AGREEMENT

between the

WEST HARTFORD
BOARD OF EDUCATION

and the

WEST HARTFORD
ADMINISTRATORS' ASSOCIATION

July 1, 2020
through
June 30, 2023
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AGREEMENT

between the

WEST HARTFORD BOARD OF EDUCATION

and the

WEST HARTFORD ADMINISTRATORS' ASSOCIATION, INC.

This Agreement is made and entered into by and between the WEST HARTFORD BOARD OF EDUCATION [hereinafter referred to as the "Board"], and the WEST HARTFORD ADMINISTRATORS' ASSOCIATION, INCORPORATED [hereinafter referred to as the "Association"].

ARTICLE I

RECOGNITION

1.1 The Board recognizes the Association, for the purposes of professional negotiation, as the exclusive representative of the 'administrators' unit' as defined in Section 10-153b(a)(1) C.G.S..

ARTICLE II

SALARIES

2.1 The salaries of all persons covered by this Agreement are set forth in Appendix "B" which is attached hereto and made a part of this Agreement.

2.2 In the event of termination of the contract of employment of a unit member, the Board of Education shall pay salary earned through the date of termination on a per diem basis.

2.3 Salary installments are payable on the fifteenth and the last school day of each month except that the last paycheck of the last work month of the work year shall be dated and issued the last workday of the last work month.

2.4 Each employee covered by this Agreement whose base work year is ten months shall have the option of being paid his/her annual salary in twenty (20) payments plus one (1) balloon check.

This option shall not be subject to cancellation during any annual salary period and shall continue in effect unless the employee notifies the Payroll Office by no-later-than June 30 that he/she is canceling the option effective commencing in the ensuing annual salary period.

2.5 Salary installments are subject to required deductions for the State Teachers' Retirement Fund, the United States Withholding Tax, State of Connecticut Withholding Tax and the
representative service fee, as well as other agreed-to deductions which the administrator may in writing authorize. Commencing July 1, 1996, the Board shall not be required to make salary deductions and payments to any tax sheltered annuity in which there are fewer than ten (10) participants.

All employees must participate in direct deposit of paychecks.

2.6 No employee shall be disciplined except for just cause. This section, however, shall not apply to oral reprimands or dismissals pursuant to Section 10-151 of the Connecticut General Statutes.

2.7 Placement on the salary schedule of administrators new to West Hartford shall be made by the Superintendent in consultation with the administrator.

2.8 If an Administrator is designated by the Superintendent to work in an administrative position in a higher salary group than his or her regular group and said Administrator works in the designated administrative position for more than twenty (20) consecutive work days, then he/she shall receive the pay of the higher salary group in which he/she is working commencing after the twentieth (20th) consecutive work day.

2.9 The work year for department supervisors shall be 200 days (195 days plus 5 days to be scheduled by mutual agreement). The work year for pupil services department supervisors shall be 205 days (195 days plus 10 days to be scheduled by mutual agreement). The work year for administrators other than department supervisors shall be all regular work days except for holidays on which the Central Office is closed, ten (10) days vacation during school vacation periods, and twenty (20) days vacation during the summer recess, not to exceed 220 days. An administrator may roll over up to five (5) days into the next fiscal year provided that he or she may not accumulate more than twenty-five (25) days. Twelve (12) month administrators, with the approval of the Superintendent, may take up to five (5) vacation days when school is in session, as long as such days do not extend a holiday or a school vacation.

2.10 If the Superintendent requests an employee in a position covered by the salary schedule to work in that position more than the basic number of work days specified for the position and the employee agrees to do so, he/she shall be paid the following per diem rate for each day he/she works:

Employee's annual salary rate
Basic number of work days specified for the year
ARTICLE III

SALARY DEDUCTIONS

3.1 Association Membership Dues

A. The Association shall certify in writing to the Board annually by no-later-than August 1 the membership dues for the West Hartford Administrators' Association.

B. Upon the submission of a voluntary written authorization signed by an administrator, the Board of Education agrees to deduct from each employee an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June.

C. The Board shall provide the Association with the following information annually by no-later-than the first pay date in October and shall also inform the Association of any changes monthly thereafter up to and including the first pay date in June:

(1) the names of all employees covered under this Agreement;
(2) the date that each employee commenced employment in the current year.

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

3.2 Credit Union Deductions

The Board agrees to deduct from the salaries of its employees such amounts as said employees individually and voluntarily authorize the Board to deduct, and to transmit such sums promptly to the Franklin Trust or one additional credit union if agreed to by the Board and Association for deposit to such employee's account. Employee authorization for such deductions shall be in writing on a form provided by the credit union.

3.3 Indemnification

The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Article.

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ARTICLE IV

BOARD PREROGATIVES

4.1 Except as is otherwise specifically provided in this Agreement or by law, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of West Hartford including but not limited to the following: to maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interests of the Town of West Hartford; to give the children of West Hartford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the need and program for the summer school, if any; to determine the 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 teachers, principals, and assistant principals or other certified personnel; to suspend or dismiss the teachers of the schools; 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 management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for arrangement, use and safe-keeping of the school libraries and to approve the books selected therefore 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 appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement or of law.

4.2 The Board reserves the right to assign teaching duties for up to fifty percent (50%) of the assigned time of department supervisors. Should the Board assign teaching duties to other members of the unit, upon demand by the WHAA it shall negotiate over the impact of such assignments in accordance with provisions of Conn. Stat. § 10-153f(e).

4.3 The Board and the Association recognize that innovation in the provision of education to students is essential in maintaining the high quality of education in West Hartford. There shall be a Standing Committee of the Board and the Association to review such proposed innovation. The Association President and the Board Chair shall each name four representatives to the Committee, which shall be Co-chaired by the Superintendent or his/her designee and the Association President or his/her designee. The Committee shall advise the Superintendent on the impact of proposed innovations on working conditions. The Association may request negotiations over such proposed changes if other than de minimus. If such negotiations do not result in agreement, the matter shall be resolved in accordance with the provisions of Conn. Gen. Stat. Section 10-153f(e).
ARTICLE V

PERSONAL INJURY BENEFITS

5.1 Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) without charge to his/her sick leave, vacation time, or personal leave days for the period of such absence for a period not to exceed sixty calendar days. Thereafter appropriate charges to sick leave may be made. Such period shall not exceed the compensable period for worker's compensation. Whenever an employee is absent from school as the result of a personal injury caused by an assault arising out of and in the course of his/her employment, his/her rights shall be determined in accordance with Section 10-236a.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Purpose

Grievance is hereby defined to mean:

Type A -- a dispute between an employee or the Association and the Board or the Administration concerning the interpretation of a specific provision of this Agreement with the exception of Article IV (Board Prerogatives).

Type B -- 1) a dispute between an employee or the Association and the Board or the Administration concerning the interpretation of Article IV (Board Prerogatives);

2) a dispute between an employee or the Association and the Board or the Administration concerning the interpretation of a specific provision of the School Code that relates to salaries or other conditions of employment; or

3) a complaint by an employee that an action taken or refused by the Superintendent or his/her designee was unfair.

6.2 Procedure

A. Type A and Type B Grievances

(1) Informal

a. If an administrator feels that he/she may have a grievance, he/she should first discuss the matter with an appropriate administrator in an effort to resolve the problem informally.
b. If the administrator 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 superintendent or other appropriate administrator.

(2) Formal

a. Level One Superintendent

[1] An employee with a grievance shall first discuss it with the Superintendent or his/her authorized representative (either alone or with an authorized Association representative in attendance, if the employee so desires) with the objective of resolving the matter. The written statement of the employee's grievance shall contain a statement of facts, or a statement of the action taken or refused by administrative personnel which he/she feels is unfair to him/her, a reference to that provision of this Agreement, or of the School Code, if any, which the employee claims has been violated and the remedy requested. This statement is to be submitted on Grievance Form A.

[2] The Superintendent or his/her authorized representative(s) shall represent the administration at this level of the grievance procedure. Such authorized representative(s) shall be invested with authority to decide grievances for the Superintendent at this level. Within one (1) calendar week following receipt of the written grievance by the Superintendent, he or his authorized representative(s) shall meet with the aggrieved person (either alone or with an authorized Association representative in attendance, if the employee so desires). The Superintendent shall render a decision within one (1) calendar week following the conclusion of such meeting.

B. Type A Grievances

(1) Level Two - Board of Education

a. In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, the employee may advance his/her grievance to the Board. The Board must receive the grievance in writing (Forms A and B) within one (1) calendar week following receipt of the decision at Level Two.

b. The Board, or its designated committee of Board members, shall hold a hearing with the employee within two (2) calendar weeks
following receipt of the grievance. The Board shall render a
decision within two (2) calendar weeks following the conclusion
of such meeting.

(2) Level Three - Binding Arbitration

a. In the event that the employee is not satisfied with the disposition
of his/her grievance at Level Two, the Association may submit the
grievance for binding arbitration.

b. The Association must notify the Superintendent of Schools in
writing of its intention to submit a grievance for binding
arbitration within thirty (30) calendar days following receipt by
the aggrieved of the decision at Level Three and must commence
the process for arbitration within five (5) calendar days following
receipt of such notification by the Superintendent.

c. The Association may submit a grievance for arbitration to a
Committee of Three, or if requested by either the Association or
the Board, to the American Arbitration Association.

If a grievance is submitted to the American Arbitration
Association, the Board and the Association may choose expedited
arbitration provided they mutually agree to do so.

d. A Committee of Three shall be persons selected jointly by the
Association and the Superintendent who are experienced,
impartial and disinterested parties of recognized competence.

e. If the Parties are unable to agree upon a Committee within five (5)
calendar days following receipt by the Superintendent of
notification from the Association of its intention to submit the
grievance for arbitration, the grievance shall be submitted
immediately to the American Arbitration Association for binding
arbitration in accordance with its administrative procedures,
practices and rules.

f. The Committee or the arbitrator shall receive evidence of the facts
of the grievance and hear arguments of the Parties following
which the Committee or the arbitrator shall render to the
Superintendent, the Board and the Association a finding of the
facts relating to the grievance and a decision whether a specific
provision of this Agreement was misinterpreted.

g. The Committee or the arbitrator shall hear and decide only one
grievance in each case, shall be bound by and must comply with
all of the terms of the Agreement and shall have no power to add
to, delete from, or modify in any way any of the provisions of this
Agreement. The decision of the Committee or the arbitrator shall be final and binding upon both parties and all employees, unless the same is contrary to law.

h. All costs and expenses for the services of a Committee or an arbitrator shall be borne equally by the Board and the Association.

C. Type B Grievances - Alternative I

(1) Level Two - Board of Education

a. In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, the employee may advance his/her grievance to the Board.

The Board must receive the grievance in writing (Forms A and B) within one calendar week following receipt of the decision at Level One.

b. The Board, or its designated committee of Board members, shall hold a hearing with the employee within two (2) calendar weeks following receipt of the grievance. The Board shall render a decision within two (2) calendar weeks following conclusion of such meeting.

(2) Level Three - Advisory Arbitration

a. In the event that the employee is not satisfied with the disposition of his/her grievance at Level Two, the Association may submit the grievance for advisory arbitration.

b. Under Alternative I the Association must notify the Superintendent of Schools in writing of its intention to submit a grievance for advisory arbitration within thirty (30) calendar days following receipt by the aggrieved of the decision at Level Two and must commence the process for advisory arbitration within five (5) calendar days following receipt of such notification by the Superintendent.

c. The Association may submit a grievance for arbitration to a Committee of Three, or if requested by either the Association or the Board, to the American Arbitration Association.

d. A Committee of Three shall be persons selected jointly by the Association and the Superintendent who are experienced, impartial and disinterested parties of recognized competence.
e. If the Parties are unable to agree upon a Committee within five (5) calendar days following receipt by the Superintendent of notification from the Association of its intention to submit the grievance for advisory arbitration, the grievance shall be submitted immediately to the American Arbitration Association for advisory arbitration in accordance with its administrative procedures, practices and rules.

f. The Committee or the arbitrator shall receive evidence of the facts of the grievance and hear arguments of the Parties following which the Committee or the arbitrator shall render to the Superintendent, the Board and the Association a finding of the facts relating to the grievance and an advisory opinion whether, as applicable, Article IV of this Agreement was misinterpreted, or a specific provision of the School Code that explicitly relates to salaries or other conditions of employment was misinterpreted, or any action taken or refused by administrative personnel was unfair. The Committee or the arbitrator shall have no power or authority to render an opinion the effect of which would be to modify, alter or amend the terms of the Article.

g. The opinion of the Committee or the arbitrator shall be submitted to the Board and the Association and shall be advisory only and no Judgment may be entered thereon.

h. Upon receipt and consideration of the report of the Committee or the arbitrator, the Board shall reconsider the decision made at Level Two and shall notify the employee and the Association of its decision to modify or affirm same within two (2) calendar weeks of receipt of the report. During the reconsideration, the Board may request but not require that the employee meet with the Board.

i. All costs and expenses for the services of an arbitrator shall be borne equally by the Board and the Association.

D. **Type B Grievances - Alternative II**

(1) In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, the Association may submit the grievance for advisory arbitration.

(2) Under Alternative II the Association must notify the Chairman of the Board of Education in writing of its intention to submit a grievance for advisory arbitration within fifteen (15) calendar days following receipt of the decision of the Superintendent at Level One and must commence the process for advisory arbitration within five (5) calendar days following receipt of such notification by the Chairman of the Board of Education.
(3) The Association may submit a grievance for arbitration to a Committee of Three, or if requested by either the Association or the Board, to the American Arbitration Association.

(4) A Committee of Three shall be persons selected jointly by the Association and the Superintendent who are experienced, impartial and disinterested parties of recognized competence.

(5) If the Parties are unable to agree upon a Committee within five (5) calendar days following receipt by the Chairman of the Board of notification from the Association of its intention to submit the grievance for advisory arbitration, the grievance shall be submitted immediately to the American Arbitration Association for advisory arbitration in accordance with its administrative procedures, practices and rules.

(6) The Committee or the arbitrator shall receive evidence of the facts of the grievance and hear arguments of the Parties following which the Committee or the arbitrator shall render to the Superintendent, the Board and the Association a finding of the facts relating to the grievance and an advisory opinion whether, as applicable, Article IV of this Agreement was misinterpreted, or a specific provision of the School Code which relates to salaries or other conditions of employment was misinterpreted, or any action taken or refused by administrative personnel was unfair. The Committee or the arbitrator shall have no power or authority to render an opinion the effect of which would be to modify, alter or amend the terms of this Agreement.

(7) The opinion of the Committee or the arbitrator shall be submitted to the Board and the Association and shall be advisory only and no judgment may be entered thereon.

(8) The Board, or its designated committee of Board members, shall meet with the aggrieved and the Superintendent and/or his designee within two (2) calendar weeks following receipt of the opinion of the Committee or the arbitrator.

(9) The Board shall affirm or modify the decision rendered at Level One based on the findings of the meetings with the aggrieved and the Superintendent and the opinion of the Committee or the arbitrator.

(10) The Board shall render a decision within two (2) calendar weeks following the meeting of the Board or its designated committee with the aggrieved and the Superintendent.

(11) All costs and expenses for the services of a Committee or an arbitrator shall be borne equally by the Board and the Association.
6.3 Rights of Employee to Representation

A. No adverse employment action of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

B. Any employee or the Board may be represented at any stage of this grievance procedure by any person(s) of his/her or its choice, provided however, that exclusive organizational representation shall be by the Association. When the employee is not represented by the Association, the Association shall be given an opportunity to be present and state its views at any stage of this grievance procedure.

6.4 Miscellaneous

A. The Board and the Association agree that

(1) Every reasonable effort should be made to resolve grievances at the administrative level most directly involved.

(2) Nothing herein contained shall be construed as limiting the right of any employee having a grievance or dispute to discuss the matter informally with an authorized representative of the administration or the Association or both.

B. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. The time limits specified at all levels may be extended by the mutual agreement of the Superintendent of Schools and the President of the Association.

C. A class grievance is a grievance affecting a group or class of employees covered under this unit.

The WHAA is the grievant in a class grievance. A class grievance shall commence at Level One. Before the WHAA files a class grievance, the President of WHAA and the Superintendent or his designee shall meet and seek to resolve the issue(s) informally.

D. Any grievance, not presented for disposition through the grievance procedure within twenty-five (25) calendar days of the occurrence of the condition giving rise thereto, or within twenty-five (25) calendar days of the employee's or the Association's notice or knowledge thereof shall not be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision.
rendered, and such decision shall thereafter be binding upon the aggrieved and
the Association.

E. Decisions rendered at all levels of the grievance procedure shall be in writing.

F. All documents, communications and records dealing with the processing of a
     grievance shall be filed separately from the personnel files of the participants.

G. The right to record, transcribe or document shall be retained by both parties.

H. All grievances submitted at Level Two shall utilize Grievance Form A.

I. Formal grievances that are based on transfer or displacement resulting in transfer
     as a consequence of forced staff reduction as defined in 11.1A shall commence at
     level one (1).

ARTICLE VII

LEAVES OF ABSENCE

7.1 Sick Leave

A. Each department supervisor and other member of the bargaining unit is entitled
to sick leave with full pay of up to 15 school days and 18 school days
respectively. For employees whose effective date of employment precedes July
1, 1987, unused sick leave shall be accumulated from year to year so long as the
employee remains continuously in the service of the Board. For employees
whose effective date of employment is July 1, 1987 or thereafter, each
department supervisor and other member of the bargaining unit shall have unused
sick leave accumulate to 200 days and 220 days respectively.

B. If requested by the Superintendent, the employee shall provide at his/her expense
a certificate from his/her physician confirming the sickness or the ability of the
employee to return to work and perform his/her duties. The Board shall have the
option of requiring a second opinion at its expense by having the employee select
a physician for this purpose from a list of three names. The Superintendent shall
obtain said list from the Hartford County Medical Association or, upon the
administrator's request, from the Medical Association of the county in which the
administrator resides, and present the list of three names as received from the
Medical Association to the administrator. Such lists shall be composed of
impartial physicians practicing in the appropriate field of medicine.

C. Upon retirement, employees hired prior to July 1, 2014 shall be paid the
equivalent of one-half (1/2) of his/her total accumulated unused sick leave. The
maximum paid shall not exceed sixty-five (65) days for 220 day employees and
fifty-five (55) days for 200 and 205 day employees. For employees who work a
200 day work year, such payment shall be made at the rate of 1/200 of his/ her
annual salary; for employees who work a 205 day work year, such payment shall be made at the rate of 1/205 of his/her annual salary; for employees who work a 220 day work year, such payment shall be made at the rate of 1/220 of his/her annual salary. The Board shall make a mandatory contribution of such payment into a Post Retirement Medical Expense Trust or into an IRC 401(a) plan.

D. Upon death, the spouse of an employee, or in the event that there is no then surviving spouse, the minor children of an employee, or in the event that there are no surviving minor children of an employee, the estate of an employee shall be paid one-half (1/2) of the employee’s accumulated unused sick leave based on the maximum payouts stated in paragraph C hereof.

E. The Superintendent shall grant 50% of the unused sick leave accumulated by an employee as a contracted teacher or administrator in another school system provided employment in that school system terminated no more than one hundred (100) calendar days prior to the commencement of employment in the West Hartford Public Schools. The number of days granted shall not exceed fifty (50) days.

F. Each employee shall receive by November 30th or earlier whenever possible a statement of his/her total unused accumulated sick leave as of the opening of school that year. This statement shall include the number of days sick leave for the current school year.

G. During the period of time an employee is on LTD such time shall not count for step advancement on a salary schedule.

7.2 Childrearing Leave

A. An employee shall be eligible to leave for childrearing.

If the child is born or adopted on or after March 1 in any twelve-month period July 1 through June 30, such leave shall be for the balance of the then current school year; if chosen, for the first succeeding school year; and, if chosen, for the second succeeding school year.

If the child is born or adopted before March 1 in any twelve-month period July 1 through June 30, such leave shall be for the balance of the then current school year; and, if chosen, for the next succeeding school year.

B. Childrearing leave shall be subject to the following conditions:

(1) Unless the Superintendent and the administrator both agree otherwise, duration of childrearing leave shall be for no less than each entire period for which the administrator is eligible and which the administrator chooses.
(2) The Superintendent of Schools must receive initial notification of intent to take childrearing leave in writing no-less-than thirty (30) school days prior to the date such leave is to commence (i.e., the date disability caused by pregnancy and childbirth ends or the date adoption is completed).

The Superintendent of Schools must receive notification of intent to continue childrearing leave as applicable in writing no-later-than the preceding May 1.

Such notifications shall be irrevocable and unalterable. Failure to so notify shall result in relinquishing the right for such leave.

(3) An administrator on childrearing leave shall notify the Superintendent of Schools in writing of his/her intention to return to active employment upon termination of said leave by no-later-than March 1 of the school year the leave is to end, or at the time written notification to take childrearing leave is made if this is after March 1 and for the balance of that school year only.

Failure to comply with this condition shall be tantamount to resignation.

(4) Childrearing leave shall be without salary and any contribution by the Board for the cost of insurance benefits. However, the administrator shall be allowed the opportunity to continue applicable insurance coverage at his/her expense.

7.3 Personal Days – Where Necessary and Unavoidable

A. Provided absence from service is necessary and unavoidable, the Superintendent or his/her designee shall authorize in each regular work year:

(1) up to three (3) days leave without loss of salary because of the death of the employee’s spouse, son, daughter, parent, sibling, grandparent, aunt, uncle; his/her spouse’s parent, sibling, grandparent, aunt, uncle; or any other relative of the employee or his/her spouse who at the time of his/her death was domiciled in the employee’s household; one of these days may be taken to attend the funeral of a close friend;

(2) up to three (3) days leave without loss of salary because of the need personally to care for the employee’s spouse, son, daughter, parent or any other relative of the employee or his/her spouse who is domiciled in the employee’s household due to serious illness; and

(3) up to two (2) days for formal religious observance of a high holy day.

B. In each regular work year, the Superintendent or his/her designee may authorize up to two (2) days leave without loss of salary for situations not under the control
of the employee and that cannot be taken care of outside the workday, work week or work year.

C. When practicable, the employee shall submit to the Superintendent or his/her designee a request for authorized absence sufficiently in advance to enable the Superintendent or his/her designee to respond in writing. When such is not practicable, the employee shall inform the Superintendent or his/her designee of the reason for his/her absence as soon as possible, but not more than two (2) days following his/her return to work. Failure to fulfill either of these requirements shall result in loss of salary for each day of absence.

7.4 Professional Days

A. In addition to such leave time and personal days, each employee may, in the discretion of the Superintendent, be permitted days for attendance at recognized educational meetings or for visiting and studying other school systems. Such days shall be granted by the Superintendent on the basis of benefit to the school system.

B. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation as approved in advance) incurred by employees who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the advice and final approval of the Principal and Superintendent for particular purposes of special benefit of the school system and/or the individual participating.

7.5 General Leave

A. The Superintendent at his/her discretion may grant requests for leave of absence for a school year or part of a school year if in his/her judgment such leave will serve the interests of the West Hartford Public Schools.

B. Such leave shall be without salary but may be with benefits.

C. Insurance benefits shall be limited to those that can apply under the terms of the master policies of the insurance program provided through this Agreement and shall cost the Board no more than they would have if the employee had not been on leave.

D. Such leave must continue for its full term, unless in the judgment of the Superintendent it is in the interest of the school system to grant the request of an employee to return to active duty before his/her leave terminates.

E. An employee will not be entitled to such advancement on the salary schedule nor such accumulation of sick leave that he/she would have earned had he/she not been on leave except that the Superintendent may grant same acting on the recommendation of the Professional Growth committee that significant professional growth has taken place in accordance with a pre-approved plan.
F. In order to assure that the greatest benefits of this voluntary leave policy accrue to the school district and the employees, the Board of Education shall annually cause to be published a statement of the policy, an indication of the range of forms such leave may take, and the supportive programs which may be offered. Among such offerings may be voluntary pairing, placement service to help in securing employment for the leave period, additional compensation for stated reasons, etc.

G. A condition of accepting general leave shall be that the administrator shall inform the Superintendent in writing by registered mail no-later-than March 1 of the year of the leave of his/her intention to return as of the beginning of the ensuing school year or to resign effective the end of the leave. Failure to do so shall be tantamount to resignation.

7.6 Sabbatical Leave

A. Upon the recommendation of the Superintendent, extended leave of absence or a release of an employee from part or all of his/her duties for a full or partial academic year (Sabbatical Leave) may be granted at the discretion of the Board to an employee for purposes of teaching, study, education, research, writing and publishing, travel or other work of professional or educational value. The employee must have completed at least three (3) consecutive years of satisfactory service with the Board.

B. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required, under normal circumstances no-later-than December 1st of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of December 1st shall be waived at the discretion of the Superintendent when fellowship grants or scholarships awarded later in the year make such a deadline unreasonable.

C. Preference will be given to applicants for sabbatical leave on the basis of benefit to the school system.

D. Employees absent on sabbatical leave shall be paid at least 50% of the contract rate in effect during such leave provided, however, reductions shall be made, where necessary, so that the total of such payments, together with any amounts received in connection with the activities carried on during sabbatical leave, do not exceed the salary to which such employee would have been entitled under this contract for service with the Board during the period of the sabbatical leave. In addition to such salary, the Board may, in its discretion, reimburse the employee for travel and other expenses related to the sabbatical leave.

E. Sabbatical leave, once granted, may not be terminated before the date of the expiration of the leave, unless mutually agreed upon by the employee and the Superintendent.
F. Sabbatical leave will not be granted for the purposes of engaging in gainful occupation or studying for another trade or profession.

G. Before beginning the sabbatical leave, the employee shall enter into a contract (a copy of which is attached hereto as Appendix "D") to return to active service in the West Hartford Schools for a period of at least two (2) years after the expiration of such leave. An employee who does not perform this agreement shall repay to the Board the sum bearing the same ratio to the amount received while on leave that the unfulfilled portion of the two subsequent years’ service bears to the two full years; provided, however, that the employee shall be released from such payments if his/her failure to serve the two years as stipulated is due to illness, disability or death, or if he/she is discharged from his/her position by the Board. This contract shall in no way preclude the right of the Board of Education, during the term of the contract, to terminate the employment of the employee for reason of elimination of position resulting from reduction in staff in accordance with Article XI of this Agreement. In such case, the sabbatical leave contract shall become null and void.

H. An employee absent from service because of sabbatical leave shall be entitled to such advancement on the salary schedule as he/she would have received had he/she remained in the system.

7.7 General

A. The Superintendent may grant leave of absence, without salary, for service in the Peace Corps, Job Corps, Teacher Corps or Exchange Teacher Program.

B. In the discretion of the Superintendent or as required by law, employees absent from service because of Peace Corps, Job Corps, Teacher Corps or Exchange Teacher Program may be entitled to step advancement on the salary schedule.

C. Provided his/her contract is not terminated because of elimination of position resulting from staff reduction, an employee returning from leave of absence granted under this Article shall be returned to a position at the same administrative level and in the same administrative area(s) to which assigned at the time the leave was granted or, if there is no opening or vacancy in such position, to another position for which the employee is certified and qualified.

D. An employee on an authorized leave without pay and without insurance benefits shall be entitled to continue as an enrolled member of any insurance program set forth in Article VIII. The employee shall make arrangements for payment in full of the costs of such insurance program for each program selected.

E. The period of time an employee is on leave as defined in this Article shall be counted in determining placement on staff reduction and recall lists as defined in Article XI whether or not step advancement in salary is granted.
7.8 Adoption/Parental Leave

A. Administrators shall be entitled to adoption leave for up to ten (10) days immediately after the adoption of a child or otherwise as required by the adoption process with sick days deducted from sick leave.

B. Administrators shall be entitled to non-birth parental leave for up to five (5) days after the birth of a child, with such days deducted from sick leave.

ARTICLE VIII

INSURANCE

8.1 All members of the unit as defined in Article I, who receive at least fifty percent of the salary for the position held if full-time, shall be eligible to participate in the following plan.

8.2 Benefits

A. Subject to the conditions set forth below, the following Health/Medical insurance program shall be provided through the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits. The medical benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

a. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired teachers in accordance with statute.

b. Effective July 1, 2020, the Board shall pay for all full-time employees eighty percent (80%) of the premium cost, and the employee shall pay twenty percent (20%) of such cost. Effective July 1, 2021, the Board shall pay for all full-time employees seventy-nine percent (79%) of the premium cost, and the employee shall pay twenty-one percent (21%) of such cost. Effective July 1, 2022, the Board shall pay for all full-time employees seventy-eight percent (78%) of the premium cost, and the employee shall pay twenty-two percent (22%) of such cost.

c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance $100 per month premium cost increase or the $350 per participant to a maximum of $1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The $100 per month premium cost increase shall be implemented through payroll deduction,
and the $350/$1400 annual deductible shall be implemented through claims administration.

d. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan in whole or in part.

i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or

ii) If Conn. Gen. Stat. Section 3-123rr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or

iii) If the cost of medical benefits plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan.

e. In any negotiations triggered under subparagraph d above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in the parties 2017-2020 collective bargaining agreement (as well as the premium cost-sharing amounts as set forth above, as may be subsequently negotiated between the parties) to be the baseline for such negotiations, and the parties shall consider the following additional factors:

Trends in medical insurance plan design outside of the SPP;

The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.
B. The following Dental insurance programs shall be provided through third party administrator services:

1. Cigna Premier Dental Plan

   The Board shall make available for the duration of this Agreement the Cigna Premier plan as described in Appendix A-2(a).

   The Board shall make available for the duration of this Agreement and at a level of service no-less-than that in effect June 30, 1992-Cigna Premier plan as described in Appendix A-2(a).

2. Cigna Preferred Dental Plan

   The Board shall make available as a second dental option the Cigna Preferred Dental Plan as described in Appendix A-2(b).

   The Board may substitute a comparable plan if agreed to by the Association. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

C. Other

   Group life insurance shall be provided at a level of three (3) times annual salary to a maximum of $400,000.

   Long term disability insurance shall be provided under the current plan, with a maximum benefit of $8,000 per month. There shall be a twenty-four month limitation for disabilities due to mental illness unless the employee is confined to a hospital or institution.

   The Board may substitute a comparable plan if agreed to by the Association. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

8.3 Premium Cost Sharing

   A. The term "premium cost" as used herein shall mean the premium rate that each carrier would charge the Board to provide the benefits specified in 8.2 for each level of coverage if the Board had funded those benefits on a fully-insured basis, giving full credibility to actual experiences.

   The Board shall provide the Association, upon request, with a written statement from each carrier of the premium rate that each carrier would charge the Board to
provide the benefits specified in 8.2 for each level of coverage on a fully-insured basis.

B. The Board of Education, or Third Party Administrator, mutually agreed to by the Board and Association subject to the provisions of Article 8.2 of this Agreement shall make available to the Association all relevant data regarding the costs and performance of the various insurance plans available under this Agreement. Such data shall include, but not be limited to: the master trust agreement, consultant/TPA reports and/or studies, and premium and/or conventional premium equivalent calculations. Utilization information shall be provided including "network and out of network" providers, frequency of claims, costs, use of network providers, and UCR rates. The Board will also provide to the Association upon request access to any other resources such as consultants which in its sole discretion the Board may engage that can validate current or future costs of the insurance benefits provided under this Collective Bargaining Agreement.

C. Board and Administrator Premium Contributions.

2. Long Term Disability

The employee shall pay ten percent (10%) of the premium cost for the coverage which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

3. Group Life

For coverage up to the applicable maximum, the employee shall pay ten (10) percent of the premium cost. The Board shall pay the balance of the cost.

For any coverage available to the employee and that he/she chooses to purchase beyond the maximum coverage applicable for him/her, the employee shall pay one hundred (100) percent of the premium cost.

4. Dental

The employee shall pay twenty percent (20.0%) of premium costs for coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

8.4 The Board shall make an IRS Section 125 plan available to the employee making premium contributions for insurance benefits under Section 8.3 of the Agreement.

The Board shall make available on an optional basis a Section 125 Flexible Spending Account for Accident and Health Insurance (IRC Sections 129) and Dependent Care
Account. Those employees who utilize this option will assume the actual administrative costs for these Accounts.

8.5 Change of Insurance Carrier

The Board may change insurance carrier(s) provided that the benefits, coverage, and administration of the new plan is substantially equal to the benefits, coverage, and administration of the current plan. Any such change shall be made in accordance with the following procedure: Except as such change may be made by mutual agreement of the parties, the Board shall notify the Association at least ninety (90) days prior to the implementation of any change in carrier(s), including a copy of the proposed new insurance plan. If the Association agrees to such change, it shall notify the Board in writing within forty-five (45) days of such notification. If the Association objects to such change, it shall notify the Board in writing within forty-five (45) days of such notification, and it shall submit the matter to impartial arbitration in writing in accordance with Level Four of the Grievance procedure within ten (10) days of providing such notification. The Board shall not implement the insurance change until the arbitration decision is rendered, and then only consistent with, and to the degree permitted by, the arbitration award.

8.6 When an employee retires under the State Teacher Retirement System, he/she may participate in the hospitalization, medical/surgical and major medical programs at levels of coverage as close to those which apply for active employees that prevailing group rates will allow. Such retired employee shall pay one hundred percent (100%) of the premium cost. If the retired employee is eligible for Medicare, the employee will be required to enroll in Medicare Part A and Part B, and payment of the Medicare premium is the responsibility of the retired employee. The Board insurance plan will provide coverage in accordance with its terms for any such services not covered under Medicare.

8.7 Excise Tax. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-48) has set forth and codified under the Internal Revenue Code §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will re-open the "Insurance" Article, Article VIII, for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.
ARTICLE IX

PROMOTIONS

9.1 Promotions

A. Whenever the Board declares a vacancy in an administrative or supervisory position covered under the supervisory and administrative salary schedules attached hereto, such vacancy shall be announced. During the school year such announcement shall be posted electronically as far in advance as possible, and a job description or statement of qualifications to the extent available may be obtained in the Human Resources Office. During the summer such announcement shall be posted electronically and any employee who annually, by June 1, states in writing to the Director of Human Resources that he/she wishes to be notified of such announcements and provides a current address shall be notified by mail as far in advance as possible, and a job description or statement of qualifications to the extent available may be obtained in the Human Resources Office. For purposes of this Article, reference to written notification of any type shall include email notification.

B. Current employment in the West Hartford school system shall be a factor in consideration for promotion.

ARTICLE X

NO STRIKE PROVISION

10.1 The Association agrees that it will not call, authorize, instigate, sanction or condone any strike, slow-down or stoppage of work against the West Hartford Board of Education during the period of this Agreement or any extension thereof.

ARTICLE XI

FORCED STAFF REDUCTION AND RECALL

11.1 Forced Staff Reduction

Forced staff reduction occurs when the total number of full-time positions in the bargaining unit or fraction thereof established and budgeted by the Board of Education from funds appropriated by the Town or other sources is less than the total number of full-time equivalent employees qualified and available for placement in these positions.

Forced staff reduction can result in dismissal from employment or displacement from the bargaining unit. In such cases, the following procedure shall apply:
A. An administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening, if one exists, in his/her classification for which he/she is certified and qualified.

B. If there is no existing administrative opening in his/her classification, the displaced administrator shall be assigned to the position held by the administrator who has the least seniority in his/her present classification, provided he/she is certified and qualified for the position, who in turn shall be the displaced administrator.

C. If there is no existing administrative opening in his/her classification and the displaced administrator has the least seniority in his/her present classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified, provided, however, that such appointment shall not be to a higher classification.

D. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and he/she is not assigned to another administrative position in accordance with the procedures above, he/she will be offered a teaching position subject to the Reduction in Force provision of the Agreement between the West Hartford Board of Education and the West Hartford Education Association.

E. If an administrator is reassigned to a teaching position in accordance with this procedure, he/she will be given experience credit on the salary schedule of the Agreement between the Board of Education and the West Hartford Education Association for his/her administrative and teaching experience with the Board and shall retain all accumulated sick leave, provided that such salary schedule credit and sick leave accumulation does not violate the terms of said Agreement or pertinent state statutes.

F. An administrator who has been displaced from the unit or whose employment was terminated under this procedure shall be placed on a reappointment list for two (2) years. An administrator on the reappointment list shall be recalled to a vacant position in his/her previous classification or to a position in a lower classification, provided that he/she is certified and qualified for the vacant position. If a reappointment is offered consistent with the above and is not accepted by the administrator within fifteen days of said offer, he/she shall be removed from the reappointment list, and the Board shall have no further obligations under this Article.

G. For purposes of this procedure, administrative classifications shall be as follows:

1. High School Principal
2. Middle School Principal
   Director of Elementary Education
   Director of Secondary Education
Director of Gifted & Talented

3. Elementary School Principal
4. High School Assistant Principal
5. Middle School Assistant Principal
6. Department Supervisor
   Pupil Service Department Supervisor
7. Athletic Director

H. The determination of whether an administrator is qualified for a specific position shall be the responsibility of the Superintendent, provided that he/she does not exercise that responsibility in an arbitrary or capricious manner. In making that determination, the Superintendent may consider such factors of professional certification, training and experience as he/she deems relevant to the position in question, including but not limited to whether the administrator has previous experience in such a position.

I. Decisions resulting in termination of employment are not subject to the grievance procedure, but shall be subject to review under Conn. Gen. Stat. Section 10-151. Decisions resulting in displacement from bargaining unit shall be subject to the grievance procedure.

J. In the event an administrator is displaced to an administrative classification or teaching position with a salary schedule lower than that which the displaced administrator previously received, his or her salary (less $1,000) shall be maintained for one year, after which time his or her salary shall revert to the salary for the position. The Board may assign additional time up to the work year of the previous position.

K. No administrator shall be suspended or demoted except for just cause.

L. For purposes of this Article, "seniority" as used herein, shall mean the total number of years of administrative service in the West Hartford School district, not the number of years of service in one’s present classification. For purposes of this article, an “opening” shall be deemed to exist in any position occupied by a consultant, retiree, DSAP person (teacher or administrator holiday a Durational Shortage Area Permit), temporary assignee, or acting appointee.
ARTICLE XII

COLLECTION OF MONEY

12.1 In any instance where the Board shall assign to an administrator a duty to collect money from students for any purpose, the Board shall in the event of loss or theft of the money, save the administrator harmless from any claim arising from such loss or theft, unless such loss or theft shall result from negligence, malfeasance, or malfeasance of the administrator.

ARTICLE XIII

EVALUATION WORKLOAD

The Administration shall make every effort to annually provide for an equitable distribution of certified and non-certified formal evaluations.

ARTICLE XIV

TUITION REIMBURSEMENT

14.1 The Board will expend up to $10,000 annually to reimburse administrators up to $1,000 per year for courses as approved in advance. Requests for reimbursement will be submitted by December 1st of the fiscal year in which the course is taken. After December 1st, administrators shall be informed of the amount they will receive for reimbursement, which shall not exceed the cost of the course taken as well as how many requests for reimbursement there are. If applications exceed the monies available, the monies will be divided equally by the number of applicants still ensuring the amount of reimbursement does not exceed the cost of the course. Remittance of reimbursement will be made after December 15th for any course that has been completed.

14.2 Administrators shall be eligible for tuition reimbursement as set forth in this Article, provided that (a) they have been employed by the Board as an administrator for at least two (2) full school years; (b) they agree to remain employed by the Board for at least one (1) full school year following the payment of any such reimbursement; and (c) they actually remain employed by the Board for at least one (1) full school year following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such an administrator separates from employment by the Board prior to the expiration of the one (1) year period following the payment of any such reimbursement (other than involuntary separation initiated by the Board), the administrator shall be required to repay to the Board the full amount of any such reimbursement paid by the Board at the time of such separation.
ARTICLE XV

DURATION

15.1 This Agreement constitutes the full and complete agreement between the parties on all subjects of negotiation. Except as provided in Article VIII, neither party shall be required to negotiate on any subject whether it is covered or not covered in this Agreement; provided, this requirement shall not be construed to waive the Association’s rights under the Board-Teacher negotiations statute to negotiate changes that the Board proposes concerning mandatory subjects of negotiation.

15.2 The provisions of this Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2023.

ARTICLE XVI

SAVINGS CLAUSE

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

16.2 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly authorized and executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives on this 27th day of January, 2020.

WEST HARTFORD BOARD OF EDUCATION

By ____________________________
Its Chairperson

WEST HARTFORD ADMINISTRATORS’ ASSOCIATION

By ____________________________
President
## Appendix A-1

### Insurance Summary of Benefits

**Partnership 2.0 Schedule of Benefits (effective 10/1/2017)**

<table>
<thead>
<tr>
<th>General</th>
<th>In-Network Services</th>
<th>Out-of-Network Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Deductible</td>
<td>$350 Individual, $700 two person, $1,050 three person, $1,400 family max</td>
<td>$300 individual, $600 two person, $900 family</td>
</tr>
<tr>
<td>Out-of-Network Cost-Share (Coinsurance after meeting Deductible)</td>
<td>Not Applicable</td>
<td>20% of allowable Usual Customary and Reasonable charges plus 100% of billed charges in</td>
</tr>
<tr>
<td>Maximum out of Pocket Limit (Excluded from calculation: premiums, balance billing, deductibles, out-of-network cost sharing, charges for non-covered services and charges for non-essential services)</td>
<td>$2,000 individual, $4,000 family</td>
<td>$2,300 individual, $4,900 family</td>
</tr>
<tr>
<td>Lifetime Maximum</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Person responsible for obtaining Prior Authorization</td>
<td>Participating Provider or Physician</td>
<td>Member</td>
</tr>
</tbody>
</table>

### Preventive Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Patient Share</th>
<th>In-Network Patient Share</th>
<th>Out of Network Patient Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well Child Care</td>
<td>No Co-pay</td>
<td>Deductible plus Coinsurance</td>
<td></td>
</tr>
<tr>
<td>Adult Physical Exams</td>
<td>No Co-pay</td>
<td>Deductible plus Coinsurance</td>
<td></td>
</tr>
<tr>
<td>Preventive Gynecological Visit</td>
<td>No Co-pay</td>
<td>Deductible plus Coinsurance</td>
<td></td>
</tr>
<tr>
<td>Mammmography</td>
<td>No Co-pay</td>
<td>Deductible plus Coinsurance</td>
<td></td>
</tr>
<tr>
<td>Immunizations and Vaccinations (Includes those needed for travel)</td>
<td>No co-pay</td>
<td>Deductible plus Coinsurance</td>
<td></td>
</tr>
</tbody>
</table>

### Medical Services

<table>
<thead>
<tr>
<th>Service</th>
<th>In-Network Patient Share</th>
<th>Out of Network Patient Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care Physician</td>
<td>$15 Co-pay participating provider</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Specialist Physician (Includes in-office procedures)</td>
<td>$15 Co-pay participating provider (50 preferred provider for Allergy &amp; Immunology, Cardiology, Endocrinology, ENT, Gastroenterology, OB-GYN, Ophthalmology, Orthopedic Surgery, Rheumatology, Urology - Applies in CT only)</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Vision Exam and Refraction: 1 exam per calendar year (when performed as part of an exam)</td>
<td>$15 Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Routine Hearing Screening: 1 per calendar year (when performed as part of an exam)</td>
<td>$15 Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Maternity Outpatient (first visit only)</td>
<td>$15 Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Outpatient Surgery performed in hospital or licensed ambulatory surgery center (Includes colonoscopy) (Prior Authorization required)</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Allergy Office Visit/Testing</td>
<td>$15 Co-pay participating provider</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Allergy Injections Immunotherapy or other therapy treatments</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Infertility Services</td>
<td>$15 Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Outpatient Hospital/Inpatient Hospital Office Visit</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Gender Identity Disorder Services Office Visit</td>
<td>$15 Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Outpatient Hospital/Inpatient Hospital</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Bariatric Surgery</td>
<td>$15 Co-pay*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Sleep Studies — attended (Prior Authorization required)</td>
<td>No Co-pay*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td><strong>HOSPITAL SERVICES</strong></td>
<td><strong>In Network Patient Share</strong></td>
<td><strong>Out of Network Patient Share</strong></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------</td>
<td>---------------------------------</td>
</tr>
</tbody>
</table>
| All Inpatient Admissions including Childbirth  
(Prior Authorization required) | No Co-pay if HEP Compliant* | Deductible plus Coinsurance |
| Ancillary Services  
(Prior Authorization required) | No Co-pay if HEP Compliant* | Deductible plus Coinsurance |
| Specialty Hospital  
(Prior authorization required)  
Utilization limit | No Co-pay if HEP Compliant*  
None | Deductible plus Coinsurance  
60 days per covered person per calendar year |
| Skilled Nursing Facility (Prior authorization required)  
Utilization limit | No Co-pay if HEP Compliant*  
None | Deductible plus Coinsurance  
60 days per covered person per calendar year |
| Inpatient Hospice Care  
(Prior authorization required)  
Utilization limit | No Co-pay*  
None | Deductible plus Coinsurance  
60 days per covered person per calendar year |
| **EMERGENCY/URGENT CARE SERVICES** | **In Network Patient Share** | **Out of Network Patient Share** |
| Emergency Room Treatment  
Waived if patient Admitted to hospital | $250 (waived if admitted and waiver form is available) | $250 (waived if admitted and waiver form is available) |
| Urgent Care Clinic (Out of county urgent care ~$15 co-pay) | $15 Co-pay | Deductible plus Coinsurance |
| Walk-in Clinic | $15 Co-pay | Deductible plus Coinsurance |
| Emergency Ambulance | No Co-pay if HEP Compliant* | No Co-pay* |
| **OTHER HEALTHCARE SERVICES** | **In Network Patient Share** | **Out of Network Patient Share** |
| High Cost Radiological & Diagnostic Tests: MRI, MRA, CAT, CTA, PET and SPECT scans  
(Prior authorization required) | $0 copay preferred provider/20% for non-preferred provider in Connecticut ($0 copay outside of Connecticut) | Deductible plus 40% Coinsurance in Connecticut.  
(Deductible and 20% coinsurance outside of Connecticut). |
| Diagnostic, Laboratory and X-ray Services | $0 copay preferred provider/20% for non-preferred provider in Connecticut ($0 copay outside of Connecticut) | Deductible plus 40% Coinsurance in Connecticut.  
(Deductible and 20% coinsurance outside of Connecticut). |
| Radiation Therapy | $0 copay preferred provider/20% for non-preferred provider in Connecticut ($0 copay outside of Connecticut) | Deductible plus 40% Coinsurance in Connecticut.  
(Deductible and 20% coinsurance outside of Connecticut). |
| Nutritional Counseling  
Maximum of 3 visits per Covered Person per Calendar Year | No Co-pay if HEP Compliant* | Deductible plus Coinsurance |
| Private Duty Nursing  
(Prior Authorization Required) | No Co-pay if HEP Compliant* | Deductible plus Coinsurance |
| Home Health Care  
Utilization Limits | No Co-pay if HEP Compliant if HEP  
Compliant visits per calendar year | Deductible plus Coinsurance  
200 visits per calendar year |
| In-Home Hospice | No Co-pay if HEP Compliant* | Deductible plus Coinsurance  
300 visits per calendar year |
| Acupuncture  
Limit: 20 visits per calendar year | $15 Co-pay | Deductible plus Coinsurance |
| Infusion Therapy  
Unlimited | No Co-pay if HEP Compliant* | Deductible plus Coinsurance |
| Surgical Removal of Breast Implant | No Co-pay if HEP Compliant* | Deductible plus Coinsurance |
| **OUTPATIENT REHABILITATION SERVICES** | **In Network Patient Share** | **Out of Network Patient Share** |
| Physical or Occupational Therapy  
Prior Authorization may be required Benefit limit | No Co-pay if HEP Compliant*  
Unlimited | Deductible plus Coinsurance  
30 visits per calendar year |
| Chiropractic Therapy Benefit Limit | No Co-pay if HEP Compliant*  
Unlimited | Deductible plus Coinsurance  
30 visits per calendar year |
| Speech therapy: Covered only for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx  
Benefit limit: | No Co-pay if HEP Compliant*  
Unlimited | Deductible plus Coinsurance  
30 visits per calendar year |
| Autism Services: Behavioral, Outpatient, Rehabilitation, Physical, occupational, and speech therapy | No Co-pay if HEP Compliant* | Deductible plus Coinsurance |
| Cardiac Rehabilitation Therapy | $0 preferred provider/  
No Co-pay if HEP Compliant* | Deductible plus Coinsurance |
<p>| Other Therapy Services: Radiation, Chemotherapy for treatment of cancer, Electroshock, Kidney Dialysis in Hospital or free-standing dialysis center | No Co-pay if HEP Compliant* | Deductible plus Coinsurance |</p>
<table>
<thead>
<tr>
<th>MEDICAL DEVICES/SUPPLIES</th>
<th>In Network Patient Share</th>
<th>Out of Network Patient Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Oxygen</td>
<td>No Co-pay</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>Diabetic equipment and supplies</td>
<td>No Co-pay</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>Specialized Formula (Prior Authorization required)</td>
<td>No Co-pay</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>Wig—Covered only for patient who suffers hair loss as</td>
<td>No Co-pay</td>
<td>No Co-pay</td>
</tr>
<tr>
<td>result of chemotherapy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hearing Aids—Coverage limited to Dependent children</td>
<td>No Co-Pay</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>(limited to one set of hearing aids within a 24 month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>period)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective July 1, 2016—Age restriction on Coverage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>will be removed, benefit limited to one set of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>hearing aids within a 24 month period (Prior Authorization</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foot Orthotics</td>
<td>No Co-pay</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>Durable Medical Equipment and Prosthetic Devices</td>
<td>No Co-pay</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>(Prior Authorization required for items over $500)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical and Ostomy Related Services</td>
<td>No Co-pay</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>MENTAL HEALTH &amp; SUBSTANCE ABUSE</td>
<td>In Network Patient Share</td>
<td>Out of Network Patient Share</td>
</tr>
<tr>
<td>Outpatient Treatment for Mental Health Care</td>
<td>$15 Co-pay</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>Inpatient Treatment in a Hospital or Residential</td>
<td>No Co-pay if HEP</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>Treatment Center for Mental Health Care (Prior Authorization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient Substance Abuse</td>
<td>$15 Co-pay</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>Inpatient Substance Abuse Treatment in a Hospital or</td>
<td>No Co-pay if HEP</td>
<td>Deductible plus Co-insurance</td>
</tr>
<tr>
<td>Substance Abuse Treatment Facility (Prior Authorization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PENALTY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Penalty for Failure to Obtain Prior Authorization for</td>
<td>$500 or 20% of allowable</td>
<td></td>
</tr>
<tr>
<td>Covered Services</td>
<td></td>
<td>charges, whichever is</td>
</tr>
<tr>
<td></td>
<td></td>
<td>less, plus 100% of billed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>amount in excess of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>allowable charges</td>
</tr>
</tbody>
</table>

*Copays waived if Health Enhancement Program (HEP) compliant.

The above schedule of benefits is information only. Please refer to the plan documents online for the official benefits and coverages.

http://www.osc.ct.gov/cpartner/

MEMBER RESPONSIBILITIES WHEN OBTAINING HEALTH CARE—PRIOR AUTHORIZATION

1. Services Requiring Prior Authorization
   - Air Ambulance
   - Organ Transplant
   - Bariatric Surgery
   - Chemotherapy
   - Colonoscopy
   - Durable Medical Equipment over $500 (includes foot orthotics and hearing aids)
   - Gender Reassignment Surgery
   - High cost Diagnostic Imaging (MRI, MRA, CAT, CTA, PET, SPECT scans)
   - Infertility Treatments
   - Inpatient Hospice
   - Inpatient, Mental Health
   - Inpatient Non-Emergency Care (includes childbirth)
   - Inpatient, Substance Abuse Treatment
   - Internal & External Prosthetic Devices
   - Kidney Dialysis
   - Oral Surgery
   - Orthopedic Exercises
   - Outpatient Occupational Therapy
   - Outpatient Physical Therapy
   - Outpatient Surgery
   - Partial Hospitalization (under 12 hours)
   - Private Duty Nursing
   - Mental Health/ Substance Abuse
   - Specialized Formula
   - Specialized Infant Formula
   - Skilled Nursing Facility Admission
   - Sleep Studies
   - Specialty Hospital Admission
   - Substance Abuse Residential Treatment

Prior Authorization is performed by in-network providers. Prior authorization is the member's responsibility if out of network.
**SCHEDULE OF PRESCRIPTION DRUG BENEFITS** eff 10/1/2017

A Member’s rights to benefits for Covered Drugs as provided in this Plan Document are subject to the terms and conditions of the agreement between the Plan Sponsor and CVS Caremark.

<table>
<thead>
<tr>
<th><strong>Active Employee Plans</strong>—Co-payments and Cost Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mail order is 90-day refill of Maintenance Medication</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Active Employees</th>
<th>Participating Retail</th>
<th>Maintenance Medications (90 day supply* Required after 1st 30 day fill at retail)</th>
<th><strong>Health Enhancement Program only</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Preferred Generic</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Non Preferred Generic</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Preferred Brand</td>
<td>$25.00</td>
<td>$25.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Non Preferred Brand</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$12.50</td>
</tr>
<tr>
<td>Contraceptives*** Eff. 7/1/2013</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Day Supply Limit</td>
<td>30</td>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>

* Includes refills obtained at pharmacies or mail order participating in the State of CT Maintenance Drug Network. ** Asthma/COPD, Heart Failure/Heart Disease, Hyperlipidemia and Hypertension and Diabetes

*** Maintenance Medication (single fill only at retail)

** Treated as Maintenance Medication (single fill only at retail) **Out of pocket Maximum $4,600 individual/$9,200 family

<table>
<thead>
<tr>
<th><strong>RULES APPLICABLE TO ALL PLANS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand Drugs as substitutes for available Generic Drugs (without coverage exception request)</td>
</tr>
<tr>
<td>Generic Substitution</td>
</tr>
<tr>
<td>Non-Preferred Drug utilization</td>
</tr>
<tr>
<td>Prior Authorizations and Other Clinical Programs</td>
</tr>
<tr>
<td>Benefit Period</td>
</tr>
<tr>
<td>Diabetes Co-pay</td>
</tr>
</tbody>
</table>
Chronic Conditions
Health Enhancement Program
Co-pays may be waived or reduced for medications to treat: Asthma, Diabetes, COPD, Hyperlipidemia, Hypertension, heart failure or heart disease
Refill Policy
Per Plan Sponsor standard guidelines
Formulary
CVS Caremark Standard Drug List

* If the Co-payment is greater than the Maximum Allowable Amount (see definition below) or the billed charge for the medication, the Member will pay the lower amount.

COVERED BENEFITS
Prescription Drugs
Maintenance Prescription Drugs Certain Preventive Medications

BENEFITS BY PHARMACY TYPE
Participating Retail Pharmacy Benefits
When a Covered Drug is dispensed by a Participating Pharmacy, the Participating Pharmacy will accept the Maximum Allowable Amount and will make no charge to the Member except for any applicable Co-payment or Cost-Share. Payment will be made to the Participating Pharmacy by CVS Caremark, except for Co-payments or Cost-Shares that are payable by Member at the Participating Pharmacy.

Non-Participating Pharmacy Benefits
When a Covered Drug is dispensed by a Non-Participating Retail Pharmacy the Member shall pay for the prescription out-of-pocket, and then will be reimbursed upon submitting a proper claim for reimbursement to CVS Caremark. Reimbursement is only available for Covered Services less any applicable Co-payment or Cost-Share, after review and approval of the claim. Reimbursement is based on the Maximum Allowable Amount (defined below) for Non-Participating Pharmacies. Claims must be filed with CVS Caremark within 2 years after the prescription for the Covered Drug has been filled. The receipt must accompany the claim.

PRESCRIPTION DRUGS REQUIRING PRIOR AUTHORIZATION
When a Covered Drug which requires Prior Authorization is prescribed for a Member, the Member or the Member’s representative must call CVS Caremark at 1-800-294-5979, or fax a written request for prior authorization to CVS Caremark, at 1-888-836-0730.

Prescription Drugs with Managed Elements (Subject to change):

<table>
<thead>
<tr>
<th>Drug Class/ Name</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abstral</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Actemra</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Actiq</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Amerge</td>
<td>Quantity limit: 9 tablets per 30 days</td>
</tr>
<tr>
<td>Amevive</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Axert</td>
<td>Quantity limit: 12 tablets per 30 days</td>
</tr>
<tr>
<td>Caverject</td>
<td>Quantity Limit: 6 units per 30 days</td>
</tr>
<tr>
<td>Cialis</td>
<td>Quantity limit: 6 tablets per 30 days</td>
</tr>
<tr>
<td>Cialis, 5 mg</td>
<td>Prior Authorization required, limited to those diagnosed with</td>
</tr>
<tr>
<td>Cimzia</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Edex</td>
<td>Quantity Limit: 6 units per 30 days</td>
</tr>
<tr>
<td>Enbrel</td>
<td>Prior authorization required</td>
</tr>
<tr>
<td>Drug</td>
<td>Requirement</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>Fentora</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Frova</td>
<td>Quantity limit: 9 tablets per 30 days</td>
</tr>
<tr>
<td>Genotropin</td>
<td>Prior Authorization required (no coverage for ISS)</td>
</tr>
<tr>
<td>Growth Hormones</td>
<td>Prior Authorization required (no coverage for ISS)</td>
</tr>
<tr>
<td>Humatrope</td>
<td>Prior Authorization required (no coverage for ISS)</td>
</tr>
<tr>
<td>Humira</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Imitrex Injection Kits</td>
<td>Quantity limit: 4 kits per 30 days</td>
</tr>
<tr>
<td>Imitrex Nasal inhaler</td>
<td>Quantity limit: 12 units per 30 days</td>
</tr>
<tr>
<td>Imitrex tablets</td>
<td>Quantity limit: 9 tablets per 30 days</td>
</tr>
<tr>
<td>Imitrex Vials</td>
<td>Quantity limit: 10 vials (5ml) per 30 days</td>
</tr>
<tr>
<td>Incivek</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Incrlex</td>
<td>Prior Authorization required (no coverage for ISS)</td>
</tr>
<tr>
<td>Infergen</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Intron A</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Kineret</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Lazanda</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Levitra</td>
<td>Quantity limit: 6 tablets per 30 days</td>
</tr>
<tr>
<td>Maxalt tablet</td>
<td>Quantity limit: 12 tablets per 30 days</td>
</tr>
<tr>
<td>Maxalt-MLT tablets</td>
<td>Quantity limit: 12 tablets per 30 days</td>
</tr>
<tr>
<td>Migranal nasal inhaler</td>
<td>Quantity limit: 1 kit (8 units) per 30 days</td>
</tr>
<tr>
<td>Muse</td>
<td>Quantity Limit: 6 units per 30 days</td>
</tr>
<tr>
<td>Norditropin</td>
<td>Prior Authorization required (no coverage for ISS)</td>
</tr>
<tr>
<td>Nutropin/AQ</td>
<td>Prior Authorization required (no coverage for ISS)</td>
</tr>
<tr>
<td>Nuvigil</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Omnitrope</td>
<td>Prior Authorization required (no coverage for ISS)</td>
</tr>
<tr>
<td>Onsolis</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Orencia</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Pegasys</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Peg-Intron</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Provigil</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Relpax</td>
<td>Quantity limit: 12 tablets/30 days</td>
</tr>
<tr>
<td>Remicade</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Ribavirin</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Rituxan</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Saizen</td>
<td>Prior Authorization required (no coverage for ISS)</td>
</tr>
<tr>
<td>Serostim</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Simponi</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Stadol Nasal Spray (available as)</td>
<td>Quantity limit: 2 bottle per 30 days; available as generic only</td>
</tr>
<tr>
<td>Staxyn</td>
<td>Quantity Limit: 6 tablets per 30 days</td>
</tr>
<tr>
<td>Stelara</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Subsys</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Sumavel DosePro</td>
<td>Quantity limit: 12 DosePros per 30 days</td>
</tr>
<tr>
<td>Tev-Tropin</td>
<td>Prior Authorization required (no coverage for ISS)</td>
</tr>
<tr>
<td>Treximet</td>
<td>Quantity limit: 9 tablets per 30 days</td>
</tr>
<tr>
<td>Viagra</td>
<td>Quantity limit: 6 tablets per 30 days</td>
</tr>
<tr>
<td>Victrelis</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Xyrem</td>
<td>Prior Authorization required</td>
</tr>
<tr>
<td>Product</td>
<td>Quantity limit</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------------------</td>
</tr>
<tr>
<td>Zomig Nasal Spray</td>
<td>Quantity limit: 12 inhalers per 30 days</td>
</tr>
<tr>
<td>Zomig/Zomig ZMT tablets</td>
<td>Quantity limit: 12 tablets per 30 days</td>
</tr>
</tbody>
</table>
### Calendar Year Deductible
- Per Person: $0
- Family Aggregate Maximum: $0

### Preventive & Diagnostic (No Deductible)
- Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)
- Fluoride Treatment (For children to age 19)
- Sealants (To age 16) & Space Maintainers

### Remaining Basic (No Deductible After Deductible)
- Fillings, Extractions, Root Canals (Endodontics)
- Periodontal, Oral Surgery
- Repair of Dentures & Removable Prosthetics

### Crowns & Prosthodontics (No Deductible; After Deductible)
- Bridgework, Full & Partial Dentures
- Crowns & Gold Restorations
- TMJ

### Calendar Year Maximum (Per Person)
- $1,500

### Periodontal Calendar Year Maximum (Per Person)
- $500

### Orthodontia (Adult & Dependent Children)
- Coinsurance: 60%
- Lifetime Maximum: $600

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)
APPENDIX A-2(b)

West Hartford Board of Education

CIGNA Preferred

<table>
<thead>
<tr>
<th>Service Description</th>
<th>If an in-network CignaPreferred Provider is used</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calendar Year Deductible</td>
<td>N/A</td>
<td>$100</td>
</tr>
<tr>
<td>• Per Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive &amp; Diagnostic (No Deductible)</td>
<td>100%</td>
<td>50%</td>
</tr>
<tr>
<td>• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Fluoride Treatment (For children to age 19)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Basic (Deductible Applies to Out of Network Only)</td>
<td>80%</td>
<td>50%</td>
</tr>
<tr>
<td>• Fillings, Extractions &amp; Root Canals (Endodontics)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Periodontal &amp; Oral Surgery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Sealants (To age 16)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crowns &amp; Prosthodontics (Deductible Applies to Out-of-Network only)</td>
<td>60%</td>
<td>50%</td>
</tr>
<tr>
<td>• Crowns &amp; Gold Restorations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Repair of Dentures &amp; Removable Prosthodontics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Bridgework, Full &amp; Partial Dentures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calendar Year Maximum (Per Person)</td>
<td>Unlimited</td>
<td>$500</td>
</tr>
<tr>
<td>Orthodontia (Adults &amp; Dependent Children)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Coinsurance</td>
<td>50%</td>
<td>N/A</td>
</tr>
<tr>
<td>• Lifetime Maximum</td>
<td>$3,000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)
APPENDIX B-1

SALARY SCHEDULE

2020-2021

<table>
<thead>
<tr>
<th>STEP</th>
<th>High School Principal</th>
<th>Middle School Principal &amp; Directors of Elementary &amp; Secondary Education &amp; Director of Gifted &amp; Talented</th>
<th>Elementary School Principal</th>
<th>High School Assistant Principal</th>
<th>Middle School Assistant Principal</th>
<th>Department Supervisor &amp; Athletic Director</th>
<th>Pupil Services Department Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$156,586</td>
<td>$149,225</td>
<td>$144,161</td>
<td>$138,496</td>
<td>$135,944</td>
<td>$121,998</td>
<td>$125,048</td>
</tr>
<tr>
<td>2</td>
<td>$159,384</td>
<td>$151,891</td>
<td>$146,756</td>
<td>$140,949</td>
<td>$138,356</td>
<td>$124,127</td>
<td>$127,231</td>
</tr>
<tr>
<td>3</td>
<td>$162,188</td>
<td>$154,556</td>
<td>$149,333</td>
<td>$143,400</td>
<td>$140,764</td>
<td>$126,245</td>
<td>$129,404</td>
</tr>
<tr>
<td>4</td>
<td>$164,988</td>
<td>$157,219</td>
<td>$151,909</td>
<td>$145,854</td>
<td>$143,172</td>
<td>$128,377</td>
<td>$131,586</td>
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<td>$162,971</td>
<td>$157,515</td>
<td>$151,287</td>
<td>$148,536</td>
<td>$133,363</td>
<td>$136,696</td>
</tr>
</tbody>
</table>

Every member of the Association who holds a Doctorate shall receive $2,500 added to his/her base pay each year. For members who receive a Doctorate during the school year, this salary adjustment will be prorated.

Annuity:

2020-21

$4,050 for building principals directors of elementary & secondary education, and director of gifted & talented
$3,550 for assistant principals
$2,850 for department supervisors & the athletic director
## APPENDIX B-2

### SALARY SCHEDULE

#### 2021-2022

<table>
<thead>
<tr>
<th>STEP</th>
<th>High School Principal</th>
<th>Middle School Principal, Directors of Elementary &amp; Secondary Education &amp; Director of Gifted &amp; Talented</th>
<th>Elementary School Principal</th>
<th>High School Assistant Principal</th>
<th>Middle School Assistant Principal</th>
<th>Department Supervisor &amp; Athletic Director</th>
<th>Pupil Services Department Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$159,326</td>
<td>$151,836</td>
<td>$146,684</td>
<td>$140,920</td>
<td>$138,323</td>
<td>$124,133</td>
<td>$127,236</td>
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<td>$162,173</td>
<td>$154,549</td>
<td>$149,324</td>
<td>$143,416</td>
<td>$140,777</td>
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<td>$129,458</td>
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<tr>
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<tr>
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<td>$151,804</td>
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</tbody>
</table>

Every member of the Association who holds a Doctorate shall receive $2,500 added to his/her base pay each year. For members who receive a Doctorate during the school year, this salary adjustment will be prorated.

### Annuity

#### 2021-22

- $4,300 for building principals, directors of elementary & secondary education, and director of gifted & talented
- $3,800 for assistant principals
- $3,100 for department supervisors & the athletic director
# APPENDIX B-3

## SALARY SCHEDULE

### 2022-2023

<table>
<thead>
<tr>
<th>STEP</th>
<th>High School Principal</th>
<th>Middle School Principal, Directors of Elementary &amp; Secondary Education &amp; Director of Gifted &amp; Talented</th>
<th>Elementary School Principal</th>
<th>Director of Continuing Education &amp; High School Assistant Principal</th>
<th>Middle School Assistant Principal</th>
<th>Department Supervisor &amp; Athletic Director</th>
<th>Pupil Services Department Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$162,114</td>
<td>$154,493</td>
<td>$149,251</td>
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<td>$151,937</td>
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<td>4</td>
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<td>$162,769</td>
<td>$157,272</td>
<td>$151,003</td>
<td>$148,227</td>
<td>$132,910</td>
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<td>$170,720</td>
<td>$165,005</td>
<td>$158,480</td>
<td>$155,599</td>
<td>$139,704</td>
<td>$143,196</td>
</tr>
</tbody>
</table>

Every member of the Association who holds a Doctorate shall receive $2,500 added to his/her base pay each year. For members who receive a Doctorate during the school year, this salary adjustment will be prorated.

### Annuity:

**2022-2023**

- $4,550 for building principals, directors of elementary & secondary education, and director of gifted & talented
- $4,050 for assistant principals
- $3,350 for department supervisors & the athletic director
APPENDIX C-1

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION
(To be completed by aggrieved person.)

NAME OF GRIEVANT ___________________________ DATE OF FORMAL PRESENTATION _______

NAME OF GROUP GRIEVANT ___________________________

SCHOOL ___________________________ APPROPRIATE ADMINISTRATOR _______

NAME OF ASSOCIATION REPRESENTATIVE ___________________________

STATEMENT OF GRIEVANCE: (Statement of facts or statement of action taken or refused which employee claims is unfair.)

REFERENCE TO AGREEMENT OR SCHOOL CODE:

REMEDIY REQUESTED:

_________________________________________
(Signature of Aggrieved or President of Association)
APPENDIX C-2

TYPE OR PRINT

GRIEVANCE FORM B

LEVEL ONE DECISION
(To be completed by appropriate administrator, within one calendar week of formal grievance presentation.)

AGGRIEVED PERSON ___________________________ DATE OF FORMAL GRIEVANCE PRESENTATION __________________

SCHOOL ___________________________ ADMINISTRATOR __________________

DECISION OF ADMINISTRATOR AND REASONS THEREFOR:

DATE OF DECISION ___________________________ (Signature of Administrator)

AGGRIEVED PERSON’S RESPONSE: (To be received by Superintendent within two calendar weeks following formal grievance presentation.)

☐ I accept the above decision of administrator.

☐ I hereby appeal the above decision to level Two. (Board level)
(Please attach copy of Grievance Form A.)

DATE OF RESPONSE ___________________________ (Signature of Aggrieved or President of Association)

8205776v2
APPENDIX C-3

LEVEL TWO DECISION

BOARD RESPONSE: (To be completed by Board of Education Chairman within two calendar weeks following conclusion of Board hearing with aggrieved; Board hearing to be held within two calendar weeks following receipt of appeal.)

AGGRIEVED PERSON: _______________________________________

DATE APPEAL RECEIVED ___________________________ DATE HEARING HELD ___________________________

BY BOARD OF EDUCATION: ___________________________ BY BOARD OF EDUCATION: ______________

DECISION OF BOARD OF EDUCATION AND REASONS THEREFOR:

DATE OF DECISION ___________________________

(Signature of Board Chairman or Designee)

AGGRIEVED PERSON’S RESPONSE: (To be completed by aggrieved within two calendar weeks of decision.)

☐ I accept the above decision of the Board of Education.
☐ I hereby request that the Association submit this grievance to:

   ___ Advisory Arbitration
   ___ Binding Arbitration

DATE OF RESPONSE ___________________________
APPENDIX D

WEST HARTFORD PUBLIC SCHOOLS
West Hartford, Connecticut

SABBATICAL LEAVE CONTRACT

I hereby agree, upon the completion of my sabbatical leave dated from ________________, _____ to ________________, _____, to return to an assignment in the West Hartford Public Schools for a period of at least two years.

It is my understanding that should I not perform this agreement, I shall repay to the Board of Education a sum bearing the same ratio to the amount of salary received while on leave of absence that the unfulfilled portion of the two subsequent years’ service bears to the two full years. I further understand that I shall be released from this commitment should my failure to meet this contract result from illness, disability, death, or involuntary release from the position by the Board of Education.

It is also my understanding that this contract shall in no way preclude the right of the Board of Education to terminate my employment for reason of elimination of position resulting from reduction in staff in accordance with Article XI of the Agreement between the Board and the WHAA. In such case, this contract shall become null and void.

__________________________  ________________________________
Date  Signature of Staff Member

__________________________  ________________________________
Date  Signature of Superintendent of Schools

Witness this _______ day of ___________________

______________________________
Signature of Notary Public

(Seal)

Commission expires ___________________
MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the West Hartford Board of Education and the West Hartford Administrators' Association reached the following additional agreements:

1. Administrators who work 220 days shall report to work at the regular time on days on which schools are closed but offices are open.

2. Eligibility for Insurance benefits under Section 8.1 (50% or greater) will be based on all certified service for the Board.

3. Members of the unit may apply to be considered for appointment to summer school and continuing education positions.

4. Section 4.3 of this Agreement is subject to the following conditions: (1) The Board may request such negotiations no more than once in any contract year; (2) Insofar as such negotiations concern changes to the Agreement, such negotiations shall be limited to only those provisions which directly concern staffing patterns, workload, employment year and employment day. All other provisions of the Agreement are exempt from this section; (3) Before assigning any unit member to work in a program with a modified staffing pattern, workload, employment year and/or employment day, the Board shall make every reasonable effort to obtain suitably qualified volunteers. Before the Board may involuntarily transfer or assign a unit member into such a program, the Board must give due consideration to any hardships which the unit member raises concerning such transfer or assignment. Hardships which may exempt a unit member shall include, but are not limited to: family child rearing responsibilities, family eldercare, attendance at higher education courses necessary for certification and/or salary lane advancement, etc.; (4) Articles 2, 3, 5, 6, 7, 8, 9 and 11 shall not be affected by Section 4.3 of the contract.
MEMORANDUM OF AGREEMENT

In the recently concluded negotiations between the West Hartford Board of Education and the West Hartford Administrators’ Association the parties agreed as follows:

Retired administrators who enroll in Medicare will not be penalized should their doctor not participate in the Medicare system. When a doctor refuses to accept Medicare the Board’s medical plan will cover such claim subject to the normal terms and conditions of the medical plan. The claim will not be denied due to the doctor’s refusal to participate in Medicare.