

AGREEMENT

between

**NORWICH BOARD OF
EDUCATION**

and

**NORWICH SCHOOL
ADMINISTRATORS ASSOCIATION**

July 1, 2022 - June 30, 2025

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ARTICLE 1
PREAMBLE

A. This Agreement is negotiated under Sections 10-153a and 10-153d through 10-153g of the General Statutes of the State of Connecticut, as amended in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served.

B. The Board and the Norwich School Administrators' Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development, and growth of the Norwich School System. To this end they agree to maintain communication, to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

C. This Agreement, including any changes mutually consented to, shall bind and inure to the benefit of both parties for the duration hereof. Written policies, rules and regulations, whether previously or subsequently adopted, which are in conflict with this Agreement, are superseded by this Agreement.

D. The Board of Education shall post this Agreement on the website within thirty (30) days after it becomes effective.

ARTICLE 2
RECOGNITION

A. The Board hereby recognizes the Norwich School Administrators Association as the exclusive representative for purposes of collective bargaining pursuant to Section 10-153a et seq. of the Connecticut General Statutes as amended, for certified professional administrators below the rank of Assistant Superintendent, who occupy positions requiring administrator or supervisor certification and the performance of administrative duties fifty (50) percent or more of the time.

B. Unless otherwise indicated, the term "Administrator" used hereinafter in this Agreement shall refer to all employees in the above unit.

ARTICLE 3
SCOPE OF AGREEMENT

A. The Board and the Norwich School Administrators' Association agree to secure a successor agreement pursuant to the revised Connecticut Statute concerning the right of certified professional employees to negotiate with the Board of Education (Sections 10-153a and 10-153d through 10-153f of the General Statutes, as amended).

B. This Agreement contains the full and complete Agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement unless mutually agreed upon. Provided, however, that if the Board creates any new position(s) in the bargaining unit during the term of this Agreement, the salaries and conditions of employment of such position(s) shall be negotiated between the parties. Provided further, that nothing in this paragraph shall be construed as limiting the right or responsibility of either party to participate in the informal consultation procedure set forth in Article 7 of this Agreement.

C. During negotiations, the Board and the Norwich School Administrators Association shall exchange relevant data, points of view, and proposals and counter-proposals with respect to salaries and any other conditions of employment about which either party wishes to negotiate.

ARTICLE 4

BOARD PREROGATIVES

The rights, powers, authority and prerogatives of the Board, including but not limited to those set forth in Sections 10-220 and 10-221 of the Connecticut General Statutes, shall remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.

ARTICLE 5

GENERAL PROVISIONS

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

B. Except in the case of a bona fide occupation qualification, all provisions of this Agreement shall apply equally to all administrators without regard to status in any protected class under State or federal anti-discrimination laws.

C. No administrator shall receive a written reprimand or be suspended without just cause.

ARTICLE 6

GRIEVANCE PROCEDURE

PURPOSE

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

confidential as is appropriate. If there is to be a public statement about a grievance, it shall be mutually agreed and jointly released.

B. DEFINITIONS

1. "Grievance" shall mean a claim by an administrator or group of administrators or the Association that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Where Board action is required by law, it shall not give rise to a grievance. A claim which arises over the alleged misapplication or interpretation of Board Policy or the Administrative Regulations may be processed under this procedure up through Level Two.

2. "Administrator" shall mean any member(s) of the bargaining unit as defined in article 1. "Board" shall mean the Board acting in its official capacity.

3. "PR&R Committee" shall mean that the Association shall maintain a Grievance Committee (hereinafter referred to as the PR&R Committee).

4. "Days" shall mean days on which students are in attendance, except after the close of the student year, and "days" shall then mean weekdays, Monday through Friday.

C. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the PR&R Committee and the Superintendent.

2. If an administrator does not file a grievance in writing with the Superintendent and PR&R Committee within twenty (20) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved administrator or the PR&R Committee at any level to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. INFORMAL PROCEDURE

1. If an administrator feels that he/she may have a grievance, he/she shall first discuss the matter with the Superintendent or designee, in an effort to resolve the problem informally. The administrator may be accompanied by a member of the PR&R Committee in any such meeting.

E. FORMAL PROCEDURE

1. Level One - Superintendent of Schools

(a) If the administrator is not satisfied with the outcome of the informal procedures, he/she may present his/her claim as a written grievance to the Superintendent within twenty (20) days after he/she knew or should have known of the act or conditions on which the grievance is based. A copy shall be forwarded to the chairperson of the Association's PR&R Committee.

(b) The PR&R Committee shall provide an opportunity for the aggrieved person to meet with the Committee to review the grievance and to determine appropriate documentation.

(c) The Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved person and with representatives of the PR&R Committee for the purpose of resolving the grievance.

(d) The Superintendent shall, within eight (8) days after the hearing, render his decision and the reasons therefor in writing to the administrator and to the Chairman of the PR&R Committee.

2. Level Two - Board of Education

(a) If the administrator is not satisfied with the disposition of his/her grievance at Level One he/she may, within ten (10) days after receipt of the decision, file a written grievance with the Chairman of the Board, with copy of such referral to the PR&R Committee of the Association. A copy of the record of Level One of this grievance shall be forwarded to the Board and the PR&R Committee.

(b) The review shall occur at the next regularly scheduled Board meeting following receipt of the appeal, provided the appeal is received by 4:00 p.m. on the workday that precedes the Board meeting by one (1) full week. An appeal received after that time shall be heard at the next regularly scheduled Board meeting.

(c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefor in writing to the aggrieved person with a copy to the Chairperson of the PR&R Committee.

3. Level Three - Impartial Binding Arbitration

(a) If the administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within ten (10) days after receipt of the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

(b) The Association may, within ten (10) days after receipt of such request, if the PR&R Committee formally determines that the grievance is

meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board in writing, with a copy to the Superintendent.

(c) The Board and the Association shall attempt to select a mutually acceptable arbitrator. If they cannot agree, the American Arbitration Association shall be called upon to select an impartial arbitrator.

(d) The arbitrator selected shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award which amends, adds to, deletes from or modifies in any way any provision of this Agreement. The arbitrator shall be bound by and must comply with all the terms of the Agreement.

(e) The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the Association and the Board, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on all parties.

(f) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. RIGHTS OF ADMINISTRATORS TO REPRESENTATION

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. Any administrator may be represented at Levels One and Two of the formal grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative of or by an officer of any administrator organization other than the Association. No administrator may proceed to Level Three on his/her own; only the Association may submit a grievance to arbitration.

G. MISCELLANEOUS

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants, and such documents and records shall have the same status as personnel records.

2. Forms for filing and processing grievances and other necessary documents, shall be prepared and approved jointly by the Superintendent and the Association, and made available through the PR&R Committee, so as to facilitate operation of the grievance procedure.

3. If a grievance affects a group or class of administrators, the Association may initiate and submit such grievance in writing directly to the Superintendent and the processing of such grievance will be commenced at Level One.

4. When a meeting or hearing is scheduled during a work day by the Superintendent or the Board pursuant to Level One, Two or Three of the grievance procedure, persons whose attendance at such meeting or hearing is necessary, including witnesses, if any, shall be released without loss of pay in order that they may attend. In addition, when it is necessary for an Association representative to investigate a grievance during a work day, he/she shall, upon one day's notice to his/her supervisor and/or principal, and to the Superintendent by the President of the Association, be released without loss of pay in order that he/she may carry out such investigation; provided that this right shall be limited to one Association representative per day. The Association agrees that this right shall not be abused.

ARTICLE 7

CONSULTATION PROCEDURE

A. It is recognized by the Board and the Association that all situations and developments could not be anticipated at the time of the negotiation of this Document. To achieve rapport between the Board and the Association, informal meetings shall be held during the school year between representatives of each organization at the request of either organization, such meetings to be held at mutually agreeable times.

B. The purpose of such meeting shall be to (1) discuss the orderly administration of this Agreement as written, and (2) to discuss or negotiate if mutually agreed any issues upon which proposals were not presented by either party during the negotiations of this Agreement, and (3) to discuss matters of education which are of concern to both the Board and the Association.

C. When one party makes a request of the other in writing, that other party shall respond to that request in writing within thirty (30) days.

ARTICLE 8

PERSONNEL FILES

A. Official administrator files shall be maintained in accordance with the following procedures:

1. The Board of Education shall keep only one official personnel file for each administrator covered by the contract.

2. No anonymous letters or materials shall be placed in an administrator's personnel file.

3. An administrator shall be given copies of all material to be placed in his/her file.

4. Administrators may send positive information concerning special competencies, achievements, performances or contributions of an academic, professional or

civic nature to the Superintendent or his/her designee who will review the information and decide if it is to be placed in the file. Material not so placed in the file shall be returned.

B. After examination of his/her evaluation, the administrator shall, for the purpose of identification only, affix his/her signature thereto, reserving the right to respond by addenda affixed to such material. The evaluation shall then be placed in the personnel file.

C. The administrator, upon request, has the right to review the contents of his/her personnel file at any time during the year provided that the time is mutually agreeable to both the employee and the Superintendent, who shall have a representative present at all times during the review.

D. The administrator has the right to have reproduced any document in his/her personnel folder. The cost of reproducing such documents shall be paid by the administrator at the approximate cost to the Board.

ARTICLE 9

EMPLOYMENT SECURITY

A. No tenured administrator (as defined in Section 10-151(b), (c) of the Connecticut General Statutes as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenured administrator or teacher and for which the tenured administrator is certified and qualified.

B. When reductions in force among the administrative staff are required, they shall be made within the following classifications.

<u>GROUP</u>	<u>CLASSIFICATIONS</u>
1	Director of Academics, Director of Equity, Director of Multilingual Learning; Assistant Director of Student Services
2	Middle School Principal
3	Elementary School Principal; Early Childhood Coordinator
4	Director of Language and Translation Services; Supervisor of Special Education; Middle School Assistant Principal; Elementary Assistant Principal
5	Adult Education Director

C. The administrator with the shortest length of service within a classification shall be laid off first within the classification unless the Superintendent determines that said

administrator is substantially more qualified than the administrator in that classification with the next shortest length of service within the classification, based on the following criteria:

1. Academic degree status and certification, provided that the Board may accord less weight to certification in an area in which the administrator has not been actively employed within the last four years;
2. Length of service;
3. Experience in the specific position;
4. Skill, ability, and quality of performance as determined through written evaluations;
5. Recommendations of supervising administrative staff;
6. Total experience relevant to the specific position;
7. Additional course credits.

D. If the person in the affected classification with the shortest length of service within such classification, however, has more total years of administrative service in the Norwich School System than that of the least senior administrator in the next lower classification, then the first administrator shall be offered the position of such other administrator, provided he/she is certified and qualified for such position;

UNLESS, the Superintendent determines that such less senior administrator is substantially more qualified than the first administrator based on the following criteria:

1. Academic degree status and certification, provided that the Board may accord less weight to certification in an area in which the administrator has not been actively employed within the last four years;
2. Length of service;
3. Experience in the specific position;
4. Skill, ability, and quality of performance as determined through written evaluations;
5. Recommendations of supervising administrative staff;
6. Total experience relevant to the specific position;
7. Additional course credits.

E. There shall be no lateral bumping between/among classifications within a group or bumping upwards to a higher classification.

F. The person(s) in the affected classification who is laid off from administrative employment shall be considered a teacher and, in accordance with law, the teachers' contract shall determine whether he/she is assigned to a teaching position or laid off entirely from the Norwich School System.

G. The criteria in Section D above shall be applied in selecting among non-tenured administrators within a classification whose contracts are terminated for elimination of position or loss of position to another administrator. They shall not apply to nonrenewal of non-tenured administrators.

H. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes, as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this Article can and should be submitted to the court.

I. The name of any administrator who has been laid off from his/her administrative employment or from the Norwich School System who was tenured at the time of such layoff, and who had at least two years administrative service in the Norwich School System at the time of such layoff shall be placed upon an administrator reappointment list for three years provided such administrator does not refuse a reappointment and provided such administrator applies in writing by registered mail for retention of his/her name on said list on or before June first of each year subsequent to his/her layoff.

J. The order of recall shall be determined by the criteria in Section D above. Any administrator on the reappointment list shall receive a written offer of reappointment at least thirty (30) calendar days prior to the date of appointment. The administrator shall accept or reject the appointment in writing within fourteen (14) calendar days. If he/she accepts the appointment, he/she shall receive a written contract at least fifteen (15) calendar days prior to the effective date of reemployment where possible.

K. No new employee shall be hired to fill an administrative position for which an employee on the reappointment list is qualified in accordance with the criteria set forth in Section D above, provided, however, that an employee on the reemployment list shall not have a right to fill a position which is in a higher pay level than that from which he/she was laid off.

L. No employee who has been laid off from employment in the Norwich School System shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he/she remains on the reappointment list. However, an employee who is reappointed from the list shall be entitled to reinstatement of any sick leave or vacation accrued at the time of layoff. No years of layoff from employment in the Norwich School System will be credited as years of service for compensation or retirement purposes. In the case of non-tenure administrators, service which is interrupted by more than one-half year of layoff shall not be considered for compensation or retirement purposes.

M. If, as a result of a reduction in force, an administrator is placed in a lower paying administrative classification or teaching position, the administrator shall retain his/her former rate of pay for one year, prorated based on the number of work days associated with the new position.

N. Salary and group placement of any newly created administrative position shall be negotiated by representatives of the Association and the Board.

ARTICLE 10 **VACANCIES**

A. "Vacancy" shall be defined as an opening resulting from death, retirement, resignation or dismissal.

B. A vacancy shall be posted as far in advance of the date of filling it as possible and in no event less than seven (7) calendar days in advance except in emergencies. Vacancies arising after the close of school in June will be posted on the website and e-mailed to the President of the Association. In addition, the vacancy notice will be e-mailed to all administrators who, prior to the close of school in June, have requested notice of vacancies for that particular type of position or particular school.

C. An administrator desiring to apply for a vacancy shall file online with the person listed in the notice.

D. Such vacant positions shall be filled on the basis of qualifications for the vacant position.

ARTICLE 11 **TRANSFERS**

A. Notice of transfer shall be given to an administrator, in writing, normally by June 30 and not later than August 1 except in emergencies.

B. If the administrator is assigned to a position involuntarily, the administrator shall receive in writing his/her assignment from the Superintendent or his/her designee.

If the administrator objects to the transfer, a meeting shall be held with the administrator, the Superintendent and an Association representative to discuss the reasons for transfer.

C. Except in emergencies, transfers shall be effective at the start of the administrator's school year.

D. If the administrator is involuntarily transferred to a lower paying classification, the administrator shall retain his/her former rate of pay for one year, prorated

based on the number of work days associated with the new position. The administrator will work the number of days designated for the new position.

E. If, after an involuntary transfer, the position to which the administrator was transferred is eliminated, the administrator shall retain his/her classification seniority in the original classification for the life of the contract.

F. An administrator may notify the Superintendent of his/her willingness to discuss transfer by March 1st.

ARTICLE 12

SICK LEAVE

A. Administrators shall be entitled to sick leave with full pay up to fifteen (15) working days in each year, so long as the administrator remains continuously in the service of the Board, which may accumulate to a maximum of one hundred sixty (160) days. Each administrator shall be notified of the number of accrued sick days credited to him/her at the time of each pay period on his/her pay voucher.

B. The Board of Education may grant an extension beyond accumulated sick leave, either paid, partially paid or unpaid, in its discretion. The Board shall consider the nature of the illness, the circumstances involved, and the service record of the administrator concerned. Requests for such extension shall be presented to the Board in writing.

ARTICLE 13

PERSONAL LEAVE

A. Each administrator shall be entitled to up to five (5) personal leave days each year, with full pay, in addition to and not deductible from sick leave. This leave is for such purposes as observing holy days, attending to illness or death in the family, going to a family member's graduation or wedding, or other personal business which cannot be done outside of the regular work day. Personal leave is not for recreational purposes.

Application for leave shall be made to the office of the Superintendent at least one week in advance, except in the case of an unanticipated event (such as a death in the family) or emergency.

Additional personal days may be deducted from allowable sick leave at the discretion of the Superintendent.

B. For leaves of absence other than those covered by any portion of this Agreement, the rate of deduction shall, for each day, be one day's pay determined by dividing the administrator's salary by the number of work days for the position.

ARTICLE 14
EARLY RETIREMENT

A. If any administrator is considering early retirement, the Association shall have the opportunity to discuss with the Superintendent the possibility of an early retirement incentive. Any agreement reached by the Association and the Superintendent shall be subject to Board approval. The granting of an early retirement incentive in any one case shall not bind the parties to agree on any other case and shall not constitute a precedent for any other case.

ARTICLE 15
LEAVES OF ABSENCE

A. **CHILD-BEARING AND CHILD-REARING LEAVE**

1. Administrators who become pregnant shall be placed on short term leave status for child-bearing purposes under this paragraph unless they elect a long-term leave under the provisions of paragraph (B). Any administrator who becomes pregnant shall so notify the Superintendent or his/her designee at least four months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month. Leave shall begin when in the opinion of her doctor the administrator is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is physically able to return to work. Except in the case of unusual medical difficulties of the administrator, leave is not expected to continue for more than six weeks after delivery. The administrator shall be assigned to her former position upon return. Such leave shall be with pay, as for any other short-term disability, to the extent of accumulated sick leave. Administrators not electing a long-term leave under paragraph (B) may also elect unpaid leave of four weeks following disability leave. Notification shall be given at least thirty (30) days prior to commencement of the leave, and such leave shall not extend beyond the end of the school year.

2. Any administrator who has acquired tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request shall be granted a long-term unpaid leave for child-rearing purposes. Such leave shall begin after the period of disability, birth of child by spouse or at the date of placement for adoption, and shall end either one-half or one full school year later. The request for such leave must be made at least thirty (30) days prior to its commencement, and must specify whether the request is for leave of one-half or one full year. The administrator shall be notified in writing of the decision of the Board within ten (10) days after the Board meeting. Upon return, an administrator shall be assigned to his or her former position or an equivalent position in the discretion of the administration. Leave under this paragraph may be granted to non-tenure administrators in unusual circumstances at the discretion of the Superintendent.

3. Administrators who wish to take a leave of absence for longer than the period of their disability must request long-term leave under paragraph B, with such leave to

begin not later than the anticipated date of confinement. Except in unusual circumstances, such as short-term disability leave under paragraph A which ends after June 1, the Board will not grant leave without pay under Paragraph B if the Administrator has already taken leave with pay under Paragraph A.

B. ASSOCIATION LEAVE

1. If negotiation meetings between the Board and the Association are scheduled during the normal working hours of a school day, not more than three (3) representatives of the Association shall be relieved of all regular duties without loss of pay, as necessary, in order to permit attendance at such meetings. It is further agreed that all such meetings shall be scheduled so far as possible outside the school working day.

2. The president of the Norwich School Administrators' Association will be allowed leave with pay for not more than six (6) days per contract year to perform duties of the office. To the extent that these duties involve communication with other members of the Association, it is agreed that such communications shall not take place when any participant has assigned duties to perform.

C. MILITARY LEAVE

1. Military leave shall be granted to an employee who is called to service with the armed forces of the United States, in accordance with applicable State and federal law.

2. Upon the administrator's return to the system, the Board shall pay to the State Teachers Retirement System the full amount of assessments and interest due to provide full retirement credit to the administrator for the period of military service, not to exceed two (2) years in accordance with Section 10-169.

D. GENERAL LEAVE

1. An administrator may be allowed leave, without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year, when arranged with the approval of the Superintendent.

2. Leave may also be granted at the discretion of the Board for administrators whose presence in a program necessitates absence in advance of the close of the school year. The provisions of this sub-paragraph 2 shall not exceed three (3) days.

3. Other extended leaves, with or without salary, may be granted at the discretion of the Board.

ARTICLE 16

SCHOOL YEAR

A. It is recognized that the Board retains the right to make the final decision regarding school year calendars after consultation with appropriate parties. Consultation with the Association shall take place prior to May 31 of each year.

B. The arrival and departure time of all administrators shall be consistent with their professional responsibilities and with the assignments given by the administration.

C. For administrators who work in excess of two hundred (200) days, the work schedule shall be established by the Superintendent after consultation with the Association or affected members.

D. Each administrator shall submit to the Superintendent of Schools for his/her approval a proposed work year schedule detailing the dates on which the administrator proposes to fulfill his/her work year obligations. The Superintendent may approve the proposed schedule or direct the administrator to amend the schedule. In the event that an administrator's school or work location is closed, the administrator may report to work, take a personal day or adjust his/her schedule with the approval of the Superintendent, to make up the day later in the contract year. In the event of a district wide closure in which central office is closed, the administrator is not required to report to work.

ARTICLE 17

ACADEMIC FREEDOM

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

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

ARTICLE 18

PROFESSIONAL IMPROVEMENT

Course work may be taken by an administrator to be paid for by the Board for one hundred (100) percent of the tuition, not to exceed one hundred fifty dollars (\$150.00) per credit hour, not to exceed two (2) courses per year, subject to the following:

1. An administrator shall be reimbursed for courses successfully completed pursuant to a planned program approved in advance by the Superintendent of Schools, whose approval will not be withheld in an arbitrary or capricious manner, at an approved institution. Individual course changes within a previously approved planned

program made by or with the approval of the institution shall not result in denial of tuition reimbursement. Reimbursement for courses not pursuant to a planned program but applicable to the educational goals of the administrator is subject to the approval of the Superintendent prior to the taking of such courses.

2. To qualify for tuition reimbursement, the administrator must be certified and employed by the Board of Education on a full-time basis.

3. Reimbursement shall be made by the second pay period after the submission of evidence of successful completion of course work.

4. Graduate courses begun after the effective date of this Agreement will be reimbursed in accordance with this Article.

ARTICLE 19

STAFF SALARIES

A. Salary increases. Thereafter, all eligible administrators will advance within their salary ranges as provided in Appendix A, and all administrators shall receive salary increases as follows:

July 1, 2022 – 2.00%

July 1, 2023 – 2.00%

July 1, 2024 – 2.00%

The salary schedules for administrators as set forth in Appendix A, which is attached hereto and made a part of this Agreement, shall reflect the increases set forth above.

B. The annual salary based upon one twenty-sixth (1/26) of the total contracted salary will be paid every two (2) weeks, paid on the standard biweekly schedule for all employees of the school district.

C. All salaries shall be paid by direct deposit. Direct deposit vouchers shall be sent to each employee by e-mail.

D. The Board will match an administrator's contribution to a Tax Sheltered Annuity chosen by the administrator in the following amounts:

2022-2023 contract year: up to \$750

2023-2024 contract year: up to \$750

2024-2025 contract year: up to \$750

ARTICLE 20
INSURANCE BENEFITS

A. Medical Benefits.

1. Plans. The Board shall provide medical coverage under a High Deductible Health Care Plan ("HDHP Plan"). General summaries of benefits and cost shares for the plan are attached as Appendix D.

The administrator of the plan(s) shall be selected at the option of the Board.

2. Premium Cost Sharing.

- (a) An administrator enrolled in the HDHP Plan shall pay the following portion of the premium or premium equivalent for the individual and his/her eligible dependents by payroll deduction.

2022-23:	22.5%
2023-24:	23%
2024-25:	23.5%

3. HSA Contributions. The Board will contribute fifty (50%) of the applicable HDHP deductible amount into a health savings account ("HSA").
4. Half of the Board's contribution toward the HDHP deductible will be deposited into the HSA accounts on the first payroll in July and the second half will be deposited into the HSA accounts in the first payroll in January, for active employees only. The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.
5. Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any actively employed employee who is precluded from participating in an HSA because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HDHP. HRA access or reimbursement shall not be available to retirees or other individuals upon their separation from employment. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

B. Dental Plan. The Board shall provide for each administrator a dental plan comparable to the Anthem "Co-Pay Plan for Dental Care" with Riders "A" and "B" as currently described in the Anthem summary of benefits. The administrator shall pay the same premium cost share for individual coverage as set forth above for medical benefits. Family coverage is to be at the option of the administrator and is to be paid for by the administrator.

C. Premiums paid by the Board for ineligible individuals will be the responsibility of the employee and be reimbursable to the Board. Ineligible individuals are defined as children who are over-age and ex-spouses and other family members whose premiums are paid by the City, as well as any others outside the scope of eligibility as defined by the insurance plan. "Eligible dependents" shall include the employee's spouse, and dependent children to such age as required by law. The definition of "dependent" and "full time student" shall be in accordance with the carrier's rules.

D. Life Insurance. The Board shall also provide for each administrator group term life insurance coverage in the amount of two times the administrator's salary, with accidental death and dismemberment benefits.

E. Insurance for Part-time Administrators. Any administrator who is hired for or voluntarily accepts a less than full-time position shall be eligible to participate in the insurance programs outlined herein. The Board shall pay the cost of such coverage in the same proportion that the administrator's load bears to a full-time load. The administrator shall be responsible for the remaining portion of premiums. For example, if an administrator occupies a three-fifths position, the Board shall pay sixty (60) percent of the insurance coverage cost which it pays for a full-time administrator and the administrator shall pay the balance, by payroll deduction.

F. The Board may change carriers for any of the above insurance provided that coverage, benefits and administration are substantially equivalent to those currently offered. At least sixty (60) days prior to changing carriers, the Board or its designee shall notify the President of the Association in writing. Upon request, the parties shall meet to discuss the proposed change.

Should the Association and the Board disagree that the changes proposed will provide substantially equivalent coverage, benefits and administration at no additional premium cost to staff members, the disagreement(s) shall be subject to impartial arbitration as set forth in Article 6 of this Agreement, preferably before an arbitrator with experience and expertise in insurance matters. Either party may request that such arbitration be expedited under the Rules of the American Arbitration Association for expedited arbitration.

G. Whenever an administrator is absent from school as a result of a personal injury caused by an accident arising out of and in the course of his/her employment with the Board, and such absence is deemed compensable under the Workers' Compensation Act, he/she shall be paid his/her full net salary (gross salary less deductions for state and federal income taxes and FICA/Medicare) (less the amount of any weekly Workers' Compensation benefits due to said injury) for the period of one hundred twenty (120) school days, and with

such absence shall be charged twenty-five percent (25%) of the total days of the absence to his/her annual and/or accumulated sick leave.

H. The Board shall continue the Section 125 premium conversion plan through which administrators will pay their portion of medical insurance premiums, to the extent permitted by law.

I. The Board may, at its option, offer an alternative insurance plan(s) to administrators after review of such proposed plan(s) by a committee of the Board and the League. The plan design, co-payment amounts, cost sharing and other provisions of these alternative plans need not conform to the provisions of this Article. Participation in an alternative plan shall be voluntary.

J. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to commence negotiations in accordance with the Teacher Negotiations Act, to determine insurance provisions for the contract year in which the excise tax goes into effect. During such negotiations, the parties will reopen this Article (including the related appendices of the contract) for the purpose of addressing the impact of the excise tax and negotiating insurance benefits. No other provision of the contract shall be reopened during such negotiations.

ARTICLE 21

HEALTH EXAMINATIONS

Since good health is a major factor in optimum performance by an administrator, the Board and the Association agree that a physical or other medical examination may be called for by the Superintendent, whenever, in his/her judgment, such establishment of the medical facts is necessary. Such examination shall be paid for by the Board, provided that prior to the examination the administrator's choice of physician is approved by the Superintendent. If a grievance is sought, it shall be initiated at Level Three.

ARTICLE 22

PAYROLL DEDUCTIONS

A. In addition to payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorized forms.

B. A list of approved deductions is as follows:

Aflac

Life Insurance

Tax Sheltered Annuity Plans

Family Health Insurance

Credit Union

Norwich School Administrators Association or any organization as mutually agreed.

State of Connecticut 457 Plan

C. The number of tax sheltered annuity plans eligible for payroll deductions shall be limited to five.

D. Dues Deductions:

1. The Board agrees to deduct from the salaries of its employees dues for the Association as said administrators individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association.

2. The Association will certify to the Board in writing the current amount of the Association's membership dues. The Association will give the Board thirty (30) days written notice prior to the effective date of any change.

3. Deductions referred to in Paragraph 1 above will be made in equal installments on the second payday of each month. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

4. Any administrator desiring to have the Board discontinue deductions he/she has previously authorized must so notify the Board and the Association in writing by September 15 of the school year during which such discontinuance is to be effective.

5. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reasons of action taken by the Board for the purpose of complying with any of the provisions of this paragraph C.

ARTICLE 23 **AMENDMENT**

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

ARTICLE 24
SEVERABILITY

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

ARTICLE 25
FINGERPRINTING AND RECORDS CHECKS

The Board may require any administrator(s) to submit to state and national criminal history record checks, or other such records or background checks as may be required by law. As part of this records check, the Board shall arrange for the fingerprinting of such administrator(s). The Board shall pay any fee associated with the procurement of the criminal history records check, for any administrator employed prior to July 1, 1995.

ARTICLE 26
SUBSTANCE ABUSE

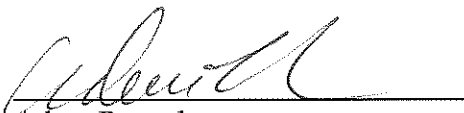
In order to investigate and detect the use of illegal drugs and the abuse of otherwise legal drugs or alcohol by employees in the bargaining unit, the procedures set forth in Appendix C shall be followed.

ARTICLE 27
DURATION

The provisions of this Agreement shall be effective as of July 1, 2022, and shall continue and remain in full force and effect to June 30, 2025.

NORWICH SCHOOL
ADMINISTRATORS ASSOCIATION

By


Adam Rosenberg
President

1/11/22
Date

NORWICH BOARD OF EDUCATION

By


Robert Aldi
Chairperson

1/11/2022
Date

APPENDIX A

A-1. SALARIES AND WORK YEARS – 2022-2023

	Work Year	Minimum	Mid-Range	Maximum
		Years 1-2	Years 3-5	Year 6+
Middle School Principal	220 days	136,620	144,591	152,561
Elementary Principal; Early Childhood Coordinator	220 days	127,641	136,749	145,857
Elementary Principal (hired prior to 7/1/98)	220 days	n/a	n/a	149,650
Middle School Assistant Principal	210 days	119,936	126,597	133,261
Elementary Assistant Principal	210 days	119,936	126,597	133,261
Supervisor of Special Education	210 days	119,936	126,597	133,261
Director of Language and Translation Services	210 days	119,936	126,597	133,261
Adult Education Director	205 days	n/a	n/a	119,005

	Work Year	Salary
Director of Academics	12 months	155,040
Director of Equity	12 months	155,040
Director of Multilingual Learning	12 months	155,040
Assistant Director of Student Services	12 months	155,040

A-2. SALARIES AND WORK YEARS – 2023-2024

	Work Year	Minimum	Mid-Range	Maximum
		Years 1-2	Years 3-5	Year 6+
Middle School Principal	220 days	139,352	147,483	155,612
Elementary Principal; Early Childhood Coordinator	220 days	130,194	139,484	148,774
Elementary Principal (hired prior to 7/1/98)	220 days	n/a	n/a	152,643
Middle School Assistant Principal	210 days	122,335	129,129	135,926
Elementary Assistant Principal	210 days	122,335	129,129	135,926
Supervisor of Special Education	210 days	122,335	129,129	135,926
Director of Language and Translation Services	210 days	122,335	129,129	135,926
Adult Education Director	205 days	n/a	n/a	121,385

	Work Year	Salary
Director of Academics	12 month	158,141
Director of Equity	12 month	158,141
Director of Multilingual Learning	12 month	158,141
Assistant Director of Student Services	12 month	158,141

A-3. SALARIES AND WORK YEARS - 2024-2025

	Work Year	Minimum	Mid-Range	Maximum
		Years 1-2	Years 3-5	Year 6+
Middle School Principal	220 days	142,139	150,433	158,724
Elementary Principal; Early Childhood Coordinator	220 days	132,798	142,274	151,749
Elementary Principal (hired prior to 7/1/98)	220 days	n/a	n/a	155,696
Middle School Assistant Principal	210 days	124,782	131,712	138,645
Elementary Assistant Principal	210 days	124,782	131,712	138,645
Supervisor of Special Education	210 days	124,782	131,712	138,645
Director of Language and Translation Services	210 days	124,782	131,712	138,645
Adult Education Director	205 days	n/a	n/a	123,813

	Work Year	Salary
Director of Academics	12 month	161,304
Director of Equity	12 month	161,304
Director of Multilingual Learning	12 month	161,304
Assistant Director of Student Services	12 month	161,304

Note: For purposes of Appendix A, "hired" means appointed as an administrator.

For the purpose of calculating the per diem payments or deductions, the per diem rate shall be calculated as the administrator's salary divided by the number of applicable work days set forth above.

GENERAL PROVISIONS

For contract years 2022-2023, 2023-2024 and 2024-2025:

An administrator hired within a range, upon completion of one (1) full year of successful performance as determined by the Superintendent, may have his/her salary adjusted to a level that does not exceed the maximum salary for that position. Effective not later than the year following two (2) years of satisfactory performance, an administrator shall reach the mid-range for the position. Effective not later than the year following five (5) years of satisfactory performance, an administrator shall reach the maximum of the range.

B. STIPEND FOR DOCTORATE

Administrators holding a doctorate shall receive an annual stipend of \$2,100.

C. PLACEMENT

When hiring new Administrators, the Superintendent may within his/her discretion consider and credit prior and relevant work experience for purposes of placement in the Minimum, Mid-Range, or Maximum lane of the salary schedule.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

Re: Family and Medical Leave Act

During the negotiations which led to the 1995-1998 Agreement, the Board withdrew its proposals concerning the Family and Medical Leave Act based on the parties' mutual understanding as follows:

The 1993 federal Family and Medical Leave Act does not require paid family or medical leave. Leave may consist of paid leave, but whether leave is paid or not is in the Board's discretion. Under certain circumstances as provided in federal regulations, an employee may substitute available accrued paid leave for any part of the twelve-week leave period. Once any paid leave is used up, the remainder of the twelve weeks of leave may be unpaid.

The federal regulations also permit the Board to require that available accrued paid leave or unpaid leaves of absence be substituted for leave under the Act.

APPENDIX C

SUBSTANCE ABUSE TESTING

In order to investigate and detect the use of illegal drugs and the abuse of otherwise legal drugs or alcohol by employees in the bargaining unit, the following procedures will become effective.

A. SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in employees will be performed upon reasonable suspicion that the employee is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol.

The Superintendent or his/her designee shall be responsible for the scheduling and administration of screening tests.

An employee may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of the Superintendent or his/her designee and, based upon the reliability and weight of such information, the Superintendent or his/her designee can reasonably infer or suspect that the employee is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive. The written confirmation shall include a statement of the facts and observations constituting reasonable suspicion.

The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this Appendix will result in the employee's immediate suspension without pay and may result in subsequent disciplinary action which may include dismissal from employment. If the employee is suspended, the suspension shall be for a definite duration. If the Superintendent is recommending termination, the recommendation shall be made promptly following the refusal to submit to testing.

B. TESTING PROCEDURES

During the testing process, the employee shall cooperate with requests for information concerning the use of medications, and with other requirements of the testing process, such as acknowledgment of giving of a urine sample or of taking a breathalyzer test.

Any alteration, switching, substituting or tampering with a sample or test given under this Appendix by any employee shall be grounds for disciplinary action.

I. ALCOHOL TESTING

1. The employee shall submit to a breathalyzer test to be administered by an agent designated by the Superintendent. Breathalyzer tests shall only be administered by individuals who have been trained to operate electronic breath testing devices and who are proficient in breath testing procedures.
2. The employee being tested may consult with and be accompanied by a representative of the Association. The Association representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Association representative is unable to be present.
3. If the breathalyzer tests positive for the presence of alcohol, a second breathalyzer test shall be administered within fifteen (15) minutes of administering the first test.
4. The employee will be notified of the results of all breathalyzer tests at the earliest appropriate time (to be determined by particular facts and circumstances). If the test results are available immediately upon completion of such test, the employee and the Superintendent or designee will be notified at that time.
5. Those test results which do not indicate the presence of alcohol will be sealed and there will be no indication of testing in the employee's personnel file.

II. DRUG TESTING

1. The employee shall provide a urine sample for purposes of testing for the following drugs or controlled substances: marijuana; cocaine; opiates (including morphine and codeine); phencyclidine (pcp); and amphetamines (including amphetamine and methamphetamine). Tests for other drugs shall not be performed at the direction of the employer and shall not be used as the basis for action against the employee.
2. The employee being tested may consult with and be accompanied by a representative of the Association. The Association representative may confer with and advise the employee before and after the testing process, but shall

not participate in the process in any way, except as an observer. The testing process will not be delayed because the Association representative is unable to be present.

3. No employer representative, agent or designee shall directly observe an employee in the process of producing the urine specimen.
4. Three separate containers, supplied by the laboratory conducting the testing, shall be prepared for the employee being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the employee's name and signature. Three (3) specimens will be taken at the time of collection and shall be sealed in the presence of the employee being tested.
5. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee. Urine specimens shall be collected at the laboratory at which the sample is to be tested. If this is not possible, then an Association representative shall be permitted to accompany the specimen from the site where it is collected to the laboratory where it is to be tested, provided that the Union representative is available and that this will not delay the delivery of the specimen.
6. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon an initial screening with a negative result for all of the drugs or controlled substances listed in item 1 above. If the initial screening is negative, the remaining urine samples will be destroyed.
7. Drug testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services. The laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
8. A positive EMIT test shall be confirmed using a Gas Chromatography-Mass Spectrometry test. No disciplinary or other adverse personnel action will result unless the initial EMIT test is confirmed using the Gas Chromatography-Mass Spectrometry test, resulting in a positive report. Those test results which are not confirmed or which do not indicate the presence of a drug will be sealed and there will be no indication of testing in the employee's personnel file.
9. Employees will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). The employer shall notify an employee of the results of all screening tests within five (5) business days of the completion of the test, providing timely notice has been received by the employer.

10. An employee whose drug test results in a positive report may, within three (3) business days of receiving notification of such result, request in writing to the Superintendent that the third sample be made available for testing at a licensed or certified independent laboratory of the employee's choosing. The Superintendent or his/her designee, or the first laboratory, will deliver the sample to such laboratory to assure the chain of custody. The cost of testing this third sample will be borne by the employee. The result of this testing shall be reported directly to the employer by the laboratory.
11. Any confirmed test resulting in a positive report will be referred to the Superintendent for a complete investigation. Such investigation shall include an opportunity for the employee to be heard with respect to the results of the test, and a reasonable time for the employee to have the third sample tested independently. The employee shall be entitled to Union representation at the hearing which is part of this investigation. Upon completion of such investigation, if it is found that an employee has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. The employee shall also be given a copy of the laboratory test results. Upon service, the employee against whom such report has been made may be immediately suspended from duty without pay and shall be subject to disciplinary action which may include discharge. If the Superintendent is suspending the administrator, the suspension shall be for a definite duration. If the Superintendent is recommending termination, such recommendation shall be included as part of the report on the investigation.

C. ADMINISTRATIVE PROVISIONS

1. Disputes concerning the interpretation or application of this Appendix shall be subject to the contractual grievance procedure, commencing at the Board level.
2. Any employee required to be tested for drugs and/or alcohol in accordance with this Appendix shall be compensated for the time spent in undergoing such testing.
3. The results of any drug and/or alcohol test conducted in accordance with this Appendix shall be treated as confidential and shall be disclosed only to the extent permitted by law. If the Board receives a request for test results, the Board shall follow the procedure set forth in Conn. Gen. Stat. § 1-20a(b).
4. The Board shall make available to employees an employee assistance program. Requests from employees for such assistance shall remain confidential.
5. If any clause or provision of this Appendix or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Appendix shall remain in full force and effect.

APPENDIX D
MEDICAL PLAN DESIGNS
HIGH DEDUCTIBLE HEALTH PLAN

	IN-NETWORK	OUT-OF-NETWORK
<u>FINANCIALS:</u>		
Deductible	\$2,500/\$5,000	
Co-insurance	100%	80/20%
Maximum Out of Pocket	\$3,750/\$6,850	\$5,000/\$10,000
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
Gatekeeper Network	No	No
<u>PREVENTIVE CARE:</u>		
Well child care (to sched.)	No charge	Ded. & Coins.
Periodic, routine health examination (to sched.)	No charge	Ded. & Coins.
Routine eye exams	No charge	Ded. & Coins.
Routine OB/GYN visits	No charge	Ded. & Coins.
Mammography (to sched.)	No charge	Ded. & Coins.
Hearing Screening	No charge	Ded. & Coins.
<u>MEDICAL CARE:</u>		
Office Visits (Primary)	Subject to Deductible	Ded. & Coins.
Office Visits (Specialist)	Subject to Deductible	Ded. & Coins.
Outpatient Mental Health & Substance Abuse	Subject to Deductible	Ded. & Coins.
Diagnostic lab and x-ray	Subject to Deductible	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)	Subject to Deductible	Ded. & Coins.
Allergy Services - Office Visit and Testing	Subject to Deductible	Ded. & Coins.
Allergy Services - Injections (80 within 3 yrs.)	Subject to Deductible	Ded. & Coins.
<u>HOSPITAL CARE</u>		
Inpatient Hospitalization	Subject to Deductible	Ded. & Coins.
Skilled Nursing Facility (120 days per year)	Subject to Deductible	Ded. & Coins.
Rehabilitative Services (60 days per year)	Subject to Deductible	Ded. & Coins.
Outpatient Surgery	Subject to Deductible	Ded. & Coins.
<u>EMERGENCY/URGENT CARE</u>		
Emergency Room	Subject to Deductible	Same as In-Network
Urgent Care	Subject to Deductible	Ded. & Coins
Ambulance	Subject to Deductible	Ded. & Coins
<u>OTHER SERVICES</u>		
Physical, Occupational, Speech & Chiro Copay	Subject to Deductible	Ded. & Coins
Physical, Occupational, Speech & Chiro Limit	Subject to Deductible	Ded. & Coins
Durable Medical Equipment (Unlimited)	Subject to Deductible	Ded. & Coins
Home Health Care	Subject to Deductible	Ded. & Coins
<u>PRESCRIPTION DRUGS:</u>		
Retail	Subj. to Ded. Then \$10/25/40	Ded. & Coins
Mail Order	\$10/50/80	Ded. & Coins
Annual Maximum	Unlimited	

This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.

- Move HDHP plan from PS2 Prescription Plan to MP4 Prescription Plan