rights to be determined as if the teacher had not received an extended leave of absence under this Agreement). When the teacher does return he shall be placed on the next higher salary level above that he had attained if he had completed more than one-half the school year before going on leave. If he had not completed more than one-half the school year before

going on leave he shall be placed on the same level he had been on prior to the leave. Any teacher returning from a long term leave of absence shall, reasonably far in advance, notify the Salem Superintendent of Schools, in writing, of the date upon which the teacher is ready to resume responsibilities. Failure to submit notification of intent to return to the system for the school year following the leave shall be considered a resignation and will be so treated. The notification of intent to return shall be made by the end of January in the calendar year in which the employee intends to return to work. Any teacher whose leave commences February 1, or after, who intends to return during the following school year, must submit notice of intent to return prior to the last day of school that school year. In addition to the requirements of this subsection, failure to return from the leave of absence upon its expiration shall be considered a resignation and will be so treated.

### Section 3. Attendance

- A. Any teacher with perfect attendance (i.e. does not use any sick days) personal days or other time off, paid or unpaid, shall receive five-hundred dollars (\$500.00) at the end of the school year.
- B. Any teacher who uses no more than a total of three (3) days of leave time (of whatever type) during the school year shall receive three-hundred dollars (\$300.00) at the end of the school year.

## ARTICLE X

### MATERNITY/PARENTHOOD LEAVE

#### Section 1. Pregnancy Disability Leave

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

#### Section 2. Parenthood Leave

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

- A. At least sixty (60) days prior to the date parenthood leave is to commence (at least thirty (30) days in cases of adoption) written notice requesting such leave must have been received by the Superintendent's office.
- B. If the Board has already paid all or a part of the cost of any insurance or other benefit covering the period of such leave it must be repaid prior to the commencement of such leave, to the extent permitted by law. A teacher may continue to participate in group insurance plans at his/her own expense during the period of parenthood leave if the teacher pays the Board the total cost of the

insurance benefit during that period at least two (2) weeks before the Board would regularly make its payment or payments to its insurance carrier;

- C. Leave must commence at the time of the adoption or birth or, if the employee is disabled as a result of childbirth disability, on the first day following the end of the paid childbirth disability leave;
- D. Leave must terminate on the first day of work the following school year;
- E. If leave would otherwise commence during the summer months, between school years, it will be deemed to commence the first day of school of the next year. (Notice still must be given at least sixty (60) days prior to the date parenthood leave would have commenced.)
- F. Parenthood leave may be extended at the sole discretion of the Board subject to whatever conditions the Board may require. Any extension requested must be made eight (8) weeks prior to the termination of the original leave of absence.
- G. An additional parenthood leave is not available to the same teacher in consecutive school years.
- H. The provisions of Article IX, Section 2.D "Return from Long Term Leave" shall apply.

## ARTICLE XI

### PERSONNEL FILES AND EVALUATIONS

#### Section I. Derogatory Material

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

I acknowledge that I have read the enclosed material with the understanding that my signature merely signifies that I have read the enclosed material and do not necessarily agree with the content.
- B. It is understood that should a teacher refuse to sign material which is to be placed in his/her file, such material shall be filed, notwithstanding, and the Federation and the teacher shall be so notified. In the event of such refusal to sign, the Salem Superintendent of Schools shall make a dated and initialed notation on the form that: (a) the teacher refused to sign; and (b) the date and person representing the Federation who was notified as required by this section of the Agreement; and (c) the date the teacher was notified of the filing.
- C. Nothing in this section shall be deemed to eliminate the Board's responsibility to maintain records consistent with the law, including but not limited to the Freedom of Information Act.

Section 2. Teacher's Right to Answer Personnel Material

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

Such answer shall be attached to the file copy.

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

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

Section 4. Copy of Personnel Material Furnished to Teachers

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

Section 5. Confidential Treatment of Personnel Files

The Board shall continue its policy of treating these files with the highest degree of confidence permitted by law. Nothing in this section shall be deemed to eliminate the Board's responsibility to maintain records consistent with the law, including but not limited to the Freedom of Information Act.

**ARTICLE XII**

**BOARD RESPONSIBILITIES TO TEACHERS**

Section 1. Assault of Teachers

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

Section 2. Injury of Teachers

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

## ARTICLE XIII

### SALARY PROVISIONS

#### Section 1.

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

Notwithstanding the salary schedules listed in the Appendices, a teacher with a second master's degree in a discipline other than the discipline in which the initial master's degree was attained, or a Ph.D./Ed.D. may be paid under the "6<sup>th</sup> Year" certificate salary lane, provided that for those who have not been accepted or approved to enter into a program before July 1, 2012, receipt of credit for any second masters will be subject to the Superintendent's approval. Such approval shall not be unreasonably withheld.

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

#### Section 2.

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

The Board agrees that its employees shall have the first priority for filling a stipend position. The most qualified teacher applicant shall receive the stipend position unless another Salem School District employee is more qualified for the position. Nothing herein shall be deemed to interfere with the Board's prerogative to a) evaluate and non-renew/terminate personnel in accordance with Board Policy (Policy 4115.3, as may be amended) and state law (Connecticut General Statutes §10-222e) and b) eliminate or not fund a position or positions.

#### Section 3.

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

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

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

Section 4.

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

Section 5.

Each teacher shall be paid by direct deposit to the financial institution of his/her choice.

**ARTICLE XIV**

**BENEFIT PROGRAM**

Section 1. Medical Insurance

- A. The Board shall provide to all teachers, subject to the conditions herein stated, individual and dependent insurance coverage as outlined, for informational purposes only, in Appendix C (Benefit Program). Teachers will have the option of a High Deductible Health Care Plan (which is the “base plan”) or a Preferred Provider Plan (which is the “buy up” plan) under the following guidelines:
  - 1. High Deductible Health Care Plan (“HDHP”) with a Health Savings Account (“HSA”): The premium cost share for this plan for teachers shall be as follows: the Board shall pay eighty three percent (83%), and the teacher shall pay seventeen percent (17%) of the cost of providing the health insurance coverage described herein for the duration of the contract. The HDHP/HSA insurance plan shall be annually subject to a \$2,500 individual/\$5,000 family deductible, co-insurance of 100% in network, 80% out of network, in accordance with the general plan description. Drugs: Treated as other medical expenses; however, after the exhaustion of the above-mentioned plan deductible, drugs shall be a) subject to a \$5/25/40 co-pay if in network, b) 20% coverage if out of network. The Board will fund 50% of the teacher’s deductible of such a plan in the 2019-2020 school year, 40% of the deductible of such plan in the 2020-2021 school year and 25% of the deductible in the 2021-2022 school year. The Board will provide its contributions to the deductible on July 1 and January 1 in the 2019-2022 school years.
  - 2. Preferred Provider (“PPO”) Plan: Said group health insurance plan shall include the following: \$25 OV co-pay; \$100 ER co-pay; \$75 UC co-pay; \$400 Hosp. co-pay; \$150 OPS co-pay. Please note: The RX co-pays will be \$5/30/45; Unlimited Maximum. Any employee choosing coverage in the PPO shall additionally be responsible for paying the difference

between the Board's share of the HDHP insurance premium, as set forth above, and the total cost of the PPO premium.

A copy of the Board's health insurance plans are on file in the Superintendent's office. All the above specified co-pays, deductibles and premium cost sharing provisions are subject to any limitations provided under law.

- B. The teacher may exercise his or her option with regard to participating in these plans annually on or by June 1 of each year. A teacher who fails to change plans will continue in the plan until the next annual option date. A teacher and dependents participating in any such plans are subject to all the terms and conditions of the plan which may be reviewed in the office of the Superintendent of Schools.

#### Section 2.

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

#### Section 3.

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

In addition, if the total cost of a group health insurance option offered under this Agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue Code Section 4980I), or any local, state or federal statute or regulation, or the Board reasonably anticipates that such a tax will apply for a future coverage period, either party shall have the right to initiate mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article XIV, Sections 1, 3, and 5 (including the related Appendix C, relative to health insurance) of the collective bargaining agreement for the purpose of addressing the impact of the excise tax. Such negotiations shall be limited solely to medical insurance issues only, and no other provision of the collective bargaining agreement shall be reopened during such mid-term negotiations.

#### Section 4.

The Board will provide each teacher and his/her family with full service dental insurance according to the provider of record. The plan shall include a \$1,500 annual maximum. The premium cost share for such dental insurance for teachers shall be as follows: the Board shall pay eighty (80%), and the teacher shall pay twenty percent (20%) of the cost of providing the dental insurance coverage described herein.

Section 5.

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

Section 6.

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

**ARTICLE XV**

**LONGEVITY**

Section 1.

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

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

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

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

Section 2.

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

Section 3.

This benefit shall only be available to those teachers hired and employed prior to July 1, 2019.

**ARTICLE XVI**

**PRORATION**

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

**ARTICLE XVII**

**DUES DEDUCTION**

Section 1.

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

Section 2.

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

Section 3.

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

**ARTICLE XVIII**

**AVAILABILITY OF AGREEMENT**

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

**ARTICLE XIX**

**CONFORMITY TO LAW AND SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be so determined contrary to law, then such provisions shall not be applicable or performed or enforced except to the extent permitted by law. In the

event that any provision of this Agreement is or shall at any time be so determined to be by a court of competent jurisdiction contrary to law, all other provisions of this Agreement shall continue in effect.

## ARTICLE XX

### CLOSURE AND ADDENDA

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

## ARTICLE XXI

### LAYOFF/RECALL

#### Section 1. Layoff

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

#### Section 2. Recall

If the contract of employment of a teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two (2) years. If a position becomes open during such period, and the teacher has been selected by the Board as a person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his last known address at least thirty (30) days prior to the last date of re-employment where possible. In determining whether a teacher is qualified for reappointment, the Board shall consider the criteria as set forth in Section 1. Layoff. The teacher shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification the name of the

teacher will be removed from the recall list.

Section 3. Seniority

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

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

**ARTICLE XXII**

**DURATION**

This Agreement shall be binding and effective as of the first day of July 1, 2019, and shall continue in full force and effect until the 30th day of June, 2022.

**ARTICLE XXIII**

**SIGNATURE AND SEAL OF AGREEMENT**

IN WITNESS WHEREOF, the following have set unto their signatures and seals on the 19<sup>th</sup> day of March, 2019.

FOR THE SALEM BOARD  
OF EDUCATION

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

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Its President

**APPENDIX A-1**  
**2019-2020 SALARY SCHEDULE**

<b>Steps</b>	<b>BA</b>	<b>MA</b>	<b>6<sup>th</sup> Year</b>
<b>1</b>	46234	52134	54951
<b>2</b>	48009	53959	56871
<b>3</b>	49783	55847	58840
<b>4</b>	51557	57802	60856
<b>5</b>	53331	59825	62924
<b>6</b>	55091	61919	65035
<b>7</b>	56909	64091	67196
<b>8</b>	59018	67296	70556
<b>9</b>	61126	71334	74084
<b>10</b>	64183	75828	78306
<b>11</b>	67392	80226	82613
<b>12</b>	72216	85915	88045

**NOTE:** The overall wage increase is 2.76%, including increment.

**APPENDIX A-2**  
**2020-2021 SALARY SCHEDULE**

<b><u>Steps</u></b>	<b><u>BA</u></b>	<b><u>MA</u></b>	<b><u>6<sup>th</sup> Year</u></b>
<b>1</b>	46234	52134	54951
<b>2</b>	48009	53959	56871
<b>3</b>	49783	55847	58840
<b>4</b>	51557	57802	60856
<b>5</b>	53331	59825	62924
<b>6</b>	55091	61919	65035
<b>7</b>	56909	64091	67196
<b>8</b>	59018	67296	70556
<b>9</b>	61126	71334	74084
<b>10</b>	64183	75828	78306
<b>11</b>	67392	80226	82613
<b>12</b>	73364	87281	89445

**NOTE:** The overall wage increase is 2.84%, including increment.

**APPENDIX A-3  
2021-2022 SALARY SCHEDULE**

<b>Steps</b>	<b>BA</b>	<b>MA</b>	<b>6<sup>th</sup> Year</b>
1	47570	53641	56539
2	49396	55518	58515
3	51222	57461	60540
4	53047	59472	62615
5	54872	61554	64743
6	56683	63708	66915
7	58554	65943	69138
8	60724	69241	72595
9	62893	73396	76225
10	66038	78019	80569
11	69340	82545	85001
12	75484	89803	92030

**NOTE:** The overall wage increase is 2.89%. There will be no step movement.

**APPENDIX A-4  
EXPERIENCE GRID**

*As per agreement, movement on grids for 2019-2020 and 2020-2021; step freeze for 2021-2022.*

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

<u>2019-2020</u>		<u>2020-2021</u>		<u>2021-2022</u>	
<u>EXP</u>	<u>STEP</u>	<u>EXP</u>	<u>STEP</u>	<u>EXP</u>	<u>STEP</u>
0	1	0	1	0	1
1	2	1	2	1-2	2
2-3	3	2	3	3	3
4	4	3-4	4	4-5	4
5	5	5	5	6	5
6-7	6	6	6	7	6
8	7	7-8	7	8-9	7
9	8	9	8	10	8
10-11	9	10	9	11	9
12-15	10	11-12	10	12-13	10
16	11	13-16	11	14-17	11
17	12	17	12	18	12

The intent is to have this Appendix A-4 appear in every subsequent contract negotiated between the parties until the "1-2 years" experience step in the 2021-2022 Salary Schedule reaches

maximum. Once a teacher is placed on the experience grid, his/her step movement shall be based upon the negotiated salary schedules contained in Appendices A-1, A-2, and A-3.

**APPENDIX B**  
**STIPEND SCHEDULE**

**Coaches**

Boys' & Girls' Basketball Coaches	\$1,598
Boys' & Girls' Assistant Basketball Coaches	1,133
Boys' & Girls' Soccer Coaches	1,598
Boys' & Girls' Assistant Soccer Coaches	1,133
Track Coach	1,599
Assistant Track Coaches	1,133
Cross Country Coach	1,599
Assistant Cross Country Coach	1,133
Cheerleading Coach	867

**Academic Coordinators**

**\$1,598**

Language  
Mathematics  
Science  
Social Studies  
Special Subject Area

**Club Advisors**

Math Counts	\$726
Art Enrichment	726
Science Olympiads	1,002
National Junior Honor Society	1,590
Yearbook Advisor	1,591
Eighth Grade Advisor	1,591
Choral Theater Advisor	1,258
Broadcast Advisor	1,778
Jazz Band Director	1,265
Homework Club Advisor	\$29.65/hour
Curriculum Club / Guidance	\$29.65/hour

## APPENDIX C

# Your summary of benefits



Anthem Blue Cross and Blue Shield

Your Plan: Anthem Century Preferred PPO Rx \$5/\$25/\$40

Your Network: Century Preferred

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

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Overall Deductible</b> <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,500 person / \$5,000 family	\$7,500 person / \$15,000 family
<b>Out-of-Pocket Limit</b> <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$5,000 person / \$7,350 family	\$15,000 person / \$30,000 family
<b>Preventive care/screening/immunization</b> <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	50% coinsurance after deductible is met
<b>Doctor Home and Office Services</b>		
<b>Primary care visit to treat an injury or illness</b>	0% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>Specialist care visit</b>	0% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>Routine Prenatal Care</b>	No Charge	50% coinsurance after deductible is met
<b>Routine Postnatal Care</b>	No Charge	50% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><b>Other practitioner visits:</b></p> <p>Retail health clinic</p> <p>On line Medical Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com)</i></p> <p>Chiropractic services <i>Coverage is limited to 12 visits per benefit period. Limit is combined In Network and Non-Network.</i></p> <p>Acupuncture <i>Coverage is limited to Pain Management.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p>
<p><b>Other services in an office:</b></p> <p>Allergy testing</p> <p>Chemo/radiation therapy</p> <p>Dialysis/Hemodialysis</p> <p>Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p>
<p><b>Diagnostic Services</b></p> <p>Lab: Office</p>	<p>0% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p>

## Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Freestanding/Site-of-Service Lab	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>X-ray:</b>		
Office	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Freestanding/Site-of-Service Radiology Center	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>Advanced Diagnostic Imaging:</b> <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans.</i>		
Office	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Freestanding/Site-of-Service Radiology Center	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	50% coinsurance after deductible is met

## Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Emergency and Urgent Care</b>		
Urgent Care	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency room doctor and other services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance Transportation	0% coinsurance after deductible is met	Covered as In-Network
<b>Outpatient Mental Health and Substance Use Disorder</b>		
Doctor office visit and Online Visit	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Facility visit: Facility fees	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>Outpatient Surgery</b>		
Facility fees: Hospital	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Freestanding Surgical Center	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	50% coinsurance after deductible is met

## Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><b>Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):</b></p> <p><b>Facility fees (for example, room &amp; board)</b></p> <p><b>Doctor and other services</b></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p> <p>50% coinsurance after deductible is met</p>
<p><b>Recovery &amp; Rehabilitation</b></p> <p><b>Home health care</b> <i>Coverage is limited to 100 visits per benefit period. Limit is combined In-Network and Non-Network.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p><b>Rehabilitation services (for example, physical/speech/occupational therapy):</b></p> <p><b>Office</b> <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, and speech therapy combined is limited to 60 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network.</i></p> <p><b>Outpatient hospital</b> <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, and speech therapy combined is limited to 60 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network.</i></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p> <p>50% coinsurance after deductible is met</p>
<p><b>Cardiac rehabilitation</b></p> <p><b>Office</b></p> <p><b>Outpatient hospital</b></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p> <p>50% coinsurance after deductible is met</p>

## Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Skilled nursing care (in a facility)</b> <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 days per benefit period.</i>	0% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>Hospice</b>	0% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>Durable Medical Equipment</b> <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	50% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>Prosthetic Devices</b> <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i>	50% coinsurance after deductible is met	50% coinsurance after deductible is met

## Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Pharmacy Deductible</b>	Combined with medical deductible	Combined with medical deductible
<b>Pharmacy Out of Pocket</b>	Combined with medical out of pocket	Combined with medical out of pocket
<b>Prescription Drug Coverage</b> <b>Essential Drug List</b> <i>This product has a 90-day Retail Pharmacy Network available. A 90 day supply is available at most retail pharmacies.</i>		
<b>Tier 1 - Typically Generic</b> <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Covers up to 90 day supply (retail maintenance pharmacy). No coverage for non-formulary drugs.</i>	\$5 copay per prescription after deductible (retail only).	50% coinsurance after deductible is met (retail and home delivery).
<b>Tier 2 - Typically Preferred Brand</b> <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Covers up to 90 day supply (retail maintenance pharmacy). No coverage for non-formulary drugs.</i>	\$25 copay per prescription after deductible (retail only).	50% coinsurance after deductible is met (retail and home delivery).
<b>Tier 3 - Typically Non-Preferred Brand</b> <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Covers up to 90 day supply (retail maintenance pharmacy). No coverage for non-formulary drugs.</i>	\$40 copay per prescription after deductible	50% coinsurance after deductible is met (retail and home delivery).

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Questions: Visit us at [www.anthem.com](http://www.anthem.com)

CT/L./Anthem Century Preferred PPO GHS/A2273 Rx \$5/\$30/\$60/30% to \$500/01-19

## Your summary of benefits

### Notes:

- The family deductible and out-of-pocket maximum are non-embedded meaning the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The individual deductible and individual out-of-pocket maximum only apply to individuals enrolled under single coverage
- For additional information on this plan, please visit [sbc.anthem.com](http://sbc.anthem.com) to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.
- Your coinsurance, copays and deductible count toward your out of pocket amount.

## Your summary of benefits

## Language Access Services:

### Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (844) 682-6553.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (844) 682-6553.

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար օգնագրաբեր հեռախոսահամարով (844) 682-6553:

Chinese (中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (844) 682-6553。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم تلفنی، با شماره (844) 682-6553 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (844) 682-6553.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nespòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (844) 682-6553.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (844) 682-6553.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(844) 682-6553 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (844) 682-6553 로 문의하십시오.

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bina'idilkidgo ná bohónéedzà dóo bee ahóót'i' t'áá ni nizaad k'ehj̄ bee níl hodoonih t'áadoo bą́ąh ílinigóó. Ata' halne'ígíí ła' bich'i' hadeesdzih nínizingo koǫ́' hodiilnih (844) 682-6553.

### Language Access Services:

**Polish (polski):** W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (844) 682-6553.

**Punjabi (ਪੰਜਾਬੀ):** ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਅਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਰੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (844) 682-6553 ਤੇ ਕਾਲ ਕਰੋ।

**Russian (Русский):** Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (844) 682-6553.

**Spanish (Español):** Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (844) 682-6553.

**Tagalog (Tagalog):** Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (844) 682-6553.

**Vietnamese (Tiếng Việt):** Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (844) 682-6553.

### It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



Salem Board of Education Teachers, #800645-000  
 Current Century Preferred, effective July 1, 2015  
 S25/S400/S100/S150  
 Benefits at a Glance Salem BOE

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$25	Deductible & Coinsurance
Hospital (HO) Copayment	\$400	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not covered
Emergency Room (ER) Copayment - <i>inpatient/admitted</i>	\$100	\$100
Outpatient Surgery (OS) Copayment	\$150	Deductible & Coinsurance
Annual Deductible (individual 2-member family 3 member family)	Not applicable	\$300/\$800/\$1,200
Coinsurance		30% after deductible up to
Cost Share Maximum (individual 2-member family 3 member family)	\$6,600/\$13,200 \$13,200	\$2,400/\$4,800/\$7,200
Lifetime Maximum	Unlimited	Unlimited

**PREVENTIVE CARE**

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

**MEDICAL CARE**

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care - initial visit subject to copayment, no charge thereafter	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
High-cost outpatient diagnostic - prior authorization required The following are subject to copay: MRI, MRA, CAT, CT, PET, and SPECT scans Note: \$375 Copayment maximum per member per calendar year	\$75 Copayment per service (see note)	
Allergy Services		
Office visits testing	OV Copayment	
Injections - 40 visits in 3 years	\$25 copay	

**HOSPITAL CARE - Prior authorization required.**

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

**EMERGENCY CARE**

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

**OTHER HEALTH CARE**

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

**MENTAL HEALTH/SUBSTANCE ABUSE CARE**

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

**\* Schedule of health examinations:**

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

**\*Routine Vision & Hearing examinations:**

- 1 exam per member every two calendar years

**Notes To Benefit Descriptions**

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis. Maximum of 3 copays per person per year
- ◆ Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to an Unlimited lifetime maximum
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services



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



**Salem Board of Education Teachers**  
**3-TIER PUBLIC SECTOR MANAGED RX PROGRAM- PPO**

**\$5 COPAYMENT GENERIC DRUGS**  
**\$30 FORMULARY BRAND NAME DRUGS**  
**\$40 NON-FORMULARY BRAND NAME DRUGS**  
*Unlimited Maximum*

Description of Benefits		Your copayment example
<b>Tier 1: Generic drugs</b>	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand name drug. Tier 1 copayment applies.	\$5
<b>Tier 2: Formulary brand name drugs</b>	The term "formulary brand name" refers to a brand name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield as a prescription drug with a Tier 2 copayment.	\$30
<b>Tier 3: Non-formulary brand name drugs</b>	The term "non-formulary brand name" refers to a brand name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
<b>Annual Maximum</b>	Per member per calendar year	Unlimited

**How To Use The 3-Tier Managed Rx Program**

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

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

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

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

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a \$5 copayment.
- When a generic equivalent is available and you obtain the brand name version, you will be responsible for the applicable brand name copay.

**Concurrent Drug Utilization Review**

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

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

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

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

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

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

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

#### Pharmacy Programs

##### Voluntary Mail-service Program

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

The \$5 generic/\$10 formulary brand name/\$40 non-formulary brand name copayment and unlimited annual maximum apply. When ordering up to a 90-day supply, two copayments will apply, as follows: \$10 generic/\$60 formulary brand name/\$80 non-formulary brand.

##### National Pharmacy Network

Members also have access to Community Rx, a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-800-962-8192 to locate a participating pharmacy when traveling outside the state.

#### Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

#### Points to Remember

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

#### Prescription Drug Eligibility

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

#### Limits and Exclusions

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

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

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

**§46a-60. Discriminatory employment practices prohibited**

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

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

**SIDE LETTER OF AGREEMENT**  
**RE: MEDICAL INSURANCE WAIVER**

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

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

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

FOR THE SALEM  
BOARD OF EDUCATION

By MJ ST  
It's Chairperson

3/19/07  
Date

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

By Mary M. Barone  
Cynthia S. Pullick  
It's President

3/14/07  
Date