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**AGREEMENT**

**BETWEEN THE**

**ANSONIA BOARD OF EDUCATION**

**AND**

**ANSONIA FEDERATION OF TEACHERS**  
**LOCAL 1012, A.F.T. - CT**  
**AFL-CIO**

**For the Period**

**JULY 1, 2022 through JUNE 30, 2026**

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AGREEMENT MADE AND ENTERED INTO as of the first day of January 1, 2023, by and between the BOARD OF EDUCATION OF THE CITY OF ANSONIA (hereinafter referred to as the "Board") and THE ANSONIA FEDERATION OF TEACHERS, LOCAL NO. 1012, A.F.T.-CT, AMERICAN FEDERATION OF TEACHERS AFL-CIO (hereinafter referred to as the "Union" or "Federation").

## **ARTICLE I UNION RECOGNITION**

The Board recognizes the Federation as the exclusive bargaining representative of all those certified professional employees of the Board who are employed in positions requiring a teaching or other certificate and who are not included in the administrators' unit or otherwise excluded from the purview of C.G.S. §§10-153a through 10-153g, inclusive.

## **ARTICLE II FAIR PRACTICES**

- A. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, or membership or participation in, or association with, the activities of any employee or political organization, or any other status protected by law.
- B. The Federation agrees to maintain its eligibility to represent classroom teachers and other teachers within the bargaining unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, marital status or any other status protected by law and represent equally all members in the unit without regard to membership or participation in, or association with the activities of, any employee or political organization.

## **ARTICLE III GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. A "grievance" shall mean a claim by a member of the teachers' bargaining unit that his/her wages and/or working conditions have been adversely affected by a violation, misinterpretation, or misapplication of a specific provision of this Agreement. 2. As used in this Article, the term "grievant" shall mean either:
    - a. An individual member of the bargaining unit,
    - b. A group of bargaining unit members similarly affected; or
    - c. The Federation.
  - 3. "Days" shall mean calendar days.
- B. Procedures
  - 1. The grievant and a Federation representative (if the grievant so desires) shall first discuss the problem with the school official serving as his/her immediate superior (building principal or other appropriate administrator). If the grievant does not wish to be represented by the Federation, he/she may be accompanied by another member of the bargaining unit of his/her own choice,

provided that such other bargaining unit member is not an officer, agent or representative of any other teacher organization. If the matter is not satisfactorily adjusted within four (4) days from such meeting, the Grievant shall submit the signed written statement of his/her grievance within fourteen (14) days from the date of occurrence to his/her building principal or other appropriate administrator.

2. Such immediate superior may request a meeting with the grievant and a Federation representative (if the teacher so desires) prior to making his/her decision, but in any event shall render his/her decision in writing, with copies to the grievant and to the Federation within seven (7) days of the submission to him/her by the grievant.
3. Failing satisfactory settlement, the grievant may, within fourteen (14) days from the meeting with his/her immediate superior, appeal in writing to the Superintendent or his/her designated representative, setting forth specifically the act or condition on which the grievance is based and the grounds upon which the appeal is based.
4. The Superintendent and/or his/her representative shall meet with the grievant and a Federation representative (if requested by the teacher) within fourteen (14) days of the receipt of such appeal, and shall render his/her decision in writing to the grievant and to the Federation within fourteen (14) days from such meeting.
5. Failing satisfactory settlement of the grievance at the Superintendent level, the grievant may appeal to the Board of Education by filing a written statement of such appeal, setting forth specifically the act or condition on which the grievance and appeal are based, within fourteen (14) days from the Superintendent's written response at the preceding level. The Board or a committee of Board members appointed by the Board President shall hold a hearing within fourteen (14) days of receipt of such appeal, and the Board (or the committee thereof) shall render a decision in writing to the grievant with a copy to the Federation within fourteen (14) days of such hearing.

C. Arbitration

1. In the event that a grievance is not settled at the Board level, the Federation may submit such dispute or difference to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules.
2. Notice of intention to submit to arbitration in accordance with the provisions of subsection C.1 above, shall be in writing and submitted to the American Arbitration Association, with a copy to the Superintendent of Schools no later than fourteen (14) days following the decision of the Board, or from the expiration of the time limit for making such decision, whichever occurs first.
3. The arbitrator shall hear and decide only one grievance at a time. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and upon all teachers during the life of this Agreement, unless the same is contrary to law. Fees and expenses of the arbitrator shall be borne equally by both parties.



**D. General Provisions**

1. Any grievance that is not presented for disposition through the grievance procedure in writing within fourteen (14) days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the grievant of the decision rendered, and such decision shall thereafter be binding upon the grievant and the Federation. The time limits specified at any step may be extended in any particular instance by written agreement between the Superintendent and the Federation.
2. The Federation shall have the right to participate and make its views heard at every level of the grievance procedure.
3. Meetings held under this procedure shall be conducted outside of school hours and at a place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Persons proper to be present for the purposes of this section are defined as the grievant, the appropriate Federation representative, a teacher of the grievant's own choice if desired, qualified witnesses, appropriate Board members, administrative personnel, and their counsel. The grievant shall have the opportunity to personally appear at every step of the Grievance Procedure.
4. Grievances arising from the action of an official other than the coordinator or principal may be initiated with the Superintendent or his/her designated representative as set forth in B.3 above.

**ARTICLE IV**  
**PAYROLL DEDUCTIONS**

- A. The Board agrees to deduct from the salary of its teachers' dues for professional organizations as said teachers individually and voluntarily authorize the Board in writing to deduct and to transmit the monies within fourteen (14) days to the organizations.
- B. Teachers may individually and voluntarily authorize deductions for Wepawaug Credit Union and/or United States Savings Bonds during any month of the school year. Said deductions shall be authorized in writing on or before the 20th day of each month, each said deduction to be effective upon the first paycheck of the following month. The Board will transmit credit union deductions within seven (7) days of the deduction. All other payments will be transmitted within fourteen (14) days of the deduction.
- C. Effective July 1, 2004 the current number of Internal Revenue Code 403(b) Plans that teachers are actively participating in shall be frozen and there shall be no new Plans added. Teachers hired on or after July 1, 2004 shall have a choice to participate in one of ten (10) plans, upon proper application. When participation by current teachers in a Plan other than one of the ten (10) reaches zero, that Plan shall be eliminated as an option until ultimately only ten (10) Plan choices are available.
- D. Connecticut State Teachers Retirement shall be divided into twenty (20) approximately equal installments.

## ARTICLE V SICK AND PERSONAL LEAVE

### A. Annual Leave

1. Fifteen (15) days of annual leave cumulative to 185 days shall be granted for personal illness and/or illness of close family members (spouse, children, parents and family members residing in the household limited to five (5) days annually, non-cumulative). Any teacher who is hired after the first day of school, or who is on an unpaid leave of absence during the school year, shall receive one fewer sick day for every consecutive period of ten (10) school days of such absence. At the discretion of the teacher, sick leave may be used for the following purposes when the presence of the teacher is required, within the limits stated:

- a. Death in the immediate\* family..... 5 day limit each time
- b. Family funeral attendance ..... 1 day each time
- c. Friend funeral attendance..... 1 day each time;  
limit of 2 days per year
- d. Immediate family\* wedding ..... 1 day each time
- e. Immediate family\* graduation..... 1 day each time
- f. Immediate family\* religious..... 1 day each time (Ordination  
Vows, Bar Mitzvah, Bas Mitzvah,  
First Communion, Baptism)

\* NOTE: Immediate family shall be defined as spouse, children, parents, stepparents, grandparents, brothers, sisters, parents-in-law, family members residing in the teacher's household.

- g. Official delegate to national
  1. Veteran's Organization
  2. 1 day per year
- h. Official delegate
  1. (President and/or Business Agent)
  2. to national or state teachers' organization
  3. 1 day per year without charge
- i. Official delegate
  1. (other than President and/or Business Agent)
  2. (limit of 3)
  3. to national or state teachers' organization
  4. 1 day per year
- j. Mandated religious observance
  1. 3 days per year
  2. without charge

Those holidays which are required by and obligatory due to written denominational law shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days. No annual leave, including accumulated days, shall be used for absence due to religious holidays in excess of three days per year.

- k. Absence due to any judicial proceeding in which the teacher is a plaintiff or defendant or is a witness under subpoena.
2. Teachers shall be eligible for up to three (3) days personal leave per year, which must be taken prior to May 15<sup>th</sup> of any given school year.
- Exceptions regarding the May 15<sup>th</sup> deadline to use Personal Days may be waived in cases of emergencies at the sole discretion of the Superintendent, after taking into consideration the reason for the request for such exception as well as taking into account the educational needs of the school system.
- Personal Leave days shall be granted as follows:
- a. Necessary personal business (without approval) 1 day per year.  
Granted at the discretion of the teacher with 48-hour notification to the immediate supervisor. Teacher will note personal day on the electronic platform used to report such leave. In no case shall leave for personal business without approval be used to extend a weekend.
  - b. Necessary personal business (with approval) 2 days per year.
  - c. Teachers must request the days for personal business on the electronic platform used to report such leave provided by the Board, forty-eight (48) hours prior to such leave. Reasons for such leave must be stated in sufficiently detailed terms to apprise the Superintendent of the need for such leave, after taking into account the educational needs of the school system.
  - d. Exceptions regarding the forty-eight (48) hour notice provision, use of prepared forms, and extension of weekends may be made by the Superintendent or his/her designee in cases of emergencies.
  - e. Necessary personal business shall not include (without limitations):
    - i. Marriage attendance or participation;
    - ii. Day following marriage or wedding trip;
    - iii. Attendance or participation in a sporting or recreational event;
    - iv. Any religious observance;
    - v. Travel associated with any provision of annual leave;
    - vi. Purposes set forth under annual leave or another leave provision of this contract.
  - f. Notwithstanding the above, any personal leave day requested for a mid-week absence will be treated as in Section (a) (*i.e.*, without approval). Mid-week shall be defined as a school day not adjacent to a weekend or other paid time off.
3. Absence due to jury duty shall be provided in accordance with State and federal law.
4. The Board may require satisfactory proof of illness of a teacher or close family member after a teacher is absent for four (4) consecutive school days or in any case where abuse of paid leave is reasonably suspected. Any out-of-pocket medical expense incurred in complying with this paragraph will be reimbursed by the Board.
5. Any absence not authorized herein, for which unpaid leave is specifically permitted by the Superintendent, will result in a reduction equal to one day's pay for each day of absence.

6. Any travel by a teacher, conducted in connection with or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where possible, in advance, so as not to conflict with assigned or required professional duties. Teachers shall recognize the possibility of an extended school year due to snow or other emergency.
- B. **Extended Sick Leave**  
The Board may, at its discretion, grant additional extended sick leave to any teacher.
- C. **Per Diem Pay Rate**  
For purposes of this Agreement, one day's pay shall be computed by multiplying the teacher's annual salary by a fraction, the numerator of which is one, and the denominator of which is the number of days in the work year.
- D. **Tardiness/Absenteeism**  
It is recognized by the Federation and by the Board that punctual attendance by all teachers is essential to a proper teaching environment. Teacher absenteeism and/or tardiness shall be dealt with in an appropriate and equitable manner by the Board.
- E. **Compensation for Unused Current Sick Leave**
  1. At the election of the teacher, by written notice delivered to the office of the Superintendent prior to May 20 of each school year, the teacher may be paid at the rate of one hundred twenty-five dollars (\$125) per diem, in exchange for a reduced carryover of accumulated sick leave into the ensuing year, subject to the following limitations.
  2. Any teacher who has accumulated at least 115 sick days as of \_\_\_ September 1 of any school year shall be eligible to receive compensation for unused sick leave at the end of that school year, up to a maximum of 15 days. The cumulative total of days after the payout may not be lower than 100 days. Fractional days shall not be counted for this purpose.
  3. Any election made under this section shall be made in writing and shall be irrevocable for the year to which it applies.
- E. **FMLA Eligibility**  
Time off taken, whether under this Article or elsewhere in this Agreement, which is eligible for treatment as FMLA leave, shall be counted towards eligibility for such leave under the FMLA, *i.e.*, runs concurrently.

## **ARTICLE VI**

### **OTHER LEAVE**

- A. **Maternity Leave**
  1. **Pregnancy and Childbirth Leave**
    - a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (referred to hereafter as "pregnancy"), shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in §10-156 of the Connecticut General Statutes.)

- b. Current and accumulated sick leave shall be used during periods of such disability.
- c. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female employee is determined to be disabled from performing the duties of her job because of pregnancy.
- d. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy on the same terms and conditions as they are applied to other temporary disabilities.

2. **Childrearing Leave**

- a. Any tenured teacher shall be entitled to an extended leave without pay for the purpose of childrearing. Such leave request shall be submitted to the Superintendent no later than thirty (30) days following the birth, adoption or fostering of the teacher's child and shall commence immediately upon termination of the female teacher's period of pregnancy-related disability leave. In the case of a male teacher, childrearing leave shall commence within thirty (30) days following the birth of his/her child. The parent of an adopted or fostered child shall commence his/her childrearing leave within thirty (30) days from the date of physical custody.
- b. The minimum period of such leave shall be to the end of the semester during which the leave commences. Any teacher whose child is born in any school year prior to January 1, shall be available for return to his/her teaching position upon commencement of school during the following year. Any teacher whose child is born during the school year on or after January 1 shall be available for return to his/her teaching position on the first day of the following school year, or the first day of the second semester of the succeeding school year.
- c. A teacher on childrearing leave shall indicate in writing his/her intention to return to teaching not later than April 15 before the September date of leave termination. The Board may, in its discretion, fill the absent position with a long-term substitute. Upon the return of the teacher from child rearing leave, he/she shall be assigned to his/her former position, subject to the provisions of the Professional Staff Reduction and Recall procedure herein.
- d. A teacher returning from childrearing leave will be placed in the most appropriate assignment available, and will retain the seniority held at the time leave became effective. Salary placement shall be at the same step as when leave became effective except that when the teacher has completed 90 days or more of a school year, it shall be counted as a full year.
- e. Unused annual leave shall be credited to the teacher who returns from child-rearing leave.
- f. In the event the teacher fails to accept employment in said offered available position(s), provided the teacher is certified for the position(s), the obligation of the Board under this section shall terminate.

Returning teachers shall be offered the available position(s) on the basis of system seniority.

**B. Special Leave**

1. Teachers shall receive military leave in accordance with all applicable State and Federal laws.
2. a. Foreign Teaching: At the discretion of the Board, a teacher who has attained tenure may leave the Ansonia School System to teach abroad and, in such event, the teacher shall be granted a leave of absence without compensation not to exceed two (2) consecutive school years. At the end of said leave of absence, the teacher shall be offered employment in the first available teaching position for which he/she is qualified on a salary step as if he/she had never left. Any said position, however, shall be subject to the layoff and recall provisions of this contract.
- b. In the event the teacher fails to accept employment upon return from special leave in said offered available position(s), provided the teacher is certified for the position(s), the obligation of the Board under this section shall terminate. Returning teachers shall be offered the available position(s) on the basis of system seniority.

**C. Professional Leave**

Any teacher elected to a state or national teacher organization office requiring full time duty, shall be granted leave for up to two (2) years, without pay or benefits, so that he/she may fulfill his/her responsibilities. Upon returning, the teacher shall be granted the first available position for which he/she is certified and qualified. Placement on the salary schedule shall resume from the placement of the teacher at the time such leave commenced. Upon return, seniority shall be treated as though the teacher had never left. In the event the teacher fails to accept employment upon return from professional leave in said offered available position(s), provided the teacher is certified for the position(s), obligations of the Board under this section shall terminate. Returning teachers shall be offered the available position(s) on the basis of system seniority.

**D. Recall from Unpaid Leave**

Board responsibility for rehiring from all unpaid leaves shall terminate after three (3) years, in accordance with the terms of the recall list.

## **ARTICLE VII**

### **SCHEDULES AND IMPACT**

- A.** The work year for all teachers covered by this Agreement shall be 185 days. The five (5) workdays beyond the student school year shall be used solely for Professional Development which may occur immediately before, during or immediately after the student school year. The five (5) workdays shall be of sufficient length to allow for the offering of six (6) hours per day, to include lunch and reasonable breaks subject to agreement with the Federation. The Board reserves the right to schedule teacher workdays, but there shall be no break (other than weekends and holidays) between the first teacher workday(s) and the first student school day.

- B. Teachers on bus duty shall remain at their posts until the school buses have departed or until twenty (20) minutes after dismissal time, whichever is later. If the bus(es) do not arrive within the twenty (20) minute time span, one (1) teacher shall remain on duty until the last bus arrives. Building administrators shall develop a schedule of potential "late" bus duty so that all teachers under their charge shall be treated equitably. Bus/line duty schedules and extra late duty schedules shall be posted and distributed to the staff members during the first week of school.
- C. Each teacher shall establish a regular weekly conference period, not less than one hour in length, after school hours for appointments with parents or students, remedial and make-up work, or such other duties as assigned by the Superintendent or their designee. Except in an emergency, the schedule shall be strictly maintained. Each teacher shall also be available for a parent conference during the same time period, on any school day, upon 24-hour notice. In lieu of the weekly conference period above, the Principal may schedule as a staff meeting with not less than one (1) weeks notice.
- D. All other required professional meetings, whether for building staff, grade levels, *etc.*, and parent conferences, shall be scheduled at least two (2) days in advance on half-days.
- E. Teachers shall receive no reduction in pay and shall receive no charge against sick leave or other leave in cases of abbreviated school days due to snow or other emergencies.
- F. All teachers shall be in their assigned buildings at least twenty (20) minutes prior to the start of the student school day and shall remain in their buildings no less than twenty (20) minutes following dismissal of students.
- G. The Board, through its administration, may schedule meetings listed in the school system's staff development plan at various times during and after the teacher work year outside of regular work hours, at which teachers' attendance shall not be mandatory.
- H. Those teachers who do conduct or make formal presentations at meetings that are scheduled during regular school hours shall not be paid for the time spent in the actual presentation.
- I.
  - 1. The Board, through its administration, may also schedule certain meetings at various times during and after the teacher work year outside of regular work hours, at which teachers' attendance shall not be mandatory, for staff or curriculum development and designate such meetings as paid meetings. The process of curriculum writing and development is a paid duty. Meetings at which curriculum or curriculum implementation are discussed, evaluated or critiqued are unpaid.
  - 2. Those teachers who do attend such after school meetings listed as paid staff or curriculum development meetings shall be paid at the rate of thirty-five (\$35) dollars per hour (prorated to the nearest quarter hour) for the teachers' actual attendance during such meetings.
- J. No payment shall be made for attendance at required meetings, such as staff meetings, the frequency and duration of which shall be in the discretion of the administration. Meeting notices shall specify whether the meeting is mandatory (unpaid) or voluntary (paid).

## **ARTICLE VIII CLASS SIZE**

The Board and the Federation agree to the following class size goals: a limit of 32 pupils in no more than 14 classrooms. All other classrooms shall be 30 or less. The class size of labs will take into account, but not be bound by, recommended safety guidelines. Any exception shall be determined jointly by the Superintendent and the executive committee of the Federation. It shall not constitute a violation of this Article if a class size is increased as a direct result of compliance with any State or Federal law, provided, every reasonable effort will be made to assign students to teachers in the affected grade/school with the lowest number of students.

## **ARTICLE IX ASSIGNMENTS AND TRANSFERS**

### **A. Assignments**

1. "Assignment" shall be defined as the grade level teaching responsibilities in the case of elementary schools, or a change in subject matter taught within a department in the case of the middle or high schools.
2. The assignment of teachers is the responsibility, of the Superintendent. The primary factor in making assignments is the best interests of the students and educational programs of the school system. Teachers' requests for changes in assignments will be given priority consideration when not in conflict with the primary factor.
3. Teachers may, no later than thirty (30) school days before the end of the school year, indicate in writing to their principals their preference in subject, grade and department assignments for the following year. These forms may be updated by the teacher at any time. Such preferences shall be honored, where possible, in deciding assignments, to the extent consistent with the provisions of this Agreement and with the Administration's determination of the best interests of the school system.

Under normal circumstances, teachers shall be notified prior to the end of the school year of the following matters concerning the Administration's decision regarding their tentative assignments for the succeeding year: a. Subjects and grade levels to be taught; b. Special or unusual classes and grade levels to be taught; and c. Periods and rooms to which they will be assigned. Administration changes of such tentative assignments shall be communicated as soon as possible to the impacted teacher(s).

4. All teachers shall commence their assignments on the first day of the student school year.
5. Teachers shall be given within the first fourteen (14) calendar days of the start of the school year all educationally pertinent data available concerning any pupil identified as having special service needs and/or accommodations that are enrolled in the teacher's assignment.
6. It is understood that all information detailed above is subject to change because of changes in subject or student enrollments, budgetary modifications, staff and programming exigencies.



**B. Transfers**

1. Transfer shall be defined as a change in teaching assignment to a different school in the case of elementary schools, or a change in department in the case of the middle, high school and/or Alternative setting as approved by the Board.
2. The primary factor in deciding any questions related to transfers shall be what is in the best interests of the Ansonia school system. The preferences of an individual teacher, as indicated on the most current preferences expressed in Section A.3 of this Article, shall be honored to the extent that such preferences are consistent with the Administration's determination of the needs and best interests of the school system and the pupils. When a vacancy or a new position occurs within a school or department, qualified teachers now in service shall have the right to make an application and receive first consideration for the position.
3. When a reduction in the number of teachers in a school is necessary, qualified volunteers shall be transferred first.
4. In no case shall a teacher be transferred to a position outside his/her current range of certification.
5. When involuntary transfers are necessary, the Administration shall, in addition to the criteria identified above, also include certification, experience, ability and qualifications of the potentially impacted teachers. All things being equal, involuntary transfers shall be determined by the length of service as an Ansonia teacher, with teachers who hold the least seniority being involuntarily transferred first.
6. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designees, at which time the teacher shall be notified of the reason(s) for the transfer. The Teacher may bring a Federation Representative to this meeting. If the Teacher believes that he/she has been aggrieved by the transfer, he/she may initiate a formal grievance at Level Three. Prior to any involuntary transfer taking place within the Teachers' unit, the President of the Ansonia Federation of Teachers will be notified in writing of such transfer.
7. Notwithstanding the foregoing, the Superintendent may involuntarily transfer a teacher if it is in the best interest of the Ansonia Public Schools. Any such decision shall be subject to the grievance and arbitration provisions of this Agreement. Involuntary transfers shall not be made in an arbitrary or capricious manner.

**C. Vacancies, New Positions, Posting**

1. All classroom vacancies during the school year (which shall exclude coaching and co-curricular activities) shall be posted on the District on-line employment application platform for a period of no less than five (5) school days. Teachers may apply for such vacancies within fourteen (14) calendar days of the initial posting date. Placement in such openings shall be effective as determined by the Administration.
2. All vacancies occurring after the close of school shall be filled after reviewing the most current teacher preference forms, as indicated on the most current preferences expressed in Section A.3 of this Article.
3. The Superintendent or his/her designee shall carefully consider each application or Teacher Assignment Preference Form in relation to the needs of the educational program. Teachers who meet the needs of the educational

program shall be given priority, on the basis of system-wide seniority, for available transfers to vacancies and new positions. A junior teacher may, however, be awarded the position if his/her teaching level, experience and overall performance for the Ansonia Public Schools as evidenced by: a. the contents of the teacher's personnel file; or, qualifications as determined by certification and teaching experience in the same subject area within the five (5) previous years; and b. possesses significantly greater professional value as a teacher and, therefore, should be retained in preference to a more senior teacher. If the abilities, experience and qualifications of two or more applicants are equal, then the senior teacher shall be awarded the position.

4. When a vacancy occurs during the summer vacation, it shall be posted on the Board website, with a hard copy sent to the Union president(s). During the summer months interested teachers should check the website for relevant postings.

**D. Seniority Provision**

1. Definition:

Seniority shall be defined as the length of continuous service in the Ansonia School System commencing with (1) the date of contract signing or (2) the date of employment approval by the Board, whichever is earlier. Any continuous service interrupted by one of the authorized unpaid provisions shall not be affected except that those months and/or years of authorized leave shall be excluded. Any teacher who has been terminated and recalled from the Recall List shall be treated for this purpose as though he/she were on authorized leave.

2. In the event that application of the above criteria is not sufficient to determine seniority ranking, the following additional criteria will be considered in the order listed:
  - a. Total years of service as a certified teacher for the Board.
  - b. Total years of service as a certified public-school teacher in Connecticut.
  - c. Degree status (highest degree - date degree awarded).

## **ARTICLE X**

### **REDUCTION IN FORCE AND RECALL**

**A. Professional Staff Reduction and Recall Procedures**

Recognizing that it may become necessary to reduce professional staff positions in certain circumstances, the following procedures are intended to provide a fair and orderly process should such reductions become necessary.

**B. Procedure**

1. The Board may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be affected, if any, or what other staffing changes will be made to effectuate the purpose of the reduction in force. When the Board votes to eliminate a teaching position, the position deemed eliminated will be that held by the least senior teacher in the department, subject area, or grade level.

2. Prior to commencing action to terminate or reduce teacher contracts under this Article, the Board will give due consideration to its ability to effectuate reduction in staff by attrition.
3. If the position of a teacher who has attained tenure status is eliminated or reduced by the Board, such teacher will be assigned to an available position for which he/she is certified and qualified. Available positions shall include those held by non-tenured teachers as well as positions held by tenured teachers with fewer years of service who meet the needs of the educational program and as subject to such other rights as herein defined.
4. The determination as to which teacher will be displaced by another under the provisions of this Article shall be made by the Board's Administration, subject to rights as herein defined.
5. Any teacher who is assigned under the provisions of this section to an available position requiring different certification than under his/her current assignment shall be required, as a condition of continued employment, to take and complete, at his/her own expense, subject matter/grade level refresher courses for six (6) college academic credits during the twelve (12) month period immediately following assignment to the new position. In the case of appointment assignment to a subject matter/grade level position, this requirement will be waived if the staff member so assigned has earned six (6) college credits in, or has taught in the subject area related to the position for one full school year within the five (5) year period immediately preceding the assignment. The course work necessary to meet the requirements of this paragraph shall be approved in advance by the Superintendent.

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

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, even if the teacher whose contract is to be terminated or reduced because of reduction in force is qualified and certified for the promotional position.

**D. Recall Procedure**

1. The name of any teacher whose contract of employment has been terminated or reduced because of position elimination or a reduction in force shall be placed upon a recall list and shall remain on such list for a period of two (2) years, or for the length of the teacher's employment, whichever is less.
2. Any offer of employment or increase in full-time equivalency ("FTE") under the provisions of this policy shall be made by written notification, by registered mail, sent to the teacher's last known address at least thirty (30) days prior to the anticipated date of employment or increase in FTE. Any offer so made shall be accepted or rejected in writing within ten (10) days of receipt of the written notification. If the appointment is accepted, the teacher shall, where possible, receive a written contract of employment within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment or increase in FTE, or does not respond to the offer within ten (10) days of receipt of notification, the name of the teacher will be removed from the recall list.

3. Offers of employment to teachers whose names appear on a recall list and who meet the needs of the educational program shall be on the basis of certification, qualifications as determined by the Board's Administration and subject to such other rights as herein defined.
4. Any teacher who accepts an offer of employment under the provisions of this Article shall return to the step in the salary schedule held at the time of termination.
5. Upon expiration of any leave, if no position is available, the name of the teacher returning from leave shall be placed on the recall list, subject to the same terms and time limits as others on the list.

## **ARTICLE XI**

### **WORKING CONDITIONS - SCHEDULES**

#### **A. Preparation Periods**

1. Each teacher shall have one (1) preparation period per day.
2. Each teacher shall use the preparation period for professional purposes, including work on curriculum, preparation for class, correcting papers, *etc.* Each teacher, at the request of the Principal, shall notify the Principal of his/her whereabouts during each preparation period. Reasonable exceptions may be made by the Principal so that the teacher can perform school-related duties and responsibilities during preparation periods, including the purview to take thirty-five (35) minutes from four (4) preparation periods per month at the elementary level for the purposes of matters such as embedded professional development, review of data, review of best practices, and team/grade level planning with literacy or math specialists.
3. Administration will not direct teachers to do curriculum writing and development during planning periods except in accordance with the provisions of subsection A.2.
4. Every effort will be made to avoid scheduling PPTs or Child Study Teams during planning periods. When a PPT must be so scheduled for a teacher more than twice per month, teachers will be given compensatory time equal to the time lost.
5. If an emergent situation dictates that a required professional development activity results in a loss of planning time, teachers will be given compensatory time equal to the time lost.
6. If Administration requires that a Child Study Team meeting be held resulting in a loss of planning time, teachers will be given compensatory time equal to the time lost.

#### **B. Elementary School Noon-Time Supervision**

Each teacher in the elementary schools shall undertake noon-time supervision at no more than one 10-minute lunch period each week. Each teacher shall be in his/her classroom upon the return of pupils for the beginning of the afternoon session. No teacher, however, shall be required to be in his/her classroom prior to the return of pupils.

**C. Classroom Interruptions**

The Board and the Federation agree that in the interest of the continuity of the learning process, classroom interruptions are to be permitted only in case of emergency or when no other reasonable alternative is possible. Nothing herein shall, however, preclude an administrator from entering the classroom to perform an observation required by the teacher evaluation plan.

**D. In-System Substitute**

1. Teachers who are required to teach an extra class beyond the normal teaching assignment shall be paid at the rate of three thousand one hundred (\$3,100) dollars for a full year assignment. Payment for such services shall be made with the first paychecks in February and June. Any such teaching assignment shall be offered to volunteers who are teaching the same subject in the building in which the assignment occurs, prior to assigning the extra class on an involuntary basis.
2. In the absence or unavailability of a teacher ("absent teacher"), and in the event no substitute teacher is available, another teacher from that school may be requested or required to substitute teach in the absent teacher's assignment and shall receive additional compensation at the rate of \$15 per hour, or a proportionate part thereof, in accordance with the length of the class for which substitute service was provided. Payment for such services shall be made with the first paychecks in February and June.
3. In the event individual class substitute coverage is deemed necessary by the Administration, administrators will first seek volunteers. If no volunteers are available, Administration will assign teachers to single class coverage on an equitable rotation basis.

**E. Lunch Periods**

Except as required by cyclical scheduling necessities, each teacher shall have a lunch period equal to that of the students. The teacher shall be in his/her classroom upon the return of the pupils, but shall not be required to be in the classroom prior to the return of said pupils, unless required by an IEP or Section 504 plan for one or more of the teacher's students.

**F. No School Notification**

Except in extenuating circumstances, a New Haven, Bridgeport, Waterbury, and Hartford radio station shall be notified no later than 7:00 A.M. if school is to be closed or delayed due to inclement weather or other emergency conditions.

**G. Professional Commitment**

All teachers shall, as part of the professional commitment to provide broad educational experiences to children, accept responsibility for other extra-classroom duties, (in addition to parent-teacher conferences) including up to two (2) evening programs per school year as assigned by the building principal.

## ARTICLE XII OTHER WORKING CONDITIONS

### A. Personnel Files

1. Teachers shall have the right, during regular office hours, to schedule an appointment to inspect their own personnel files, with the exception of materials originating other than locally, and to answer anything therein. However, teachers shall not have the right to remove the file or any of its contents from the Administration office. Copies of such files may be requested by the teacher and will be provided no more than once per year. Subsequent to the first copy so requested, only new information need be provided in response to later requests for copies.
2. The Board agrees to treat these personnel files with the highest degree of confidentiality permitted by law. The parties agree to develop a protocol for public access, consistent with this paragraph.
3. Files may be updated at the request of the teacher with the agreement of the Superintendent.
4. No matter pertaining to a grievance shall be included in any teacher's file. No matter pertaining to a grievance shall be considered in decisions regarding re-employment, assignment, or promotion, unless the grievance directly involves the same.
5. The teacher shall be notified when disciplinary material is placed in his/her personnel file unless such material is included at the teacher's request.
6. No documentary information in the possession of the Board, which is not available for inspection by the teacher, shall be used as evidence in any hearing or other punitive action against the teacher.

### B. Collection of Monies

Teachers shall not be obligated to collect money from students for any purpose.

### C. Student Performance

In matters concerning classroom performance of students, no final decisions shall be determined without full participation by the teacher.

### D. School Facilities

1. Provided that no substantial capital expenditure is necessary, the Board agrees to provide at each school building:
  - a. Parking facilities, possibly by use of parking permit stickers on faculty automobiles.
  - b. An equipped workroom to be used by teachers in preparing instructional materials.
  - c. A furnished room to be used as a faculty lounge.
  - d. Consultation rooms for testing purposes and teacher-parent interviews.
  - e. Bulletin boards in each building for the exclusive use of the Federation for purposes of posting material dealing with proper and legitimate Federation business.

- f. At the high school, a preparation period room shall be provided and shall contain equipment for the use of teachers in preparing for classes, *etc.*
  - 2. The Board shall reimburse the teacher for loss, destruction, or damage to personal property in the schools whenever caused by negligence of the Board.
- E. **Protection of Personal Property**  
The Board agrees to provide and maintain for each teacher some place in the school building where his/her personal belongings may be stored by lock and key.
- F. **Elimination of Hazards**  
The Board shall make all reasonable efforts to keep stairs, sidewalks and parking areas free of ice and snow prior to the opening of school.
- G. **Grooming and Attire Policy**  
Teachers shall abide by Board Guidelines in grooming and attire on student contact days.

### **ARTICLE XIII**

### **TEACHER PROTECTION**

- A. If a teacher is absent from school as a result of physical injury caused by student violence, which injury is incurred in the course of the teacher's employment or is caused by such employment, the teacher shall be paid his/her full salary (less any Workers' Compensation awards attributable to salary) during such absence, for a period up to one (1) year from the date of violence, which absence shall not be charged to the teacher's annual or accumulated sick leave. The Board may require the teacher to have a physical examination by a doctor chosen by the Board for the purpose of determining whether the absence is warranted by the extent and nature of the injury. In this event, the doctor's decision shall be binding upon the Board and the teacher.
- B. No teacher shall be disciplined without just cause.

### **ARTICLE XIV**

### **SALARIES AND SEVERANCE PAY**

- A. **Salary Level Definitions**
  - 1. Level One - Those holding a Bachelor's degree.
  - 2. Level Two - Those who have earned a Master's Degree.
  - 3. Level Three - Those who have:
    - a. earned a CAGS, or
    - b. earned two (2) Master's Degrees, or
    - c. earned one Master's Degree and subsequently have completed a planned Graduate Program totaling at least thirty (30) credits which has been approved in advance by the Board; or
    - d. earned a sixty (60) credit Master's Degree required for specific job titles (*e.g., Social Workers, School Psychologists, etc.*)

4. Level Four
  - a. Those who have earned a Doctorate Degree (other than a Juris Doctor Degree), or
  - b. Those who have earned three (3) Master's Degrees.
- B. No teacher employed by the Board as of June 30, 1998 shall be reduced in salary level as a result of the above definitions.
- C. For purposes of this Article, a Master's Degree shall be defined to mean either an earned Master's Degree or a Sixth Year Educator's Certificate (CAGS) awarded by an accredited College or University.
- D. Board approval is deemed to be granted, without the need for the teacher to make application for course work in a planned program in:
  1. Guidance
  2. Special Education
  3. Administration
  4. Education
  5. Any subject area in which the teacher is certified at the time the program of study is commenced.
  6. Any subject area in which the teacher has taught one full year in Ansonia, within three (3) years from commencement of the planned program.
- E. All course work must be taken at schools for which accreditation is recognized by the Connecticut Department of Education.
- F. The Board shall hear all requests for approval of planned programs at its next regular meeting and shall decide upon such approval no later than its next succeeding regular meeting.
- G. Salary Level Advancement
  1. Notification of qualification for placement on a higher level must be received in the office of the Superintendent prior to the opening of school if such placement is to be effective for the school year.
  2. Staff members completing requirements for placement on a higher level before February 1st of any year will receive one-half of the differential between the levels only if notification is given, prior to September 15th, that such requirements will be completed during the first half of the school year.
- H. Salary Schedule

Teacher salaries for the 2022-26 school years shall be as shown in Appendix A.
- I. Salary Payments
  1. A teacher may choose either one of the following options regarding method of payment:
    - a. Twenty-two (22) equal bi-weekly payments beginning with the first regularly scheduled pay day after the start of the school year and paid in accordance with the Board's regular bi-weekly payroll schedule.
    - b. Twenty-one (21) payments paid in equal installments beginning with the first regularly scheduled pay day after the start of the school year.



The twenty-second paycheck will be a lump sum “balloon” check paid in accordance with the Board’s regular bi-weekly payroll schedule.

2. Staff members opting for option 1.b. must notify the Superintendent prior to August 15 of each school year.

**J. Salary Schedule Effective Date**

Teacher salary schedules shall become effective on the dates indicated.

**K. Severance Pay**

Upon death of a tenured teacher, or retirement under the provisions of the State Teachers' Retirement Act, a teacher shall be entitled to severance pay equal to his/her unused accumulated sick leave days multiplied by sixty dollars (\$60).

**ARTICLE XV  
LONGEVITY**

- A.** In addition to the basic rate of compensation, each teacher hired prior to July 1, 2023, shall be paid a longevity increment according to the following schedule:

**Annual Longevity Increment**

- |    |  |       |
|----|--|-------|
| 1. | After twenty (20) years of Service in Ansonia<br>(to be paid in a lump sum in September of<br>the twenty-first thru twenty-fifth years of<br>employment)           | \$450 |
| 2. | After twenty-five (25) years of Service in Ansonia<br>(to be paid in a lump sum in September of<br>the twenty-sixth thru thirtieth<br>years of employment) .....   | \$500 |
| 3. | After thirty (30) years of<br>Service in Ansonia (to be paid<br>in a lump sum in September of<br>the thirty-first thru thirty-<br>fifth years of employment) ..... | \$550 |
| 4. | After thirty-five (35) years of<br>Service in Ansonia (to be paid<br>in a lump sum in September of<br>the thirty-sixth thru fortieth<br>years of employment) ..... | \$600 |
| 5. | After forty (40) years of Service<br>in Ansonia (to be paid in a lump<br>sum in September commencing with<br>the forty-first year of employment) .....             | \$650 |

- B.** Each payment is contingent upon return to employment during the school year in which payment is to be made.

- C.** Retirees who complete their final year of service and who are eligible for benefits under the Connecticut State Teacher Retirement Act shall receive their final longevity payment in June, provided the Board has been notified of their retirement by March 1 of the school year prior to retirement. Absent timely notice in accordance with this

provision, said payment will, at the Board's option, be paid in the fiscal year following retirement.

## ARTICLE XVI PART-TIME TEACHERS AND LONG-TERM SUBSTITUTES

### A. Part-time Staff Members

1. Any teacher employed by the Board for in less than a 1.0 FTE position shall be considered a part-time teacher for other than tenure purposes and shall be compensated on a prorated basis from the teacher salary schedule on a fractional basis in accordance with the percentage of teaching time assigned to such part-time teachers.
2. Part-time teachers receiving a salary of 50% or more of the applicable step on the teacher salary schedule shall move vertically on the salary schedule from their step each year in which step advancement takes place, and shall receive one year credit on the seniority list for each year of service in the system as defined in the Professional Staff Reduction and Recall Procedure. These teachers shall be entitled to the same benefits as all other 1.0 FTE teachers. These teachers shall share in the duties and responsibilities as all 1.0 FTE teachers.
3. Part-time teachers working at least 50% of a 1.0 FTE assignment shall receive the full benefits of the leave provisions and the working conditions provisions of this contract and shall be entitled to prorated insurance benefits in the same proportion as the proration for salary. These teachers shall also be protected under the various provisions and articles of this contract. The part-time proration of insurance premiums shall apply only to those teachers who are hired by the Board on or after July 1, 1992. By way of example, a 60% (0.6 FTE) teacher who is hired on or after July 1, 1992 shall receive Board contributions towards premium of 60% of the Board contribution rate for the applicable contract year, *i.e.*, if the Board 1.0 FTE contribution rate is 80%, the Board shall contribute 48% of the premium for a 0.6 FTE teacher, and the 0.6 FTE teacher will pay the remaining 52% of the insurance premiums by payroll deduction.

### B. Part-time Staff Members - Less than Fifty (50%) Percent

1. The longevity payments of part-time teachers assigned to less than a 0.5 FTE position shall be prorated on a basis similar to with the same method as the salary proration herein.
2. For purposes of advancement on steps, accumulation of longevity benefits and accumulation of seniority, part-time teachers assigned to less than a 0.5 FTE position shall be credited with one (1) year of service in accordance with the following schedule:

<b>Percentage of Teaching Duties</b>	<b>Years to Accumulate One Year Credit</b>
--	--

20% or less	4 Years
30% or less	3 Years
49% or less	2 Years

3. Part-time teachers who work less than fifty (50%) percent of the regular assigned schedule will be entitled to participate in the insurance benefit program at their own cost.

**C. Long-Term Substitutes**

1. After forty (40) school days in the same teaching assignment in a single school year, certified substitute teachers shall become members of the teacher bargaining unit under the following conditions commencing on the forty-first (41st) such day:
  - a. Salary shall be Step 1, Level One of the teacher salary schedule;
  - b. Sick leave shall be accumulated at the rate of 1 ½ days per month (or major portion of a month);
  - c. Union Security (Article XIX) shall apply;
  - d. If a regular teaching position is offered at the beginning of the following year with no interruption in service, seniority shall be retroactive to the forty-first (41st) day of the long-term substitute assignment. Otherwise, seniority shall not accrue during the substitute assignment.
2. The following contractual benefits shall not apply to long-term substitutes:
  - a. Personal leave;
  - b. Extended sick leave;
  - c. Other leave;
  - d. Transfer, vacancies, posting rights, layoff and recall;
  - e. Severance pay;
  - f. Insurance benefits;
  - g. Tuition reimbursement.

**ARTICLE XVII**  
**INSURANCE BENEFITS**

- A. The following health and dental insurance coverage will be made available to each teacher in accordance with their full-time equivalent status as denoted in Article XVI:
  1. A high deductible health insurance plan as described in Appendix D. The deductibles shall be \$2,500/\$5,000, paid by the participating teacher. The Board shall provide a health savings account for each participating teacher. (See, Appendix D attached)
  2. Dental insurance summarized in Appendix E.
  3. Employees not able to participate in the HSA plan set forth in Appendix D may participate in a Health Reimbursement Account with the same deductibles.
- B.
  1. Effective July 1, 2022, employees shall contribute five (5%) percent of the cost of health and dental insurance.

2. Effective July 1, 2023, employees shall contribute six (6%) percent of the cost of health and dental insurance.
  3. Effective July 1, 2024, employees shall contribute seven (7%) percent of the cost of health and dental insurance.
  4. Effective July 1, 2025, employees shall contribute eight (8%) percent of the cost of health and dental insurance.
- C. Life insurance - \$50,000 individual term life insurance (100% of premium paid by the Board). Employees may purchase additional coverage subject to the requirements of the insurance carrier.
- D. Part-time teachers working at least fifty (50%) percent (0.5 FTE) of the normal work schedule shall receive health insurance benefits after payment of their employee premium share prorated in accordance with Article XVI. Part-time teachers working less than fifty (50%) percent (0.5 FTE) shall be responsible for 100% of their insurance premiums.
- E. All employees who are subject to premium sharing, as a condition of enrollment in the foregoing program of health and dental insurance, shall sign and deliver appropriate payroll withholding authorization forms to the Board, authorizing the withholding of the employee's share of insurance premiums from wages, salary and/or stipends. Failure to deliver timely withholding authorization forms shall result in exclusion from the insurance program. Upon receipt of a properly executed payroll withholding authorization form, the Board shall request reinstatement of insurance as soon as practicable, subject to any re-enrollment requirements of the insurance carrier.
- F. The Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the teachers' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Federation nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.
- G. Change of Insurance Carriers
- The Board shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverage set forth above, and provided further that coverage which results from any change in carriers and/or self-insurance is substantially equivalent or better in benefits and administration. In the event the Board switches to a self-insured insurance model, the Board agrees to incorporate all State and Federal mandates applicable at the time of the switch into the plan.
- The Federation President shall be notified in writing at least ninety (90) days prior to any change in carriers and/or self-insurance and shall be given a copy of the new insurance plan design and supporting cost documentation. Should the Federation and the Board disagree that the change proposed will not provide benefits and

administration substantially equivalent to or better than the existing coverage, at no additional cost to staff members, the disagreement(s) shall be subject to impartial binding arbitration as set forth in Article III of this Agreement. No changes shall be made until the Arbitrator has rendered his/her award. The Board and the Federation mutually agreed upon the selection of an Arbitrator, or the case will be submitted to American Arbitration Association and be bound by their rules and procedures.

**H. Insurance Waiver**

Teachers may elect to waive, in writing, the health insurance coverage provided under Article XVII, and in lieu thereof receive an annual payment of \$2,000 single; \$4,000 two person; \$6,000 family (or \$1,750, \$3,500, and \$5,250 if retaining Dental), from the Board for each year during which the teacher continues to elect not to participate in such coverage, paid on a quarterly basis, e.g. one-quarter of said amount for each full quarter the teacher waives insurance. In order to receive such payment, an eligible employee must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each year. Such teachers may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the teacher shall only receive a pro-rated portion of the waiver stipend provided under this section.

## **ARTICLE XVIII TUITION AND MILITARY**

**A. Tuition Costs**

A fund shall be established in the amount of \$10,000 per year to reimburse teachers for tuition payments. Tuition reimbursement will be capped at 50% of the cost of tuition for a graduate credit at Southern Connecticut State University.

Teachers shall be reimbursed for tuition costs under the following conditions:

1. No more than six (6) credits shall qualify for reimbursement in any contract year.
2. Only courses to the teacher's assignment shall qualify for reimbursement.
3. All courses must be approved as appropriate in advance by the Superintendent.
4. No reimbursement shall be made for courses leading to any change in salary status or for courses required for certification.
5. When any course for which tuition has been reimbursed under these provisions is utilized in meeting requirements for a degree or other program leading to a change in salary status, the teacher shall return the tuition payment to the Board.
6. Reimbursement will be made for approved credits on submission of evidence of a grade of "B" or better and receipt for tuition charges incurred.

**B. Credit for Military Service**

Credit on the salary schedule shall be given for up to three (3) years of military service provided that such service interrupted teacher training or teaching service.

**ARTICLE XIX**  
**UNION SECURITY**

- A. All teachers who sign and deliver to the Board an authorization to deduct Federation dues from their salaries shall have such dues proportionally deducted from each paycheck. Said forms shall continue in effect from year to year unless such teacher shall notify the Board in writing to cease such deductions.
- B. The Federation shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken as a result of this Article.

**ARTICLE XX**  
**GENERAL**

**A. Copies of Board's Minutes and Agenda**

Copies of the Board's minutes shall be provided to the Federation President if said minutes are not published on the Board's or City of Ansonia's websites. Copies of the agenda of the Board's meetings shall be sent to the Federation President at the same time and manner as that they are sent to the Board members.

**B. Copies of Agreement**

The Board agrees to make this Agreement available electronically to the Federation and members of the bargaining unit.

**C. Board's Rules and Regulations**

In the event of a conflict between a specific provision of this Agreement and any provision contained in Board Policy, the specific provisions of this Agreement shall prevail during its term.

**D. Accumulated Leave Statement**

Each teacher will be provided in October with a statement of his/her accumulated leave.

**E. Available Information**

Any and all public information, statistics and records that are not in the public domain will be made available to the Federation upon its request.

**F. No Strike Provision**

The Federation agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any teacher during the period of this Agreement or any extension thereof.

G. Gender

Throughout this Agreement the singular shall mean the plural, the plural shall mean the singular and gender shall be interchangeable where the context so requires.

H. Definitions

Unless otherwise specified in the Agreement, a “day” or “days” as used herein shall be defined as a calendar day consisting of 24 hours; a “week” shall be defined as seven (7) calendar days; and a month shall be defined as four (4) calendar weeks.

## ARTICLE XXI MANAGEMENT RIGHTS

- A. The Board and the Superintendent reserve and retain, solely and exclusively, full rights authority and discretion to control, supervise and manage the school system and its employees as such rights existed prior to the execution of this Agreement, except as may have been modified herein. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board (including, but not limited to, the assignment, transfer, or promotion of teachers, the summer programs, or the numbers, categories or priorities of specialists or other employees to be employed), the decision of the Board shall be final and binding if made in good faith--i.e. not arbitrarily, capriciously or without rational basis in fact--except where some other standard of grievability or arbitrability is set forth in this Agreement. The Federation agrees that the functions and rights of management belong solely to the Board and that the Federation will not interfere with the Board's exercise of these rights and functions.

1. Enumerated Rights

The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel, manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation, provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes, decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of Board personnel required to promote the efficient operation of the school system; distribute work to Board employees in accordance with the job content and job requirements determined by the Board; establish assignments for Board personnel; transfer Board personnel; determine the procedures for promotion of Board personnel; create, enforce, and from time-to-time change rules and

regulations concerning discipline and safety of Board personnel; discipline, suspend or discharge Board personnel; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

2. Unenumerated Rights

The listing of specific rights in subsection A.1 of this section is not intended to be inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been previously exercised by the Board.

- B. The Board shall not, however, exercise any of its authority in contravention of a specific provision of this Agreement.

**ARTICLE XXII  
SAVING CLAUSE**

- A. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation with the Federation.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXIII  
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect during the period July 1, 2022 through June 30, 2026 and shall be binding on the parties during its term.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 7 day of March, 2023.

**ANSONIA BOARD OF EDUCATION**

By Richard M. B. Shava

Its \_\_\_\_\_

**ANSONIA FEDERATION OF TEACHERS**

Matt Agge

\_\_\_\_\_



**APPENDIX A**  
**(Page 1 of 4)**  
**SALARY SCHEDULE July 1, 2022 - June 30, 2023**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>Masters+30/CAGS</b>	<b>Doctorate</b>
<b>1</b>	\$48,573	\$54,477	\$62,431	\$69,473
<b>2</b>	\$50,413	\$56,401	\$64,315	\$71,368
<b>3</b>	\$52,254	\$58,325	\$66,199	\$73,263
<b>4</b>	\$54,094	\$60,249	\$68,083	\$75,158
<b>5</b>	\$55,934	\$62,173	\$69,967	\$77,053
<b>6</b>	\$57,775	\$64,097	\$71,851	\$78,948
<b>7</b>	\$59,615	\$66,021	\$73,735	\$80,843
<b>8</b>	\$61,456	\$67,945	\$75,619	\$82,738
<b>9</b>	\$63,296	\$69,869	\$77,503	\$84,633
<b>10</b>	\$65,132	\$71,793	\$79,387	\$86,528
<b>11</b>		\$73,717	\$81,271	\$88,423
<b>GF/12</b>	\$68,189	\$75,641	\$83,155	\$90,318
<b>13</b>		\$77,565	\$85,039	\$92,213
<b>14</b>		\$79,489	\$86,923	\$94,108
<b>15</b>		\$81,413	\$88,807	\$96,003
<b>16</b>		\$83,337	\$90,691	\$97,898
<b>17</b>		\$85,261	\$92,575	\$99,793
<b>18</b>		\$87,185	\$94,459	\$101,688
<b>19</b>		\$89,109	\$96,343	\$103,574

**Effective January 1, 2023, teachers shall advance to the step on the wage schedule which is commensurate with their years of employment by the Ansonia Public Schools, e.g., a teacher teaching in Ansonia for 15 years and currently on Step 10 would move to Step 15.**

**APPENDIX A**  
(Page 2 of 4)  
**SALARY SCHEDULE July 1, 2023 - June 30, 2024**

Old Step	New Step	BA	MA	Masters+30/CAGS	Doctorate
<b>1</b>	<b>1</b>	<b>\$50,493</b>	<b>\$53,650</b>	<b>\$58,006</b>	<b>\$62,358</b>
<b>2</b>	<b>2</b>	<b>\$52,008</b>	<b>\$55,259</b>	<b>\$59,746</b>	<b>\$64,229</b>
<b>3</b>	<b>3</b>	<b>\$53,568</b>	<b>\$56,917</b>	<b>\$61,538</b>	<b>\$66,156</b>
4	1	\$55,175	\$58,624	\$63,384	\$68,141
5	2	\$56,830	\$60,383	\$65,286	\$70,185
6	3	\$58,535	\$62,195	\$67,245	\$72,291
7	4	\$60,291	\$64,061	\$69,262	\$74,460
8	5	\$62,100	\$65,983	\$71,340	\$76,694
9	6	\$63,963	\$67,962	\$73,480	\$78,995
10	7	\$65,882	\$70,001	\$75,684	\$81,365
11	8	\$67,858	\$72,101	\$77,955	\$83,806
12	9	\$69,894	\$74,264	\$80,294	\$86,320
13	10		\$76,492	\$82,703	\$88,910
14	11		\$78,787	\$85,184	\$91,577
15	12		\$81,151	\$87,740	\$94,324
16	13		\$83,586	\$90,372	\$97,154
17	14		\$86,094	\$93,083	\$100,069
18	15		\$88,677	\$95,876	\$103,071
19	16		\$91,337	\$98,752	\$106,163

Note: Teachers not already at the top step as of June 30, 2023 will be advanced three (3) steps effective July 1, 2023.

**APPENDIX A**  
(Page 3 of 4)  
**SALARY SCHEDULE July 1, 2024 - June 30, 2025**

Old Step	New Step	BA	MA	Masters+30/CAGS	Doctorate
<b>1</b>	<b>1</b>	<b>\$51,503</b>	<b>\$54,723</b>	<b>\$59,166</b>	<b>\$63,605</b>
<b>2</b>	<b>2</b>	<b>\$53,048</b>	<b>\$56,364</b>	<b>\$60,941</b>	<b>\$65,514</b>
<b>3</b>	<b>3</b>	<b>\$54,639</b>	<b>\$58,055</b>	<b>\$62,769</b>	<b>\$67,479</b>
<b>4</b>	<b>4</b>	<b>\$56,279</b>	<b>\$59,796</b>	<b>\$64,652</b>	<b>\$69,504</b>
<b>5</b>	<b>1</b>	\$57,967	\$61,591	\$66,592	\$71,589
<b>6</b>	<b>2</b>	\$59,706	\$63,439	\$68,590	\$73,737
<b>7</b>	<b>3</b>	\$61,497	\$65,342	\$70,647	\$75,949
<b>8</b>	<b>4</b>	\$63,342	\$67,303	\$72,767	\$78,228
<b>9</b>	<b>5</b>	\$65,242	\$69,321	\$74,950	\$80,575
<b>10</b>	<b>6</b>	\$67,200	\$71,401	\$77,198	\$82,992
<b>11</b>	<b>7</b>	\$69,215	\$73,543	\$79,514	\$85,482
<b>12</b>	<b>8</b>	\$71,292	\$75,749	\$81,900	\$88,046
<b>13</b>	<b>9</b>		\$78,022	\$84,357	\$90,688
<b>14</b>	<b>10</b>		\$80,363	\$86,888	\$93,409
<b>15</b>	<b>11</b>		\$82,774	\$89,495	\$96,210
<b>16</b>	<b>12</b>		\$85,258	\$92,179	\$99,097
<b>17</b>	<b>13</b>		\$87,816	\$94,945	\$102,070
<b>18</b>	<b>14</b>		\$90,451	\$97,794	\$105,132
<b>19</b>	<b>15</b>		\$93,164	\$100,727	\$108,286

**Teachers not already at the top step as of June 30, 2024 shall advance one (1) step at the beginning of the 2024-25 school year.**

**APPENDIX A**  
(Page 4 of 4)  
**SALARY SCHEDULE July 1, 2025 - June 30, 2026**

Old Step	New Step	BA	MA	Masters+30/CAGS	Doctorate
<b>1</b>	<b>1</b>	<b>\$52,533</b>	<b>\$55,817</b>	<b>\$60,349</b>	<b>\$64,877</b>
<b>2</b>	<b>2</b>	<b>\$54,109</b>	<b>\$57,491</b>	<b>\$62,160</b>	<b>\$66,824</b>
<b>3</b>	<b>3</b>	<b>\$55,732</b>	<b>\$59,216</b>	<b>\$64,024</b>	<b>\$68,829</b>
<b>4</b>	<b>4</b>	<b>\$57,405</b>	<b>\$60,992</b>	<b>\$65,945</b>	<b>\$70,894</b>
<b>5</b>	<b>5</b>	<b>\$59,126</b>	<b>\$62,823</b>	<b>\$67,924</b>	<b>\$73,021</b>
<b>6</b>	<b>1</b>	\$60,900	\$64,708	\$69,962	\$75,212
<b>7</b>	<b>2</b>	\$62,727	\$66,649	\$72,060	\$77,468
<b>8</b>	<b>3</b>	\$64,609	\$68,649	\$74,222	\$79,793
<b>9</b>	<b>4</b>	\$66,547	\$70,707	\$76,449	\$82,187
<b>10</b>	<b>5</b>	\$68,544	\$72,829	\$78,742	\$84,652
<b>11</b>	<b>6</b>	\$70,599	\$75,014	\$81,104	\$87,192
<b>12</b>	<b>7</b>	\$72,718	\$77,264	\$83,538	\$89,807
<b>13</b>	<b>8</b>		\$79,582	\$86,044	\$92,502
<b>14</b>	<b>9</b>		\$81,970	\$88,626	\$95,277
<b>15</b>	<b>10</b>		\$84,429	\$91,285	\$98,134
<b>16</b>	<b>11</b>		\$86,963	\$94,023	\$101,079
<b>17</b>	<b>12</b>		\$89,572	\$96,844	\$104,111
<b>18</b>	<b>13</b>		\$92,260	\$99,750	\$107,235
<b>19</b>	<b>14</b>		\$95,027	\$102,742	\$110,452

Teachers not already at the top step as of June 30, 2025 shall advance one (1) step at the beginning of the 2025-26 school year.

## APPENDIX B DIFFERENTIALS FOR SPECIAL ASSIGNMENTS

For the following assignments, the indicated amounts shall be added to the salary schedule in determining the staff member's annual salary:

		Old 2022-23	New 2022-23	New 2023-24	2024-25	2025-26
	<b>G.W.I.</b>			2.50%	2.50%	2.50%
	Department Heads	\$3,360	\$5,040	\$5,166	\$5,295	\$5,424
	Class A (11 staff)					
	Class B (5-10 staff)	\$2,760	\$4,140	\$4,244	\$4,350	\$4,455
	Class C (4 staff)	\$2,160	\$3,240	\$3,321	\$3,404	\$3,487
1	Traveling Teachers	\$572	\$858	\$879	\$901	\$923
2	Ansonia High School Yearbook Advisor	\$2,768	\$4,152	\$4,256	\$4,362	\$4,470
3	Drama Coach	\$1,404	\$2,106	\$2,159	\$2,213	\$2,267
4	Homebound Instruction (Hourly)	\$23	\$50	\$51	\$52	\$54
5	Freshman Class Advisor	\$356	\$1,000	\$1,025	\$1,051	\$1,077
6	Sophomore Class Advisor	\$356	\$1,500	\$1,538	\$1,576	\$1,614
7	Junior Class Advisor	\$1,004	\$2,000	\$2,050	\$2,101	\$2,152
8	Senior Class Advisor	\$1,283	\$2,500	\$2,563	\$2,627	\$2,691
9	Eighth Grade Yearbook	\$462	\$750	\$769	\$788	\$808
10	Curriculum Chairman	\$1,344	\$2,016	\$2,066	\$2,118	\$2,171
11	After-School Academy (Hourly)	\$23	\$40	\$41	\$42	\$43
12	Coordinator - After-School Academy (Hourly)	\$27	\$45	\$46	\$47	\$48
13	AHS Band Director	\$3,000	\$4,500	\$4,613	\$4,728	\$4,844
14	Middle School Afterschool Band		\$3,000	\$3,075	\$3,152	\$3,231
15	Elem. School Afterschool Band		\$2,500	\$2,563	\$2,627	\$2,691
16	TEAM Coordinators (split)		\$1,900	\$1,948	\$1,997	\$2,046
17	TEAM Mentor Stipend		\$250	\$256	\$262	\$269
18	TEAM Reflection Paper Scorer		\$200	\$205	\$210	\$215
19	School Based Webpage Maintenance		\$750	\$769	\$788	\$808
20	Audio/Visual Director	\$1,404	\$2,500	\$2,563	\$2,627	\$2,691
21	School Store Director	\$1,299	\$2,000	\$2,050	\$2,101	\$2,152
22	Chemical Hygiene Officer	\$1,545	\$2,500	\$2,563	\$2,627	\$2,691
23	National Honor Society	\$774	\$1,500	\$1,538	\$1,576	\$1,614



## APPENDIX C COACHING STIPENDS

### A. STIPENDS

		Old 2022-23	New 2022- 23	New 2023- 24	2024-25	2025-26
	G.W.I.			2.50%	2.50%	2.50%
1	Football	\$6,192	\$9,288.00	\$9,520.20	\$9,758.21	\$10,002.16
2	Football Assistant Coach		\$5,572.80	\$5,712.12	\$5,854.92	\$6,001.30
3	Baseball	\$4,946	\$7,419.00	\$7,604.48	\$7,794.59	\$7,989.46
4	Baseball Assistant Coach		\$4,451.40	\$4,562.69	\$4,676.76	\$4,793.68
5	Basketball (boys and girls)	\$4,946	\$7,419.00	\$7,604.48	\$7,794.59	\$7,989.46
6	Basketball Assistant Coach		\$4,451.40	\$4,562.69	\$4,676.76	\$4,793.68
7	Volleyball	\$4,946	\$7,419.00	\$7,604.48	\$7,794.59	\$7,989.46
8	Volleyball Assistant Coach		\$4,451.40	\$4,562.69	\$4,676.76	\$4,793.68
9	Softball	\$4,946	\$7,419.00	\$7,604.48	\$7,794.59	\$7,989.46
10	Softball Assistant Coach		\$4,451.40	\$4,562.69	\$4,676.76	\$4,793.68
11	Soccer	\$4,946	\$7,419.00	\$7,604.48	\$7,794.59	\$7,989.46
12	Soccer Assistant Coach		\$4,451.40	\$4,562.69	\$4,676.76	\$4,793.68
13	Tennis	\$2,726	\$5,000.00	\$5,125.00	\$5,253.13	\$5,384.45
14	Tennis Assistant Coach		\$3,000.00	\$3,075.00	\$3,151.88	\$3,230.67
15	Strength and Conditioning Coach	\$2,500	\$2,750.00	\$2,818.75	\$2,889.22	\$2,961.45
16	Strength and Conditioning (Summer)		\$2,000.00	\$2,050.00	\$2,101.25	\$2,153.78
17	Middle School Coaches (each sport)	\$2,241	\$4,000.00	\$4,100.00	\$4,202.50	\$4,307.56
18	Middle School Asst. Coaches (each sport)		\$2,500.00	\$2,562.50	\$2,626.56	\$2,692.23
19	Middle School Athletic Coordinator		\$3,000.00	\$3,075.00	\$3,151.88	\$3,230.67
20	Cheerleading	\$4,946	\$7,419.00	\$7,604.48	\$7,794.59	\$7,989.46
21	Cheerleading Assistant Coach		\$3,000.00	\$3,075.00	\$3,151.88	\$3,230.67

APPENDIX D  
(Page 1 of 4 )  
HEALTH INSURANCE SUMMARY



## Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

### Your Lumenos HSA Plan

#### First – Use your HSA to pay for covered services:

##### Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

##### Contributions to Your HSA

For 2020, contributions can be made to your HSA up to the following:  
\$3,550 individual coverage  
\$7,100 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

#### Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

##### Earn Rewards

###### If you do this:

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion.

###### You can earn:

Up to \$200  
Up to \$150  
Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

#### Plus – To help you stay healthy, use:

##### Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

##### Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

#### Then –

##### Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

##### Bridge

Your Bridge responsibility will vary.

##### Annual Deductible Responsibility

In Network and Out of Network Providers  
\$2,500 individual coverage  
\$5,000 family coverage

#### If Needed –

##### Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

##### Traditional Health Coverage

###### After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

##### Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

##### Annual Out-of-Pocket Maximum

###### In-Network Providers

\$ 5,000 individual coverage  
\$ 7,350 family coverage

###### Out-of-Network Providers

\$ 5,000 individual coverage  
\$ 10,000 family coverage

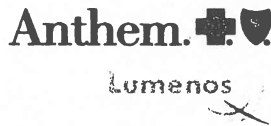
Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

Ansonia

APPENDIX D  
(Page 2 of 4)

HEALTH INSURANCE SUMMARY



Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

**Healthy Lifestyles Online:** Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

**Enroll in ConditionCare:** (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

**Preventive Care**

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

**Well Baby and Well Child Preventive Care**

**Office Visits** through age 18; including preventive vision exams.

**Screening Tests** for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

**Immunizations:**

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer  
H. Influenza type b  
Polio  
Measles, Mumps, Rubella (MMR)

**Adult Preventive Care**

**Office Visits** after age 18; including preventive vision exams.

**Screening Tests** for vision, hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

**Immunizations:**

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer

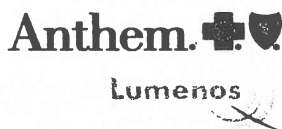
If you have questions, please call toll-free 1-888-224-4896.

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**APPENDIX D**  
(Page 3 of 4)

**HEALTH INSURANCE SUMMARY**



**Lumenos HSA Plan Summary**

Summary of Covered Services (Continued)

**Medical Care**

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests – *\*see AIM FAQ*
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services *\*see AIM FAQ*
- Durable Medical Equipment
- Morbid Obesity

Some covered services may have limitations or other restrictions.\* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 220 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services are subject to an unlimited maximum per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

\* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

**Prescription Drugs – copay after deductible (when purchased from a network pharmacy\*)**

Retail (30 day supply)

\$10 Tier 1 copayment  
\$40 Tier 2 copayment  
\$50 Tier 3 copayment

Mail Order (90 day supply)

\$10 Tier 1 copayment  
\$80 Tier 2 copayment  
\$100 Tier 3 copayment

\*See attached RX factsheet

\*See attached AIM requirements

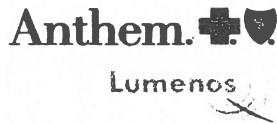
This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, please call toll-free 1-888-224-4896. If you have questions, please call toll-free 1-888-224-4896.

Ansonia

## APPENDIX D

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### HEALTH INSURANCE SUMMARY



#### Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

Ansonia

**APPENDIX E**  
(Page 1 of 1)  
**DENTAL SUMMARY**

**APPENDIX E DENTAL SUMMARY**

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Calendar Year Deductible	
• Per Person	\$0
• Family Aggregate Maximum	\$0
Preventive & Diagnostic (No Deductible)	<b>Plan Pays:</b> 100%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)	
• Fluoride Treatment (2 Per calendar year for children to age 19)	
Remaining Basic (After Deductible)	80%
• Fillings, Extractions, Root Canals (Endodontics)	
• Periodontal, Oral Surgery	
• Repair of Dentures	
• Sealants (To age 14)	
Crowns & Prosthodontics (After Deductible)	50%
• Crowns, Gold Restorations	
• Bridgework, Full & Partial Dentures	
Calendar Year Maximum (Per Person)	\$1,500
Orthodontia (Dependent Children Only)	
• Coinsurance	50%
• Lifetime Maximum	\$2,000

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

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You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta may make claim payment directly to you. You will maximize benefits and reduce paperwork by using an in-network participating dentist.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental Plan of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.