

# RETA

Region Eighteen Teachers'  
Association Contract  
2022-2025

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## **ARTICLE I**

### **Recognition**

The Regional School District # 18 Board of Education ("hereinafter the "Board") hereby recognizes the Region Eighteen Teachers' Association (hereinafter the "Association") as the exclusive representative, as defined in Section 10-153b through 10-153f of the Connecticut General Statutes as amended for the entire group of certificated professional employees of the Board with the exception of administrative staff and temporary substitute teachers.

The Board agrees that it will not negotiate with any organization of teachers other than the Association as long as said Association retains organizational recognition status.

The term "teacher" or member of the unit, as used in this Agreement, except where otherwise indicated, is considered to apply to all certified professional employees with the exception of administrative staff and temporary substitute teachers.

It is recognized that the Board has, and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Regional District No. 18, in all its aspects including, but not limited to, the following: to maintain public and secondary schools and other such educational activities as in its judgment will best serve the interests of the Regional District No. 18; to give the children of Lyme and Old Lyme as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certificated personnel; to suspend or dismiss the teachers of the school; to designate the schools which shall be attended by the various children within the District; to make such provisions as will enable each child of school age residing in the District to attend school for the period required by law and to provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets and at its sole discretion, expend monies appropriated by the towns for the maintenance of the schools and to make such transfer 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 in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration of this agreement.

In consideration of the recognition granted herein, the Association agrees to represent all employees included in the unit defined above without regard to membership or participation in, or association with the activities of the Association, to the extent required by law.

## **ARTICLE II**

### **Professional Negotiation**

#### **A. Negotiation Over Successor Agreement**

1. The Board and the Association agree to negotiate in good faith, in accordance with procedures set forth in Section 10-153a through 10-153j of the Connecticut General Statutes as amended, to secure a successor agreement. The agreement as negotiated shall bind and inure to the benefit of the Board and the Association.
2. During negotiation, the Board and the Association shall exchange relevant data, points of view and proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

#### **B. Negotiation in Case of War or National Emergency**

1. In case of war or national emergency, this contract is subject to negotiation upon notice of either party. Such request must be in writing and negotiations shall begin within thirty days following such request.

## **ARTICLE III**

### **Salaries**

1. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part of this Agreement.
2. All persons covered by this Agreement shall be paid via direct deposit and receive a voucher for the direct deposit via email. Accordingly, all remuneration owed to employees shall be paid via direct deposit. All persons covered by this Agreement shall complete the necessary documentation required for direct deposit.
3. An additional teaching section may be assigned, on a voluntary basis, to a teacher at the discretion of the Superintendent or his/her designee. Additional teaching section assignments will occur in lieu of a planning period and will not prevent said teacher from performing duties as assigned by the Superintendent or his/her designee. In the event that a teacher is assigned an additional section (in accordance with the language set forth herein) the teacher will receive an additional one-eighth (1/8) of his/her base salary for the period of time he/she teaches such additional section (for a full year course, the teacher will receive the additional one-eighth (1/8) for the school year; for a half-year course, the teacher will receive the additional one-eighth (1/8) for one-half of the school year).

## **ARTICLE IV Dues Deduction**

### **1. Deductions**

The Board agrees to deduct from each teacher who has voluntarily signed a membership form with the Association an amount equal to the Association membership dues by means of payroll deductions. The amount of the membership dues deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from, and including, the first paycheck in September through the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to July 15<sup>th</sup> with the exception of new hires.

### **2. Subsequent Employment**

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

### **3. Forwarding of Monies**

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

### **4. Lists**

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

### **5. Reference to Association**

The singular reference to the "Association" herein shall be interpreted as referring to the Regional District No. 18 Education/Teacher's Association, the Connecticut Education Association and the National Educational Association.

### **6. Hold Harmless**

The Association agrees to indemnify and to save the Board of Education harmless against any and all claims, demands, cost (including attorney's fees), suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with this article.

## **ARTICLE V**

### **Teacher Welfare Provision**

#### **A. Salary Schedule**

1. Teacher's Salary Schedule - effective July 1<sup>st</sup> to June 30<sup>th</sup> of current year.
  - a. See Appendix A
  - b. Definitions

The terms used in the above Schedule shall be interpreted and applied in accordance with the following definitions:

**Bachelor** -- a baccalaureate degree earned at an accredited college or university.

**Masters** -- a master's degree earned at an accredited college or university.

**Sixth Year** -- a second master's degree in a discipline other than the discipline in which the initial master's degree was attained, or the completion of thirty (30) credits prior to the master's or subsequent to the master's in a planned program of study. (The master's degree plus thirty (30) credits in total are required.) Effective with courses started after August 31, 2006, any course(s) credited toward the attainment of the sixth year salary level must be taken at the graduate school level.

Subject to the prior approval of the courses by the Superintendent, any teacher who has received his/her master's degree may then be eligible for sixth-year status if he/she completes thirty (30) additional credit hours in his/her area of teaching assignment. These courses do not have to be part of a planned program but must be taken at an accredited college or university, unless a specific alternative is approved by the Superintendent.

**Doctorate** -- a doctor's degree earned at an accredited college or university.

- c. Placement

All members of the unit shall be placed on the appropriate step in the salary schedule, taking into consideration the following:

- (1) Degree status as defined in section (b) above.
- (2) The Superintendent may place new hires in the salary schedule with up to full credit for relevant teaching experience.
- (3) The Superintendent may give credit for up to two (2) years of satisfactory service in the Peace Corps. That service may have

been rendered prior to or subsequent to his/her initial teaching contract.

- (4) The Superintendent may give credit for up to two (2) years of honorable service on active duty, as defined by the Code of Federal Regulations, in the Armed Forces of the United States.

This service may have been rendered prior to or subsequent to his/her initial teaching contract.

- (5) The Superintendent may give credit for up to five (5) years of service in a related field.

The maximum allowance for service in the Peace Corps or the Armed Forces of the United States, or any combination thereof, would be two (2) years credit.

2. Extra-Curricular Salary Schedule -- See Appendix "B."

3. Advancement to a higher salary level will be effective only at the beginning of a school year. Therefore, written proof of all credits which entitle a teacher to advancement must be submitted to the Superintendent before September 1<sup>st</sup>.

To be eligible for advancement to a higher salary level, teachers must notify the Superintendent in writing by December 1<sup>st</sup> that they anticipate a change in degree status.

## **B. Health Insurance**

The Board shall provide, after consultation with the unit, such medical, hospital, life and major medical protection as defined in Appendix "C" attached to this Agreement.

## **C. Protection of Teachers**

Teachers shall report immediately in writing to their Principal and to the central office all cases of assault suffered by them in connection with their employment.

## **D. Accidental Sickness Benefits**

When a teacher is absent from school as a result of a personal injury (other than an assault, which shall be governed in accordance with Connecticut General Statutes Section 10-236a(b)) caused by an accident arising out of or in the course of their employment with the Board, they may elect to be paid a differential between their full salary and the amount of any workers' compensation temporary total or temporary partial disability benefits they receive due to said injury by use of their available sick leave for such differential, less any state and federal withholdings for the use of the sick leave.

## **E. Professional Development and Educational Improvement**

1. All teachers in the Regional District Schools shall be expected to grow professionally over the entire period of their service in our community. Subject to the approval of the Superintendent, the Board shall pay tuition for each teacher for up to three thousand dollars (\$3,000.00) per contract year for courses in their teaching assignment at accredited colleges, universities or professional training schools.
2. Teachers who are required to take a certain number of courses by a degree-granting institution before acceptance into an approved, planned program, when these courses will become part of the eventual approved, planned program, shall receive up to three thousand dollars (\$3,000.00) per year course reimbursement as long as the teacher:

(a) can verify the above from the institution's catalog or designated advisor; and

(b) the teacher receives a grade of B or higher.

The three thousand dollars (\$3,000.00) annual maximum reimbursement amount shall include all tuition reimbursement under both sections 1 and 2.

3. In order to qualify for this reimbursement, the concentration of courses must be in their teaching assignment and approved in advance by the Superintendent.
4. Upon acceptance of such tuition aid, the bargaining unit member agrees to stay in the service of the Board for two (2) years or repay the Board the amount of tuition paid. In the event that the bargaining unit member leaves the Board's employment within two (2) years of receiving tuition aid, the bargaining unit member shall reimburse the Board for the tuition paid by the Board.

Repayment can be waived by the Board under certain circumstances. The Board shall also pay for all required textbooks; the latter to become the property of the Board and form a professional library.

## **F. Sick Leave**

1. All certified professional employees shall be granted annually fifteen (15) days of sick leave with pay. Unused sick leave shall be accumulated from year to year up to one hundred eighty-five (185) days, so long as the teacher remains continuously in the service of the Board. A teacher on Board approved leave of absence will not lose accumulated sick leave days.

2. For absence for sickness beyond granted leave, employees in all cases who receive sick pay continuation as provided below shall receive their salary reduced by the prevailing substitute rate of pay.
3. On an annual basis, the Board will provide a bank of sick leave days at the beginning of the school year in an amount equal to one (1) day for each teacher (non-cumulative from school year to school year). Absence for sickness beyond granted leave may be charged to this bank, subject to approval of the Superintendent.
4. Disability associated with pregnancy, miscarriage, abortion, childbirth and the recovery therefrom shall be treated as any other medical disability in accordance with the federal Family and Medical Leave Act ("FMLA"). Sick leave shall be available for use concurrently with FMLA during any such period of disability.
5. Teachers may use their sick days in each contract year for an illness in the teacher's immediate family. For purposes of this subsection, immediate family shall be defined as the teacher's spouse, child or parent.
6. The Superintendent may require that absences beyond three (3) consecutive days, or any absences on sick leave which give rise to a reasonable suspicion that there may be an abuse of leave privileges, be justified by a note from the physician treating the bargaining unit member (or the bargaining unit member's family member, if applicable) as to the illness of the bargaining unit member, or, in the case of sick leave taken to care for family members, as to the illness of the family member. Failure to provide a note, as set forth above, that addresses the absence, may be the basis for discipline and/or unpaid time or other action deemed appropriate by the Superintendent.

## **G. Leave of Absence**

1. Subject to approval by the bargaining unit members immediate supervisor, up to a maximum of four (4) days per contract year, without loss of pay, will be granted for personal leave in accordance with the following:

As set forth herein, the four (4) days of personal leave may be used at the bargaining unit members discretion. The use of personal days will be granted, without reason, provided the days are not used on the first or last day of the school year, the day before or after a holiday, the day before or after a school recess or during the last two (2) weeks of school (except for either the attendance at the graduation of the bargaining unit member, his/her spouse, son or daughter or the attendance at the wedding of the bargaining unit member or his/her son or daughter).

The Superintendent may also authorize the use of personal days in extraordinary circumstances upon the written request of a bargaining unit member. The

approval or denial of a request in extraordinary circumstances shall not establish a precedent or practice concerning other requests, whether similar or dissimilar.

The Superintendent's decision to deny the use of personal days for extraordinary circumstances (as set forth above) shall not be subject to the grievance procedure.

Any bargaining unit member requesting the use of personal days shall submit the request, in writing, to their immediate supervisor at least three (3) work days in advance. The three (3) work day advance notice shall not be required in the case of an emergency.

Any timely request for use of personal days shall not be unreasonably denied, except in the case of extreme hardship to the school system. A bargaining unit member whose request for use of a personal day is denied shall be advised, in writing, of the reason(s) for the denial.

In the event that a bargaining unit member does not use all of their personal days during the previous contract year, the bargaining unit member shall be credited with one (1) additional personal day at the commencement of the then current contract year, provided, however, that at no time may a bargaining unit member have more than five (5) personal days.

2. Leaves taken pursuant to Section G.1. above shall be in addition to any sick leave to which the member of the unit is entitled.
3. In case of absence for reasons other than those stated that have been granted at the discretion of the Superintendent, there shall be a salary deduction per day at the rate of 1/187 of the contracted salary unless otherwise specifically authorized by the Board of Education.
4. Leaves of absence without pay may be granted for up to two (2) years by the Board, provided the teacher has attained tenure status in the District, for the following reasons:
  - a. Health Leave  
Peace Corps Leave  
Exchange Teaching Leave  
Election to a State or National Teachers' Association office. A sixty (60) day notice and one contract year minimum, one salary increment shall be allowed.
  - b. Childrearing Leave

Upon the recommendation of the Superintendent approved by the Board, bargaining unit members may be granted extended leaves of absence for the purpose of childrearing. Bargaining unit members requesting this

leave may take this leave for up to one (1) consecutive calendar year, or a portion thereof in which a child is born or adopted. Teachers returning from this leave will return only at the beginning of their school's quarter or semester, provided that different return dates may be allowed by mutual agreement between the teacher and the administration in appropriate circumstances. Such leave shall be without pay.

A teacher returning from leave of absence will be placed on the salary scale on the step held prior to his/her leave, except in the case where he/she has taught more than one-half ( $\frac{1}{2}$ ) of the school year, or through January 31<sup>st</sup> of the year in which the leave occurred. In that case, the teacher shall be placed on the next step on the salary schedule when returning, provided a new school year has commenced (and step movement is set forth for such contract year; if not, the teacher shall be placed in accordance with the applicable contract language for such contract year). The returning teacher may be assigned to duty where a vacancy occurs and for which such teacher is certified.

Childrearing leave (as set forth above) shall be designated as leave under the federal family and medical leave act ("FMLA"). Accordingly, the childrearing leave will run concurrently with the FMLA leave (during the period of time the teacher is eligible for leave under the FMLA) and the teacher shall be required to use any accrued sick leave and personal days during the period that is covered under the FMLA in order to receive remuneration during such period of time; the remaining period of time shall be unpaid leave.

**c. Military Leave**

Military leave shall be provided in accordance with applicable law.

Upon conclusion of a leave of absence without pay, the teacher shall be entitled to reemployment in the position he/she left or in a comparable position for which he/she is qualified and certified, subject to the R.I.F. provisions of this Agreement. To be entitled to the reemployment provisions above, said teacher will notify the Superintendent of his/her intention to return by March 1 of the year of expected return. If notification is not received by said date, the teacher loses entitlement to reemployment.

**H. Funeral Leave**

Five (5) days of funeral leave with pay shall be granted to teachers for each occurrence of a death in the teacher's immediate family. For purposes of this subsection, immediate family shall be defined as the teacher's spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild.

Such leave time shall include the memorial service and/or funeral. If additional time is needed beyond five (5) days for a single occurrence, the teacher may take the time without pay or have it charged to his/her personal leave time only with prior approval of the Superintendent.

One (1) day of funeral leave with pay shall be granted to teachers for each occurrence of a death of the teacher's aunt, uncle, niece or nephew.

If additional time is needed beyond one (1) day for a single occurrence, the teacher may take the time without pay or have it charged to his/her personal leave time only with prior approval of the Superintendent.

## **ARTICLE VI Working Conditions**

### **A. School Day**

The school calendar and the starting and dismissal times of all schools, shall be set forth by the Board and published annually by no later than May 15<sup>th</sup> of the previous school year.

The maximum time multi-school teachers are required to be on duty shall be no greater than for teachers who remain at one (1) school except in the case of an emergency, defined as an unexpected or unavoidable occurrence.

Each teacher will be present at his/her assigned classroom or, for non-classroom teachers, at his/her work location a minimum of twenty (20) minutes before the start of the student school day and for a minimum of twenty (20) minutes following the end of the student school day. The Superintendent shall have the discretion to excuse individual teachers from all or part of this requirement on a case-by-case basis in instances of extreme hardship, provided that the granting of an excuse shall not be claimed or advanced as a precedent or practice in any other case or cases.

If the Board of Education decides to: (a) lengthen the teacher's workday beyond the then current hours in effect; or (b) lengthen the school year for students beyond one hundred eighty-three (183) days, the Association has the right to bargain the impact, if any, on wages due to either decision by the Board.

The teacher work year shall be a total of one hundred eighty seven (187) workdays, one hundred eighty-three (183) of which shall be teaching (student contact) days.

### **B. After School Meetings**

Teachers may be required to remain after school for a reasonable number of meetings (posted at least one (1) week in advance of each meeting) not to exceed an aggregate duration of four (4) hours per month) for the following staff meetings:

1. Superintendent of Schools, General Staff Meetings or other meetings called by the Superintendent of Schools;
2. General Faculty Meetings called by the school principal; and
3. Subject Field Groups, Grade Leader Groups or Special Groups as authorized by the Superintendent of Schools.

Teachers will be provided with an agenda for each of the aforementioned meetings.

### **C. Lunch Period**

All teachers shall have an uninterrupted duty-free lunch period of no less than twenty-five (25) minutes during a regular work day (provided, if the student lunch period in the school that the teacher is assigned is less than twenty-five (25) minutes, the teacher's lunch period shall be the equivalent of the student lunch period).

### **D. Preparation and Planning Periods**

1. "Preparation time" shall be defined as self-directed time where teachers prepare for instruction. Examples include, but are not limited to, making copies, developing lesson plans, organizing materials, and reviewing curriculum.

On a regular school day, classroom teachers assigned to Mile Creek School, Lyme Consolidated School, or Center School shall be provided with no less than forty-five (45) minutes of preparation time per day. During this time, teachers may not be assigned to any other duties except in the case of an emergency, defined as an unexpected or unavoidable occurrence.

On a regular school day, classroom teachers assigned to Lyme-Old Lyme Middle School and Lyme-Old Lyme High School shall be provided preparation time no less than the amount of time equivalent in length to the average of one (1) class period in the daily schedule. During this time, teachers may not be assigned to any other duties except in the case of an emergency, defined as an unexpected or unavoidable occurrence.

Should a rotating schedule be utilized in any building, classroom teachers will, at a minimum, be provided with the aforementioned preparation times on alternate days within the rotating schedule.

If the amount of preparation time provided to classroom teachers is reduced by twelve and one-half percent (12.5%) or more, the parties agree to reopen this Agreement for the limited purpose of negotiating preparation time.

Part time classroom teachers will be provided preparation time pro-rated to their FTE. For example, a 0.5 FTE teacher shall receive half of the amount of preparation time of a full-time 1.0 FTE teacher.

For purposes of this Article, non-classroom teachers shall be defined as school counselors, school psychologists, library media specialists, technology integration specialists, instructional coaches, SRBI specialists, gifted and talented teachers, speech language pathologists, and those special education teachers not assigned the responsibility of managing their own traditional classroom.

As their job duties differ significantly from classroom teachers, and allow for some aspect of self-directed scheduling, a non-classroom teacher will coordinate with their supervisor their daily preparation time of forty-five (45) minutes in order to meet their job responsibilities within the confines of their contractual day.

### **Planning Time**

“Planning time” shall be defined as collaboration between colleagues as directed and scheduled by the Superintendent or his/her designee. Examples include, but are not limited to, departmental meetings, team/grade level meetings, SRBI meetings, Child Study Team meetings, Student Assistance Team meetings, school counseling meetings, peer observations, and/or ELA/Math coaching meetings.

The Board may require teachers to have planning time in lieu of performing a daily duty such as lunch, study hall, or recess duty. Accordingly, under such circumstances, planning time shall occur during the time period when the teacher’s assigned duty was scheduled to occur.

### **Preparation Time and Planning Time**

PPT, 504, and other parent meetings may be scheduled during planning or preparation times. The administration, however, will endeavor to avoid scheduling PPT, 504, and other parent meetings during planning or preparation times.

Nothing herein shall prohibit preparation time and planning time from being assigned to a teacher on the same day when a rotating schedule is in use.

2. Teachers shall not be assigned classes requiring an unreasonable number of different teaching preparations at any one time, except within the same subject (e.g. - calculus).

## **E. Non-Teaching Duties**

When a teacher assumes a position in the Regional School District, it should be understood that his duties and responsibilities are not limited to just those involved in classroom teaching. A teacher has special responsibilities within the school or school system. These include supervision of students in the cafeteria, on the playground and in the school building, membership on committees such as curriculum development, chaperoning of social activities and trips and any other deemed necessary by the administration. The administrative staff is charged with assigning these responsibilities equitably.

The Board and the Association further agree that a teacher's primary responsibility is to teach and that his energy should, to the extent possible, be utilized to this end. The Board and the Association recognize that teacher aides and part-time clerical and non-teaching employees are useful and necessary in order to implement this principle.

## **F. Teacher Assignments**

1. The teachers shall be notified in writing of their programs for each school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than June 1<sup>st</sup>.
2. All teaching assignments will be made in the best interests of the school and school district as determined by the Administration.
3. No teacher shall, at any given time, be assigned or given responsibility for two (2) or more classes simultaneously except at the teacher's request and with the approval of the principal. Except in the case of an emergency, such assignments or responsibilities shall be given only in the event of unexpected and unavoidable occurrence.
4. In an A-B block rotating schedule, the administration will make every effort to schedule a teacher for no more than three (3) teaching periods per day and no more than five (5) teaching periods per rotation. The language set forth herein shall not preclude a teacher from voluntarily agreeing to teach an additional teaching section in accordance with Article III, 3.

## **G. Teacher Transfers**

Although the Board and the Association recognize that some transfer of teachers from school to school is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimal teacher performance.

Therefore, they agree as follows:

1. A list of open positions in District schools that the Board intends to fill shall be posted in each school and delivered to the RETA President via email (at the President's District email address). Teachers wishing to receive notification of open positions during the summer shall advise the Superintendent's administrative assistant of such desire prior to the end of the school year and will receive notice via their District email address.
2. Notice of transfer shall be given to teacher as soon as practicable and under normal circumstances not later than June 1<sup>st</sup>.

## **H. Openings Not Filled by Transfer**

1. All openings that the Board intends to fill for positions paying a salary differential, special positions, specialists or special project teachers that are not filled via transfer (as set forth under Article I, Section G), shall be published in every school as far in advance as possible and ordinarily at least fifteen (15) calendar days in advance, together with a job description or statement of qualifications.
2. All teachers shall be given adequate opportunity to make application for such positions; however, all candidates for said position, including those from within the district, shall be reviewed. The candidate appointed shall be the individual whose qualifications best fit the needs of the district. Teachers wishing to receive information about open positions under this section during times other than the school year shall advise the Superintendent's administrative assistant of such desire prior to the end of the school year and will receive notice via their District email address.

## **I. Teacher Facilities**

The Board and the Association agree that at the earliest possible date, each school shall have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area/faculty lounge containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A conference room, which shall include a telephone, to be used for staff meetings, department meetings, parent conferences, administrative teacher conferences, etc.
4. Well-lighted and clean teacher restrooms.

## **J. Duty Free Time for the Association President**

The Union President of the Regional Eighteen Teachers' Association shall receive duty-free time of approximately forty (40) minutes per work week.

In the event that there is more than one (1) Union President, such duty free time shall be limited to one (1) Union President per work week.

## **K. Reduction in Professional Staff**

### **1. Reasons for Elimination of Teaching Positions**

The Regional District No. 18 Board of Education has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of the Connecticut General Statutes. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, organizational patterns or plans, severe financial conditions or other circumstances as determined by the District Board of Education. Professional staff members will be dismissed under this policy only when authorized by the Board of Education and only within the provisions of the following procedure.

### **2. Notice of Staff Reduction**

When the Regional School District No. 18 Board of Education decides a reduction in staff is necessary and the specific position(s) are known, as well as proposed time schedules, RETA will then be notified.

### **3. Definitions**

As outlined herein, the term teacher shall apply to any employee of the District Board of Education who holds a regular certificate issued by the Connecticut State Board of Education and is employed in a teaching, counseling or administrative position below the rank of Superintendent.

a. Tenure -- as defined by Connecticut General Statutes.

b. Non-Tenure -- as defined by Connecticut General Statutes.

### **4. Procedure**

a. Prior to commencing action to terminate a teacher's contract under this procedure, the Board will give every consideration to its ability to eliminate or reduce staff by:

(1) Voluntary retirement;

- (2) Voluntary resignation;
  - (3) Transfer of existing staff members; and
  - (4) Known voluntary leaves of absence.
- b. If the foregoing do not reduce the staff in sufficient numbers and the Board determines that additional reductions in staff need to be accomplished, consideration will be given to terminating para-professionals wherever possible and practicable, in light of the educational needs of the District, before the termination of any teacher.
  - c. Non-tenured teachers shall be terminated before tenured teachers. The administration shall recommend non-tenured teachers for termination based upon evaluations and the educational needs of the District.

In the event that the Board decides that it is necessary to terminate tenured teachers, it shall do so on the basis of years teaching or administrative service in education, within and without the Regional School District No. 18 unless the Board finds that the educational needs of the District would clearly be better served by the retention of a teacher with fewer years of service based upon (without intending to create an order of priority):

- (1) Areas of certification;
- (2) Degrees held;
- (3) Teaching experience;
- (4) Qualifications and ability as determined by standard evaluations or performance; and
- (5) The particular needs of the District in light of the teaching positions to be filled.

The Board agrees that it shall not act in an arbitrary and capricious fashion in making any determination under the criteria set forth in 1 - 5 above.

In the event two (2) or more tenured teachers have the same number of years' experience as educators, seniority shall be determined by years of experience within Regional District No. 18.

## 5. **Reappointment**

- a. The name of any tenured teacher who has been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for two (2) years

following the end of the contract year in which the teacher was terminated, provided such teacher does not refuse a reappointment for an equal position or request removal. For the purpose of this section 6.a., equal means the same full-time equivalent.

- b. Any tenured teacher on the reappointment list shall receive a written notice of the existence of a vacant or new position prior to consideration of any other applicant, provided that the tenured teacher is qualified for such position (as determined by the Superintendent). The teacher must respond within ten (10) days of receipt of notice or such teacher shall have waived his right to reappointment.
- c. Tenured teachers who have been terminated are to be rehired in the reverse order of layoff.
- d. A tenured teacher who has been laid off due to a reduction in staff may continue to participate in any group insurance program for the longer of the Cobra period or the duration of the current contract, provided such teacher pays the full cost for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation.
- e. In the event of recall, the teacher shall retain all rights accrued at the time of termination including placement on the salary schedule and remaining unused sick days.

**6. Reappointment of Non-Tenured Teachers**

- a. The name of any non-tenured teacher whose service has been terminated because of the elimination of a position or reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for the remainder of the contract year in which such teacher was terminated. For the purpose of this section 6. a., the end of the contract year shall be June 30<sup>th</sup>.
- b. Any non-tenured teacher on the reappointment list for the duration of his/her contract shall receive a written notice of the existence of a vacant or new position prior to consideration of any other applicant provided that the non-tenured teacher is qualified for such position (as determined by the Superintendent). The teacher must respond within ten (10) days of receipt of notice or such teacher shall have waived his/her right to reappointment.
- c. Non-tenured teachers laid off are to be rehired in the reverse order of layoff within his/her contract year.

**7. Part-time Teachers**

- a. Nothing herein shall require the Board to offer a part-time teacher (less than .50) a full-time position because of the elimination of a position or reduction in professional staff even though the part-time teacher whose contract is to be terminated is qualified and/or certified for the position.

**L. Non-Discrimination**

No teacher shall be discriminated against by the Board or the Union. An alleged violation of this provision shall not be subject to the grievance procedure.

**ARTICLE VII  
General Provisions**

**A. Subject to State Statute**

It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.

**B. Administrative Policy**

It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies and rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

**C. Teacher Evaluation**

Teacher evaluations shall be in accordance with applicable Connecticut General Statutes and regulations.

**D. Association Representative Time**

When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the teachers, they shall be given such free time, without loss of pay, as is necessary to perform any such activities, provided such free time has been approved in advance by the Superintendent or his/her designee.

The Association and its officers recognize and agree that this privilege should not be abused.

## **E. Contract Validity**

If any portion of the Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

## **F. Substitute Teachers**

Positions which will be vacant for at least one (1) semester shall, to the extent possible, be filled by personnel who have met state certification requirements. After a trial period not to exceed forty (40) working days or sooner (at the discretion of the Superintendent), the certified substitute teacher shall be given a substitute teaching contract and be paid at the appropriate rate on the salary schedule as if the teacher had been originally employed as a teacher. If a certified substitute teacher is unavailable, the vacancy shall be filled by qualified, non-certified personnel. A non-certified substitute teacher shall receive temporary substitute's pay throughout the period of his/her appointment.

In the event that the regular teacher is absent, the Board agrees to make a reasonable effort to provide a substitute other than a regular teacher. An exception to this may be made in the event a group of teachers working together wish to have no substitute.

## **G. Summer Committee Work**

Special summer curriculum study and development projects authorized by the Superintendent shall be compensated at a rate as specified on the Extra-Curricular Activities Schedule. Participation on these committees shall be on a voluntary basis.

## **H. Homebound Instruction**

Teachers assigned to provide Homebound Instruction will be compensated at a rate as specified on the Extra-Curricular Activities Schedule. There will be no additional reimbursement for travel as travel costs are included in establishing the above rate. Participation in Homebound Instruction shall be on a voluntary basis.

# **ARTICLE VIII**

## **Grievance Procedure**

### **A. Definition of a Grievance**

A grievance shall mean a complaint by a teacher that their rights under the specific language of this Agreement have been violated, or that, as to the grievant, there has been a misapplication or misinterpretation of the specific provisions of this Agreement.

## **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to professional problems qualifying as grievances. Proceedings and records shall be kept confidential and such records shall not become a part of any individual's personnel file. Where time limits are specified, these limits are maximum and every effort should be made to respond promptly. Deadlines referenced herein may be extended by written mutual agreement of the parties.

"Days" shall mean days when school is in session, except after May 1<sup>st</sup> when days shall be all days of the week so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

"Party in interest" shall mean the person or persons making the complaint, including their designated representative as provided herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

Since a grievance procedure is established to resolve difficulties in an equitable and orderly manner, it is to be understood that all professional members covered by this Agreement will continue to function in the normally expected manner at least until the grievance and its consequences have been fully determined.

## **C. Procedure**

### **Informal Meeting:**

A teacher, or a group of teachers with the same grievance (the "grievant" or "grievants"), shall discuss it informally with their immediate supervisor or principal and attempt to resolve the matter. The grievant may be accompanied by the Association representative at this meeting, if the grievant so chooses.

### **Level One:**

A grievance must be filed with the grievant's building principal within twenty (20) days of the time the grievant knew or should have known of its occurrence. In the event of illness or leave of absence, the twenty (20) day period shall commence when the grievant returns to work.

The grievance must set forth the facts, the alleged infraction, misinterpretation or violation, and the basis for dissatisfaction with the remedy being sought.

The building principal shall respond to the grievance, in writing, within ten (10) days of receipt of the grievance and provide a copy to the Association president(s).

### **Level Two:**

If the grievant is dissatisfied with the level one written decision of the principal, he the grievant may, within ten (10) days of receipt of the written decision, submit the grievance to the

Superintendent. The submission must be in writing, setting forth the basis for dissatisfaction with the level one decision and signed by the Association president(s).

Within fifteen (15) days of receipt of the grievance, the Superintendent will meet with the grievant. At such meeting, the Association representative has a right to be present. The Superintendent, within five (5) days after the level two meeting, unless the time is extended by mutual agreement of the parties, must submit a written decision to the grievant. The decision must set forth a statement of the facts, as determined by the Superintendent. A copy of the decision will be provided to the Association president(s).

### **Level Three:**

If the grievant is not satisfied with the Superintendent's decision at level two, the grievant may, within ten (10) days after receipt of the decision, with the written signature of the Association president(s), request the Board of Education or its designated committee, to review the decision. The Board or its committee shall, within ten (10) days of receipt of the grievance, meet with the grievant and the Association representative. The Board shall give a written answer to the grievant and the Association representative within ten (10) days of the meeting.

### **Level Four:**

No complaint is subject to the grievance procedure beyond level three unless a grievant is claiming a violation of rights granted under this Agreement. The Association may file for arbitration in accordance with the timelines set forth below on behalf of a grievant and the expenses of arbitration are to be borne equally by the Association and the Board of Education.

Notice of the Association's intent to file for arbitration must be given to the Superintendent of Schools within ten (10) days of the Association's receipt of the Board's answer at level three.

Within ten (10) days of the filing of the intent to arbitrate, or sooner, the Chairman of the Board of Education or a member of the Board designated by the Chairman shall meet with the Association President to select a mutually agreeable impartial arbitrator. If within ten (10) days a joint selection has not been made, then either party may apply to the American Arbitration Association to select the Arbitrator. The Arbitrator shall hear and decide only the issues submitted. The arbitrator shall be bound by the terms of this Agreement. The decision of the Arbitrator shall be binding and final as provided by law.

Arbitration hearings shall be held at a time and a place affording a fair and reasonable opportunity for all involved to attend. If it is mutually agreed by the parties to hold the hearing during school hours, then all who participate shall be excused for that purpose, without loss of pay.

Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at that level.

Failure by the Administration to render a decision within specified time limits shall be deemed to be a denial of the grievance.

Any party in interest may be represented at levels three and four of the formal grievance procedure by counsel of their own choosing, except that they may not be represented by a representative or an officer of any teacher organization other than the Association.

Since the purpose of a grievance procedure is to assure communication at all levels and to provide a means for settling disputes (thus promoting understanding and high morale), it is to be understood that no reprisals of any kind are to be taken by any parties against those who seek to use the grievance procedure or who are participants in any portion of any grievance proceeding.

This procedure shall be null and void whenever an aggrieved party files for remedial action with any Governmental body, court or board other than those participants and Board outlined in this procedure.

This clause applies to the grievance being processed to arbitration only and in no way prohibits any grievance on other matters.

If the grievance occurs as the result of an action of other than the grievants immediate supervisor or affects a group of, or class of, grievants, the grievance may be processed immediately at the level at which it occurs.

A member of the Association may, if they so desire, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage in the procedure.

## **ARTICLE IX**

### **Just Cause**

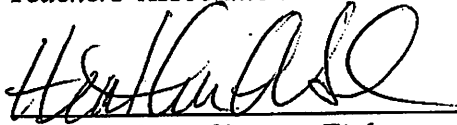
The Administration may impose disciplinary action upon teachers including verbal warnings (memorialized in writing), written warnings, increment withholding, suspension without pay and withholding of negotiated increase for teachers at maximum. In all cases involving verbal warnings (memorialized in writing), written warnings, withholding of increment or negotiated raises, or disciplinary suspensions without pay, such action will only be taken for just cause and may be challenged through the grievance/arbitration provisions of this Agreement. Any decision to withhold an increment or a negotiated pay increase will be based upon employee performance evaluation in accord with the Region 18 Teacher Evaluation Plan. Nothing in this section shall be applicable to the nonrenewal or termination of teachers, and all matters concerning such action shall be handled in accordance with Connecticut General Statutes Section 10-151.

## ARTICLE X Duration

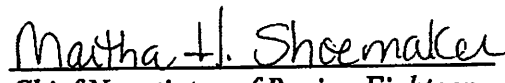
The Agreement will be for a term of three (3) years, effective as of July 1, 2022 and will remain in full force and effect until June 30, 2025.

  
Co-President of Region Eighteen  
Teachers' Association

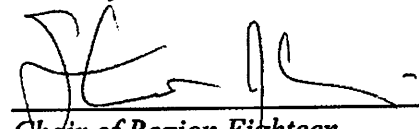
02 Dec 21  
Date

  
Co-President of Region Eighteen  
Teachers' Association

12/2/2021  
Date

  
Chief Negotiator of Region Eighteen  
Board of Education

12/1/2021  
Date

  
Chair of Region Eighteen  
Board of Education

12/1/2021  
Date

**REGIONAL SCHOOL DISTRICT EIGHTEEN**  
**Lyme-Old Lyme, Connecticut**

**APPENDIX A**  
**Salary Schedule 2022-2023**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>6TH</b>
1	\$51,020	\$55,608	\$58,360
2	\$52,082	\$56,600	\$59,614
3	\$53,890	\$58,411	\$61,424
4	\$55,697	\$60,219	\$63,232
5	\$57,506	\$62,027	\$65,041
6	\$59,313	\$63,834	\$66,847
7	\$61,121	\$65,643	\$68,658
8	\$62,933	\$67,451	\$70,466
9	\$64,738	\$69,260	\$72,274
10	\$66,549	\$71,069	\$74,085
11		\$73,781	\$79,341
12		\$79,101	\$85,509
13		\$85,637	\$90,947
14		\$93,682	\$99,624

183 Instructional Days plus 4 Non-Student Instructional Days

Effective July 1, 2022, all teachers not at the maximum step shall move up one (1) step from their 2021-2022 step.

A teacher with a doctorate in his/her specific area of teaching assignment, as determined by the Superintendent, shall receive an honorarium of one thousand dollars (\$1,000.00) per annum.

**REGIONAL SCHOOL DISTRICT EIGHTEEN**  
**Lyme-Old Lyme, Connecticut**

**APPENDIX A**  
**Salary Schedule 2023-2024**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>6TH</b>
1	\$55,102	\$60,056	\$63,029
2	\$56,249	\$61,127	\$64,383
3	\$58,201	\$63,084	\$66,338
4	\$60,153	\$65,036	\$68,290
5	\$62,106	\$66,989	\$70,245
6	\$64,058	\$68,941	\$72,195
7	\$66,011	\$70,894	\$74,150
8	\$67,968	\$72,847	\$76,104
9	\$69,917	\$74,801	\$78,056
10	\$71,873	\$76,754	\$80,012
11		\$79,683	\$85,688
12		\$82,265	\$88,929
13		\$88,635	\$94,130
14		\$95,556	\$101,617

183 Instructional Days plus 4 Non-Student Instructional Days

There will be no step movement during the July 1, 2023 through June 30, 2024 contract year.

A teacher with a doctorate in his/her specific area of teaching assignment, as determined by the Superintendent, shall receive an honorarium of one thousand dollars (\$1,000.00) per annum.

**REGIONAL SCHOOL DISTRICT EIGHTEEN**  
**Lyme-Old Lyme, Connecticut**

**APPENDIX A**  
**Salary Schedule 2024-2025**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>6TH</b>
1	\$56,755	\$61,858	\$64,919
2	\$57,936	\$62,961	\$66,315
3	\$59,947	\$64,977	\$68,328
4	\$61,958	\$66,988	\$70,339
5	\$63,970	\$68,998	\$72,352
6	\$65,979	\$71,009	\$74,361
7	\$67,991	\$73,021	\$76,375
8	\$70,007	\$75,032	\$78,387
9	\$72,104	\$77,045	\$80,398
10	\$74,029	\$79,057	\$82,412
11		\$82,074	\$88,259
12		\$84,733	\$91,597
13		\$91,294	\$96,954
14		\$97,706	\$103,903

183 Instructional Days plus 4 Non-Student Instructional Days

Effective July 1, 2024, all teachers not at the maximum step shall move up one (1) step from their 2023-2024 step.

A teacher with a doctorate in his/her specific area of teaching assignment, as determined by the Superintendent, shall receive an honorarium of one thousand dollars (\$1,000.00) per annum.

**REGIONAL SCHOOL DISTRICT EIGHTEEN**  
**Lyme-Old Lyme, Connecticut**

**APPENDIX A**  
**Longevity**

Longevity payments will be made according to the following experience table.

<u>YEARS OF EXPERIENCE</u>	<u>AMOUNT</u>
19	\$100
20	\$200
21	\$300
22	\$400
23	\$500
24	\$600
25	\$700
26	\$800
27	\$900
28	\$1,000
29	\$1,100
30	\$1,200
31	\$1,300
32	\$1,400
33	\$1,500
34	\$1,600
35	\$1,700
36	\$1,800
37	\$1,900

Longevity benefits/payments under this Agreement shall be available only to eligible bargaining unit members who are employed as teachers in the RETA bargaining unit as of August 31, 2000. All teachers hired on and after September 1, 2000 shall be ineligible for longevity benefits/payments, it being the intention of the parties to eliminate the longevity benefits/payments by grandparenting existing staff as of August 31, 2000 and denying the longevity benefits/payments entirely to all teachers hired after that date.

**REGIONAL SCHOOL DISTRICT EIGHTEEN  
Lyme-Old Lyme, Connecticut**

**APPENDIX A  
Salary Cap Agreement**

Newly hired teachers employed by the Regional District No. 18 Board of Education after September 1, 1989, will have their salary capped at Step Ten (10) of the BA Salary Schedule unless they move onto the MA or 6th Year Salary Schedule.

## **APPENDIX B**

### **Extracurricular Activities**

The Regional School District Eighteen Board of Education retains the sole right to offer or withdraw an extra-curricular activity.

Stipends and other compensation for extracurricular activities are offered by the Board of Education for work done with students above and beyond the regular teaching assignment and/or beyond regular teaching hours as defined in this Agreement.

All positions are appointed on an annual basis. The Superintendent of Schools shall approve all extra-curricular assignments. The Board of Education shall issue a Notice of Appointment to Extra-Curricular Assignment which shall state the salary of the assignment and scope of the assignment. The Appointment to Extra-Curricular Assignment shall be signed by the Superintendent or his/her designee and the individual appointed to an activity.

For the purposes of this section, an intramural program will be defined as:

- An extracurricular enrichment activity that is offered for a limited time period such as a season, a quarter, or a trimester.
- Coaches and advisors of these programs may be considered to receive compensation based on the hourly rate established in Appendix B.

A club will be defined as:

- An approved group that meets regularly on a long term basis such as the full school year or multiple years.
- Coaches and advisors of clubs may be considered to receive a stipend as compensation based on the stipend amount established in Appendix B.

When a new club is considered, the following procedure should be followed:

- An interested party must receive written approval from the principal(s) of the building(s) in which the club will be offered. In order to be considered for approval, the advisor or coach must demonstrate that the duties related to such club are beyond those designated as the basic teaching responsibility.
- The advisor or coach of a club that seeks to be considered for compensation for management of said program must adhere to the following minimum time requirements:
  - A club should meet at least twice per month for a minimum of one hour per meeting but no less than twenty hours over the course of the entire school year.

- The advisor or coach of a newly approved club may receive compensation equivalent to a coach's aide as defined in Appendix B for the first two school years during which the activity takes place. At the conclusion of the club's program, the advisor or coach must submit to the principal(s) evidence of student participation including but not limited to:
  - Number of students who participated.
  - Number of hours students participated.

After the successful coordination of two (2) years of an approved club, the Superintendent will determine whether such club provides a benefit to the district worthy of a stipend. Should that determination be made, the proposed stipend will be established based on existing stipends for similar clubs. Final approval for funding by the Board of Education will be considered during the annual budget process.

Stipend positions will be reviewed annually and may be adjusted or eliminated based on student interest level, funding, and needs of the district as determined by the Superintendent and the Board of Education.

The Principal, in conjunction with the Athletic Director, shall be permitted, instead of canceling a sport altogether, to offer the activity on a club or substantially reduced interscholastic level. If a sport is determined to be a club or reduced level activity for any given reason, the salary would be equal to one-half of the salary paid on a full interscholastic basis. The Superintendent, as agent for the Board, must approve such changes.

If an extracurricular activity listed in Appendix B has not been offered for two (2) school years, that extracurricular activity will be removed from the list of stipends upon written approval of the RETA President and the Superintendent. Removal of clubs, activities, or sports will not establish the need for successor negotiations over any other aspect of this agreement.

The assignment to Summer Curriculum Work and Homebound Instruction shall be assigned at the discretion of the Superintendent of Schools.

Subject to the approval of the Superintendent, the Board shall pay seventy-five percent (75%) of the cost of courses taken for certification as a Coach in the State of Connecticut. Upon acceptance of such reimbursement and upon approval of the Superintendent, a coach must agree to serve in the capacity of a coach for two years or repay the Board the amount of reimbursement.

It is the intent and desire of the Board and the Association that teachers will commit fully to the process of educating the students of Regional School District No. 18. Teachers are highly encouraged to further that commitment by working with students through extracurricular offerings. To that end, teachers who are paid a stipend for an extracurricular activity involving Regional School District No. 18 students will work closely with the administration to ensure said teacher is meeting his/her primary obligation as a teacher while providing proper supervision and instruction in the extracurricular activity to which he/she is assigned.

<b>Category</b>	<b>Varsity</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>D</b>	<b>Girls Gymnastics</b>	\$3,604	\$3,676	\$3,759
<b>D</b>	<b>Unified Sports</b>	\$3,604	\$3,676	\$3,759
<b>C</b>	<b>Swimming</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Boys Cross Country</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Girls Cross Country</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Boys Fencing</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Girls Fencing</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Boys Indoor Track</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Girls Indoor Track</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Boys Track</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Girls Track</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Boys Tennis</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Girls Tennis</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Boys Golf</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Girls Golf</b>	\$4,784	\$4,880	\$4,990
<b>C</b>	<b>Wrestling</b>	\$4,784	\$4,880	\$4,990
<b>B</b>	<b>Boys Soccer</b>	\$6,355	\$6,482	\$6,628
<b>B</b>	<b>Girls Soccer</b>	\$6,355	\$6,482	\$6,628
<b>B</b>	<b>Baseball</b>	\$6,355	\$6,482	\$6,628
<b>B</b>	<b>Softball</b>	\$6,355	\$6,482	\$6,628
<b>B</b>	<b>Boys Crew</b>	\$6,355	\$6,482	\$6,628
<b>B</b>	<b>Girls Crew</b>	\$6,355	\$6,482	\$6,628
<b>B</b>	<b>Boys Lacrosse</b>	\$6,355	\$6,482	\$6,628
<b>B</b>	<b>Girls Lacrosse</b>	\$6,355	\$6,482	\$6,628
<b>B</b>	<b>Girls' Volleyball</b>	\$6,355	\$6,482	\$6,628
<b>A</b>	<b>Boys Basketball</b>	\$6,644	\$6,777	\$6,929
<b>A</b>	<b>Girls Basketball</b>	\$6,644	\$6,777	\$6,929

<b>Category</b>	<b>Junior Varsity/Freshman</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>C</b>	<b>Unified Sports</b>	\$2,703	\$2,757	\$2,819
<b>C</b>	<b>Fencing</b>	\$3,604	\$3,676	\$3,759
<b>C</b>	<b>Girls Volleyball</b>	\$3,604	\$3,676	\$3,759
<b>C</b>	<b>Outdoor JV Track</b>	\$3,604	\$3,676	\$3,759
<b>C</b>	<b>Indoor JV Track</b>	\$3,604	\$3,676	\$3,759
<b>C</b>	<b>Wrestling</b>	\$3,604	\$3,676	\$3,759
<b>B</b>	<b>Boys/Girls Asst. Crew</b>	\$4,709	\$4,803	\$4,911
<b>B</b>	<b>Boys Soccer</b>	\$4,709	\$4,803	\$4,911
<b>B</b>	<b>Girls Soccer</b>	\$4,709	\$4,803	\$4,911
<b>B</b>	<b>Baseball</b>	\$4,709	\$4,803	\$4,911
<b>B</b>	<b>Softball</b>	\$4,709	\$4,803	\$4,911
<b>B</b>	<b>Boys Crew</b>	\$4,709	\$4,803	\$4,911
<b>B</b>	<b>Girls Crew</b>	\$4,709	\$4,803	\$4,911
<b>B</b>	<b>Boys Lacrosse</b>	\$4,709	\$4,803	\$4,911
<b>B</b>	<b>Girls Lacrosse</b>	\$4,709	\$4,803	\$4,911
<b>A</b>	<b>Boys Basketball</b>	\$5,096	\$5,198	\$5,315
<b>A</b>	<b>Girls Basketball</b>	\$5,096	\$5,198	\$5,315
<b>Category</b>	<b>Middle School</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>C</b>	<b>Boys Cross Country</b>	\$3,572	\$3,643	\$3,725
<b>C</b>	<b>Girls Cross Country</b>	\$3,572	\$3,643	\$3,725
<b>C</b>	<b>Boys Track</b>	\$3,572	\$3,643	\$3,725
<b>C</b>	<b>Girls Track</b>	\$3,572	\$3,643	\$3,725
<b>B</b>	<b>Boys Soccer</b>	\$4,119	\$4,201	\$4,296
<b>B</b>	<b>Girls Soccer</b>	\$4,119	\$4,201	\$4,296
<b>B</b>	<b>Baseball</b>	\$4,119	\$4,201	\$4,296
<b>B</b>	<b>Softball</b>	\$4,119	\$4,201	\$4,296
<b>A</b>	<b>Boys Basketball</b>	\$4,343	\$4,430	\$4,530
<b>A</b>	<b>Girls Basketball</b>	\$4,343	\$4,430	\$4,530
	<b>Other Athletic Positions</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
	<b>Coaches' Aide</b>	\$737	\$752	\$769
	<b>Intramural Coaches</b>	\$40.35/hour	\$41.16/hour	\$42.09/hour

	<b>ADVISORS/CLUBS</b>			
<b>Category</b>	<b>Position</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>I</b>	<b>Ski Club Advisor</b>	\$473	\$482	\$493
<b>I</b>	<b>Elementary School Asst. Musical Director</b>	\$473	\$482	\$493
<b>I</b>	<b>Elementary School Asst. Advisor Student Council</b>	\$473	\$482	\$493
<b>II</b>	<b>Elementary School Yearbook Advisor</b>	\$736	\$751	\$768
<b>II</b>	<b>Elementary School Site Coordinator Town Meeting</b>	\$736	\$751	\$768
<b>II</b>	<b>Elementary School Editorial Board Director</b>	\$736	\$751	\$768
<b>III</b>	<b>FBLA Manager</b>	\$1,034	\$1,055	\$1,079
<b>III</b>	<b>Elementary School Musical Director</b>	\$1,034	\$1,055	\$1,079
<b>III</b>	<b>Intramural Coordinator</b>	\$1,034	\$1,055	\$1,079
<b>III</b>	<b>Alt PE Coordinator</b>	\$1,034	\$1,055	\$1,079
<b>III</b>	<b>High School Stage Manager</b>	\$1,034	\$1,055	\$1,079
<b>III</b>	<b>Middle School Stage Manager</b>	\$1,034	\$1,055	\$1,079
<b>IV</b>	<b>Middle School Band Director</b>	\$1,496	\$1,526	\$1,560
<b>IV</b>	<b>Middle School Choral Director</b>	\$1,496	\$1,526	\$1,560
<b>IV</b>	<b>American Field Service</b>	\$1,496	\$1,526	\$1,560
<b>V</b>	<b>High School Class Advisor</b>	\$1,903	\$1,941	\$1,985
<b>V</b>	<b>Spanish NHS</b>	\$1,903	\$1,941	\$1,985
<b>V</b>	<b>Amnesty International Club</b>	\$1,903	\$1,941	\$1,985
<b>V</b>	<b>National Honor Society Advisor</b>	\$1,903	\$1,941	\$1,985
<b>V</b>	<b>Community Service Club</b>	\$1,903	\$1,941	\$1,985

<b>VI</b>	<b>High School Assistant Drama</b>	<b>\$2,105</b>	<b>\$2,147</b>	<b>\$2,195</b>
<b>VI</b>	<b>Middle School Assistant Drama</b>	<b>\$2,105</b>	<b>\$2,147</b>	<b>\$2,195</b>
<b>VI</b>	<b>Middle School Student Council</b>	<b>\$2,105</b>	<b>\$2,147</b>	<b>\$2,195</b>
<b>VII</b>	<b>High School Bowl Advisor</b>	<b>\$2,552</b>	<b>\$2,603</b>	<b>\$2,662</b>
<b>VII</b>	<b>Math Team Advisor</b>	<b>\$2,552</b>	<b>\$2,603</b>	<b>\$2,662</b>
<b>VII</b>	<b>Debate Team Advisor</b>	<b>\$2,552</b>	<b>\$2,603</b>	<b>\$2,662</b>
<b>VII</b>	<b>High School Newspaper</b>	<b>\$2,552</b>	<b>\$2,603</b>	<b>\$2,662</b>
<b>VII</b>	<b>Middle School Yearbook Advisor</b>	<b>\$2,552</b>	<b>\$2,603</b>	<b>\$2,662</b>
<b>VIII</b>	<b>High School Student Council</b>	<b>\$3,342</b>	<b>\$3,409</b>	<b>\$3,486</b>
<b>VIII</b>	<b>High School Assistant Yearbook Advisor</b>	<b>\$3,342</b>	<b>\$3,409</b>	<b>\$3,486</b>
<b>IX</b>	<b>High School Drama</b>	<b>\$4,607</b>	<b>\$4,699</b>	<b>\$4,805</b>
<b>IX</b>	<b>Middle School Drama</b>	<b>\$4,607</b>	<b>\$4,699</b>	<b>\$4,805</b>
<b>IX</b>	<b>High School Yearbook Advisor</b>	<b>\$4,607</b>	<b>\$4,699</b>	<b>\$4,805</b>
<b>X</b>	<b>High School Band Director Music Director</b>	<b>\$6,063</b>	<b>\$6,184</b>	<b>\$6,323</b>
<b>X</b>	<b>High School Choral Director Music Director</b>	<b>\$6,063</b>	<b>\$6,184</b>	<b>\$6,323</b>
<b>X</b>	<b>Science Olympiad</b>	<b>\$6,063</b>	<b>\$6,184</b>	<b>\$6,323</b>
<b>X</b>	<b>Robotics</b>	<b>\$6,063</b>	<b>\$6,184</b>	<b>\$6,323</b>
	<b>Area Coordinators</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
	<b>English 6-8</b>	<b>\$1,714</b>	<b>\$1,748</b>	<b>\$1,787</b>
	<b>English 9-12*</b>	<b>\$2,286</b>	<b>\$2,332</b>	<b>\$2,384</b>
	<b>Social Studies 6-8</b>	<b>\$1,714</b>	<b>\$1,748</b>	<b>\$1,787</b>
	<b>Social Studies 9-12*</b>	<b>\$2,286</b>	<b>\$2,332</b>	<b>\$2,384</b>
	<b>World Language K-12</b>	<b>\$3,999</b>	<b>\$4,079</b>	<b>\$4,171</b>
	<b>Science 6-8</b>	<b>\$1,714</b>	<b>\$1,748</b>	<b>\$1,787</b>
	<b>Science 9-12*</b>	<b>\$2,286</b>	<b>\$2,332</b>	<b>\$2,384</b>

	<b>Business and Technology Education 9-12*</b>	<b>\$2,286</b>	<b>\$2,332</b>	<b>\$2,384</b>
	<b>FCS &amp; Technology Education 6-8</b>	<b>\$1,714</b>	<b>\$1,748</b>	<b>\$1,787</b>
	<b>Virtual High School</b>	<b>\$3,999</b>	<b>\$4,079</b>	<b>\$4,171</b>
	<b>Math 6-8</b>	<b>\$1,714</b>	<b>\$1,748</b>	<b>\$1,787</b>
	<b>Math 9-12*</b>	<b>\$2,286</b>	<b>\$2,332</b>	<b>\$2,384</b>
	<b>Art K-12</b>	<b>\$3,999</b>	<b>\$4,079</b>	<b>\$4,171</b>
	<b>Music K-12</b>	<b>\$3,999</b>	<b>\$4,079</b>	<b>\$4,171</b>
	<b>Library Media K-12</b>	<b>\$3,999</b>	<b>\$4,079</b>	<b>\$4,171</b>
	<b>Health/PE K-12</b>	<b>\$3,999</b>	<b>\$4,079</b>	<b>\$4,171</b>
	<b>School Counselors 6-12</b>	<b>\$5,902</b>	<b>\$6,020</b>	<b>\$6,155</b>
	<b>School Psychologist K-12</b>	<b>\$1,903</b>	<b>\$1,941</b>	<b>\$1,985</b>
	<b>Speech Pathologist K-12</b>	<b>\$1,903</b>	<b>\$1,941</b>	<b>\$1,985</b>
	<b>Special Education 6-8</b>	<b>\$1,714</b>	<b>\$1,748</b>	<b>\$1,787</b>
	<b>Special Education 9-12</b>	<b>\$2,286</b>	<b>\$2,332</b>	<b>\$2,384</b>
	<b>*includes release time from duty for HS teachers</b>			

	<b>Middle School Team Leaders</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
	<b>6<sup>th</sup> Grade</b>	\$1,903	\$1,941	\$1,985
	<b>7<sup>th</sup> Grade</b>	\$1,903	\$1,941	\$1,985
	<b>8<sup>th</sup> Grade</b>	\$1,903	\$1,941	\$1,985
	<b>Unified Arts</b>	\$1,903	\$1,941	\$1,985
	<b>Instructional Work</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
	<b>Summer Curriculum Committee Work</b>	\$40.35/hour	\$41.16/hour	\$42.09/hour
	<b>Homebound Instruction</b>	\$40.35/hour	\$41.16/hour	\$42.09/hour
	<b>School Counselors/Director of School Counseling for days beyond the teacher work year of one hundred eighty-seven (187) days*</b>	A per diem rate based on each individual's annual salary (1/187 <sup>th</sup> of the employee's salary)	A per diem rate based on each individual's annual salary (1/187 <sup>th</sup> of the employee's salary)	A per diem rate based on each individual's annual salary (1/187 <sup>th</sup> of the employee's salary)
	<b>Elementary Leadership</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
	<b>Teacher in Charge</b>	\$1,903	\$1,941	\$1,985
	<b>Elementary PK-5 Team Leaders</b>	\$1,903	\$1,941	\$1,985

\*School Counselors will work ten (10) days beyond the teacher work year of one hundred eighty-seven (187) days. Normally, five (5) days will be assigned consecutively immediately prior to the commencement of the teacher work year and five (5) days will be assigned consecutively at the conclusion of the teacher work year. The Director of School Counseling will work twenty (20) days beyond the teacher work year of one hundred eighty-seven (187) days. Normally, ten (10) days will be assigned consecutively immediately prior to the commencement of the teacher work year and ten (10) days will be assigned consecutively at the conclusion of the teacher work year.

Any of the aforementioned days outside of the teacher work year may be scheduled on a different day(s) by mutual agreement of the Superintendent and the School Counselor/Director of School Counseling. Additional days, if any, for School Counselors and/or the Director of School Counseling will be determined by the Superintendent by agreement with the School Counselor/Director of School Counseling.

## **APPENDIX C**

### **Health Insurance**

#### **Change in Carrier**

The Board of Education may provide insurance under a different policy or policies, for all or some of the health insurance benefits set forth herein provided that the different insurance provides substantially the same level of benefits or better as the then current insurance plan when viewed on an overall plan benefit basis. Prior to implementing any change in carrier, the Board will notify RETA of its intention to change, and RETA shall have thirty (30) calendar days to review the proposed change in carrier(s). If RETA does not agree that the different insurance desired by the Board is substantially the same level of benefits or better as the then current insurance plan when viewed on an overall plan benefit basis within twenty (20) calendar days after the end of the review period, RETA may file a grievance directly at Level 5 under the contract grievance procedure (arbitration). The *status quo* shall be maintained during the pendency of any such grievance/arbitration proceeding.

#### **Voluntary Waiver of Insurance Coverage**

Members of the bargaining unit who are eligible for insurance coverage under this section may voluntarily elect in writing to waive such coverage, in whole, provided that such waiver does not conflict with the rules regulations or other requirements of the appropriate insurance carriers. Teachers electing such a waiver shall receive periodic cash payments from the Board in the amount of \$2,500.00 per year, while the waiver is in effect. Life Insurance and Disability Insurance shall not be terminated by a waiver, and shall remain in effect. The provisions set forth herein regarding an employee's ability to waive insurance coverage shall not apply when the employee's spouse is enrolled in an insurance plan offered by the Board.

In order to exercise this waiver option, teachers must apply in writing to the Superintendent not later than June 30<sup>th</sup> in any year, with such waiver to be effective the following September 1<sup>st</sup>. All waiver applications must be completely voluntary on the part of the staff member and must be accompanied by a signed waiver of coverage document acceptable to the Board and the carrier(s). If the waiver is acceptable to the Board and the applicable insurance carrier(s) it shall be effective as of September 1 and shall remain in effect until revoked as provided below. Teachers whose waiver applications are acceptable to the applicable insurance carrier(s) shall receive periodic payments of the waiver amount as determined by the Board.

There shall be an annual open enrollment window of June 1<sup>st</sup> - June 30<sup>th</sup>, at which time an employee may choose to reinstate or waive his/her insurance for the fiscal year commencing September 1<sup>st</sup>. All such reinstatements shall be subject to all the rules of the applicable insurance carrier(s), including but not limited to, any mandatory waiting periods.

## **High Deductible Health Plan (HDHP)**

Effective during the term of this Agreement, the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May.

The HDHP shall have a \$2,250.00 single and \$4,500.00 two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions are subject to a managed three tier drug rider with co-pays of \$5 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network services will be subject to a 70% plan/30% member coinsurance to a combined in-and-out-of-network coinsurance maximum of two thousand two hundred fifty dollars (\$2,250.00) for the individual and four thousand five hundred dollars (\$4,500.00) for the family, for a combined in-and-out-of-network out-of-pocket maximum of four thousand dollar (\$4,000.00) for the individual and six thousand eight hundred fifty (\$6,850.00) for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

In year one of the contract (July 1, 2022 through June 30, 2023) the Board agrees to contribute forty-five percent (45%) of the deductible.

In year two of the contract (July 1, 2023 through June 30, 2024) the Board agrees to contribute forty-five percent (45%) of the deductible.

In year three of the contract (July 1, 2024 through June 30, 2025) the Board agrees to contribute forty-five percent (45%) of the deductible.

In each year of the contract one-half (1/2) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about July 1<sup>st</sup> and the remaining one-half (1/2) of the Board's contribution shall be deposited in the HSA bank account of the employee on or about January 1<sup>st</sup>.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her Health Savings Account (HSA) bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

Additionally, the Board will provide Vision Care in accordance with the Vision Care Plan set forth below and full service dental insurance with Rider A (with the employee being responsible for the premium share contribution set forth below).

### **EMPLOYEE PREMIUM SHARE CONTRIBUTIONS**

For the HDHP insurance, the employee will pay the following percent of the premium costs: for coverage via payroll deduction, regardless of the coverage level (single, single plus one or family) selected:

<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>	<b><u>2024-2025</u></b>
19.5%	20%	20.5%

A health reimbursement account (“HRA”) will be offered to any teacher eligible for health insurance who is not eligible for a HSA. The Board’s annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the teacher’s level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable contract year.

The Board of Education will provide the following insurances at no costs to teachers:

Full Term Life and Accidental Death and Dismemberment Insurance \$50,000.00 for the individual teacher.

### **Retiring Teachers**

Retiring Teachers employed by Regional School District Eighteen who have qualified for retirement with the Connecticut State Retirement Board, may fully participate in one or more group health insurance plans maintained by Regional School District Eighteen. Premiums for membership cost, up to one hundred percent (100%) of the premium, will be paid by the retired teacher. The Board shall not be responsible for any portion of the deductible under the HDHP for retiring or retired teachers.

Premium payments due by the teacher shall be submitted to the Office of the Superintendent of Schools no later than the fifteenth of each month.

### **Health Insurance “Age Out” Provision**

Eligible dependents of insured teachers may be covered as dependents as provided by state statute.

### **Explanatory Summary of Benefits**

An explanation/description of insurance benefits is attached to this Agreement. It is understood and agreed that this explanation document is not an insurance policy and is intended only as a Description or summary of insurance coverage. Should there be any variance between the summary descriptions contained on the attached and the provisions of the insurance policies, the policies shall prevail.

### **Insurance Coverage Reopener Negotiations in Event of National or State Health Care Legislation**

If at any time prior to or during the term of this contract, Congress or the State of Connecticut enacts national and/or state health coverage care or similar legislation applicable to teachers, either or both parties shall have the right to reopen contract negotiations limited to medical and related dental and vision insurance coverage provided employees in this Agreement. Such negotiations shall be conducted in accord with provisions of the Teacher Negotiating Act relating to reopener negotiations occurring during the term of an existing contract.

## **FULL DENTAL PLAN**

### **\*\*NO CHANGES**

The **Full Dental Plan** is designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

#### **Covered services include:**

- ◆ Oral Examinations
- ◆ Periapical and bitewing x-rays
- ◆ Topical fluoride applications for those under age 19
- ◆ Prophylaxis, including cleaning, scaling and polishing
- ◆ Repair of dentures
- ◆ Palliative emergency treatment
- ◆ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)\*
- ◆ Simple extractions\*\*
- ◆ Endodontics – including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by the Dental Amendatory Rider A.

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by Dental Amendatory Rider A.

#### **ACCESSING BENEFITS:**

##### **Participating Dentists Benefits**

When receiving care from one of over 1,800 Participating Dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating Dentist, we pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charges as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

##### **Non-Participating Dentists Benefits**

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay an amount equal to the dentist's usual charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal of the Anthem Blue Cross & Blue Shield Full***

***Dental Plan. Refer to your Master Group Policy or Description of Benefits on file with your employer for a complete listing of benefits, maximums, exclusions and limitations.***

## **DENTAL AMENDATORY RIDER A**

### **ADDITIONAL BASIC BENEFITS**

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral Surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

If the member is not covered by Dental Amendatory Rider C (Prosthodontics) we will pay for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth:

- ◆ One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.
- ◆ No benefits will be provided for the tooth replacements.
- ◆ Space maintainers – payment will be made for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Payment will be made for up to two devices per member per lifetime.

**DENTAL AMENDATORY RIDER A**  
**ADDITIONAL BASIC BENEFITS**

**ACCESSING BENEFITS:**

**Participating Dentists Benefits**

Anthem Blue Cross & Blue Shield will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

**Non-Participating Dentists Benefits**

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal of the Anthem Blue Cross & Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits on file with your employer for a complete listing of benefits, maximums, exclusions and limitations.***

Blue View Vision<sup>SM</sup>

ECHMC

Plan C20.20.130.130



Effective 7/1/2021

#### Welcome to your Blue View Vision plan!

You have many choices when it comes to using your benefits. As a Blue View Vision plan member, you have access to one of the nation's largest vision networks. You may choose from many private practice doctors, local optical stores, and national retail stores including LensCrafters®, Target Optical®, and most Pearle Vision® locations. You may also use your in-network benefits to order eyewear online at Glasses.com and ContactsDirect.com. To locate a participating network eye care doctor or location, log in at anthem.com, or from the home page menu under Care, select Find a Doctor. You may also call member services for assistance at 1-866-723-0516.

**Out-of-Network** – If you choose to, you may instead receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement up to your maximum out-of-network allowance.

YOUR BLUE VIEW VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK	FREQUENCY
<b>Routine Eye Exam</b>			
A comprehensive eye examination	\$20 copay	Up to \$48 allowance	Once every calendar year
<b>Eyeglass Frames</b>			
One pair of eyeglass frames	\$130 allowance, then 20% off any remaining balance	Up to \$64 allowance	Once every two calendar years
<b>Eyeglass Lenses (instead of contact lenses)</b>			
One pair of standard plastic prescription lenses:			
• Single vision lenses	\$20 copay	Up to \$36 allowance	Once every two calendar years
• Bifocal lenses	\$20 copay	Up to \$54 allowance	
• Trifocal lenses	\$20 copay	Up to \$69 allowance	
<b>Eyeglass Lens Enhancements</b>			
When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.			
• Transitions Lenses (for a child under age 19)	\$0 copay	No allowance when obtained out-of-network	Same as covered eyeglass lenses
• Standard polycarbonate (for a child under age 19)	\$0 copay		
• Factory scratch coating	\$0 copay		
<b>Contact Lenses (instead of eyeglass lenses)</b>			
Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.			
• Elective conventional (non-disposable)	\$130 allowance, then 16% off any remaining balance	Up to \$105 allowance	Once every two calendar years
OR			
• Elective disposable	\$130 allowance (no additional discount)	Up to \$105 allowance	
OR			
• Non-elective (medically necessary)	Covered in full	Up to \$210 allowance	

This is a primary vision care benefit intended to cover only routine eye examination and corrective eyewear. Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care doctor from your medical network. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. This benefit overview is only one piece of your online enrollment package.

#### EXCLUSIONS & LIMITATIONS (not a comprehensive list – please refer to the member Certificate of Coverage for a complete list)

**Combined Offers.** Not to be combined with any offer, coupon, or in-store advertisement.

**Excess Amounts.** Amounts in excess of covered vision expense.

**Sunglasses.** Plano sunglasses and accompanying frames.

**Safety Glasses.** Safety glasses and accompanying frames.

**Not Specifically Listed.** Services not specifically listed in this plan as covered services.

**Lost or Broken Lenses or Frames.** Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

**Non-Prescription Lenses.** Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

**Orthoptics.** Orthoptics or vision training and any associated supplemental testing.

