### **AGREEMENT**

### between the

### **EAST GRANBY BOARD OF EDUCATION**

### and the

# EAST GRANBY ADMINISTRATORS' ASSOCIATION

July 1, 2021 – June 30, 2024

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#### Article I Recognition

The East Granby Board of Education (the "Board") recognizes the East Granby Administrators' Association ("EGAA") as the exclusive representative of the "administrators' unit" of the Board's administrators, as defined in Section 10-153b of the Connecticut General Statutes, who are employed in positions requiring an intermediate administrator or supervisor certificate, excluding the Superintendent, Assistant Superintendent(s), and certified professional employees who act for the Board in negotiations with certified professional personnel or are directly responsible to the Board for personnel relations or budget preparation, temporary administrative substitutes, members of the "teachers' unit", and all noncertified employees of the Board.

# Article II Management Rights

It is recognized by both the Board and the EGAA that the Board along with the Superintendent of Schools retains and shall continue to retain, whether exercised or not, the sole right, responsibility, and prerogative to direct the operation of the East Granby Public Schools in all its aspects as required by all applicable statutes and regulations. Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers, and authority heretofore held by the Board, pursuant to, general or special statute, regulation, or other lawful provision over the complete operation, practices, procedures, and regulations with respect to employees covered by this Agreement shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of services to be offered by Board employees; to determine the standards of selection for Board employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules, policies and regulations, including those affecting working conditions; from time to time, to change those rules, policies and regulations and enforce them; to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities. The exercise of the foregoing rights, power, and authority of the Board also is subject to state and federal laws, including but not limited to Sections 10-151, 10-153f(e), and 10-153e of the Connecticut General Statutes.

# Article III Salaries

- A. Salaries for all administrators are shown in Appendix B.
- B. The salaries of any new administrator will be established before the Board and that administrator sign a contract of employment.

- C. The new administrators hired shall be hired at a salary within a range of eight percent (8%) below and four percent (4%) above the salary as stipulated in Appendix B for that position.
- D. The salary for any administrator hired within such range below the amount stipulated in Appendix B shall be adjusted upward each year in equal installments so as to attain the salary level stipulated in Appendix B in the third year of employment.
- E. Any administrator hired at a percentage above the salary stipulated in Appendix B shall move to the salary stipulated in Appendix B in the third year of employment, provided that no such administrator will have a salary reduction to get on the grid.
- F. Placement in the range is at the discretion of the Superintendent of Schools, giving consideration to such factors as experience and education.

#### Article IV Travel Expenses

- A. Administrators shall be remunerated for travel on school business in their personal vehicles which is approved in advance by the Superintendent of Schools at the maximum non-taxable mileage reimbursement rate established by the Internal Revenue Services as of January 1<sup>st</sup> of each year. A travel account separate from the professional development account will be used.
- B. <u>Out-of-District Travel</u> Vouchers will be submitted and the individual will be reimbursed for job-related travel out of district, but not for professional improvement. A travel account separate from the professional development account will be used.

#### <u>Article V</u> <u>Work Year</u>

All Administrators are twelve (12) month employees.

# Article VI Vacation

A. All twelve (12) month administrators shall receive twenty-five (25) vacation days per contract year, July 1<sup>st</sup> through June 30<sup>th</sup>, which shall be credited on July 1<sup>st</sup> of each contract year.

An Administrator who works less than twelve (12) months shall receive a prorated number of vacation days based upon his/her work year.

An Administrator who is hired during the term of a contract year shall receive a prorated number of vacation days in his/her first year of employment based upon his/her actual work year for such year of the contract.

- B. Vacation days are subject to the approval of the Superintendent of Schools.
- C. In the event of a snow day, administrators may choose the option of taking that day as a vacation day, subject to the approval of the Superintendent of Schools.
- D. Unused vacation time, not to exceed nine (9) days per contract year, may be carried over to the next contract year. Additionally, on July 1<sup>st</sup> of each school year, all members of the bargaining unit shall be compensated for unused vacation days for the previous school year that exceeded thirty-four (34) accumulated days to a maximum of six (6) days.
- E. An administrator shall not receive payment for any unused vacation days upon his/her separation from employment.

#### Article VII Holidays

All twelve (12) month administrators shall be granted all State and Federal holidays (see Appendix A) and the day after Thanksgiving Day, and the day before New Year's Day. If Christmas occurs on a Monday, the holiday scheduled before Christmas (the day before Christmas Day) will be observed on the Tuesday after Christmas. The Board reserves the right to substitute a paid holiday for Veterans Day and/or Columbus Day per the school calendar as approved in the preceding school year, but in no event may the Board decrease the total number of paid holidays.

# Article VIII Leaves of Absence

A. <u>Sick Leave</u> - All twelve (12) month administrators shall be granted twenty (20) sick days per school year, which may be accumulated up to two hundred (200) days.

An Administrator who works less than twelve (12) months, shall receive a prorated number of sick days per contract year based upon his/her work year (which may accumulate up to two hundred (200) days).

An Administrator who is hired during the term of a contract year shall receive a prorated number of sick days in his/her first year of employment based upon his/her actual work year for such year of the contract.

B. <u>Personal Leave</u> - Each administrator shall be entitled to up to six (6) personal days per contract year. The Superintendent of Schools must approve all personal leave. Two (2) personal days per year may be taken without reason. The other four (4)

personal days must be for a specific reason set forth below. Personal days shall not be cumulative.

An Administrator who is hired during the term of a contract year shall receive a prorated number of personal days in his/her first year of employment based upon his/her actual work year for such year of the contract.

- Legal matters
- Funeral of a member of the administrator's immediate family\*
- Attendance at the commencement ceremony of the administrator's spouse, child, or grandchild
- Marriage of administrator, the administrator's child, or grandchild
- Birth or adoption of a child in the administrator's immediate family
- Illness in immediate family
- Religious holidays

\*Immediate family shall be defined as the administrator's spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild.

C. Childrearing Leave - All tenured administrators shall be entitled, upon submission of a written request to the Superintendent of Schools to an extended leave of absence without pay and without fringe or other benefits, for the purposes of childrearing leave, provided that such written notice must be submitted to the Superintendent within three (3) weeks from the date of the birth, adoption, or fostering of the administrator's child. The administrator shall also be encouraged to notify the Superintendent of intention to be absent on childrearing leave as far in advance of the date of birth, adoption, or fostering as possible. The childrearing leave will begin not sooner than thirty (30) days after the filing of the request, but the start may be delayed for up to an additional thirty (30) days if administrative needs so require. Such tenured administrator shall be entitled to childrearing leave for up to one calendar year, provided that the administrator shall only be entitled to return from a childrearing leave on the start of school or on the start of school in the second semester (second half of the school year), usually during January.

Upon the expiration of the leave, the tenured administrator shall return to the same position as held prior to the start of the leave, provided that there has been no position restructuring, program change, or position reduction in the administrator's certification area within the school during the period of such leave. If such restructuring, change, or reduction has occurred, the returning tenured

administrator will be reinstated to another vacant bargaining unit position for which he/she is certified and qualified. If no such position is available when the tenured administrator is due to return from leave, he/she will be continued on unpaid, unbenefited leave for a maximum period of two (2) years from the date of requested return from leave and shall reinstated to the first vacant bargaining unit position for which he/she is certified and qualified, provided that if no such position becomes available within the aforesaid two (2) year period, after which time the Administrator shall be the subject of a layoff procedure under the layoff and recall provisions of this Agreement, and shall be laid off unless able to displace another administrator under said layoff and recall provisions and/or the Teacher Tenure Law.

Tenured administrators returning from childrearing leave will be granted the same accumulated seniority, and benefits and other service related credits or benefits which they possessed at the time of the commencement of the leave.

#### Article IX Insurance

The Board will provide insurance benefits as set forth in Appendix C.

# Article X Dues Deduction and Checkoff

- A. For any administrator who has on file with the Board a valid dues deduction authorization card or form, the Board agrees to deduct from said administrator's salary on a schedule to be established by the Board, an amount equal to the membership dues or service fee established by the EGAA, and to forward said amount to a person or account designated in writing by the EGAA.
- B. The Association shall annually certify in writing prior to the start of the contract year the amount of its dues or service fee and shall certify in writing at least one month in advance, any change in its dues.
- C. No Administrator employed by the Board shall be forced or required at any time to either become a member of the EGAA, or to pay dues or a service fee to the EGAA, as a condition of employment or otherwise.
- D. The Association agrees to indemnify and hold the Board harmless against all claims, suits, demands or other form of liability, including but not limited to attorney fees, arising from or by reason of action taken against the Board or its employees or representatives for compliance with the provisions of this section.

### Article XI Professional Development

The Board will provide a fund of three thousand dollars (\$3,000.00) for each year of the contract per administrator for professional improvement, prorated for ten-month administrators. Monies may be used to attend conferences and/or workshops, course tuition reimbursement, professional membership, or for other relevant activities. All related expenses, such as, travel, meals, books, or materials are considered appropriate. All requests are subject to the Superintendent's approval.

# Article XII Retirement Benefits

Administrators who retire (under the Teacher Retirement Board) from the East Granby Public Schools will be granted the following benefit:

#### A. Category One: Fifteen Years of Service in East Granby

- 1. Effective July 1, 2015, the Board will assume the costs of insurance at the prevailing participation rate for all other administrators for the first three (3) years following retirement of an administrator.
- 2. If the administrator or spouse becomes eligible for Medicare Insurance during the period described in subsection 1, the administrator or spouse must transfer to that plan. The administrator or spouse may choose the Medicare supplement plan as described in Appendix C, Section A. 4.

#### B. Category Two: Ten Years of Service in East Granby

- 1. The Board will assume fifty (50%) of the cost of insurance that the administrator has in effect at the time of retirement for a period of three (3) years.
- 2. If the administrator or spouse becomes eligible for Medicare Insurance the administrator or spouse must transfer to that plan. The administrator or spouse may choose the Medicare supplement plan as described in Appendix C, Section A. 4.
- C. After the initial three year period a retired administrator or spouse who has not reached the age for Medicare may continue in the existing insurance plans at their own expense.
- D. The retirement and other benefits provided by this section shall be available only to members of the EGAA bargaining unit as of September 1, 2012, and shall not be applicable to or available to any subsequently hired administrators hired after said September 1, 2012 cutoff date.

### Article XIII Reduction in Force

- A. Any tenured administrator relieved of his/her duties due to a reduction in staff or the elimination of position held shall be offered a vacant position in the bargaining unit, if one exists, for which he/she is certified and qualified. However, no such movement shall result in a promotion for said administrator.
- B. If no such vacancy exists in the bargaining unit, said tenured administrator shall be offered the position of the least senior bargaining unit member in the system, provided that the administrator is certified and qualified. However, no such movement will result in a promotion for said administrator.
- C. Said least senior tenured administrator being displaced as a result of these, Reduction in Workforce provisions shall be offered a position in the teachers' unit for which he/she is certified and qualified, subject to the Reduction in Force provisions of the East Granby Education Association teachers' unit collective bargaining agreement as provided by the tenure statute.
- D. "Seniority" is defined as an employee's total length of continuous, unbroken, service as an administrator employed by the Board.
- E. If an administrator is reassigned to a teaching position in accordance with this procedure, he/she will be given experience credit on the salary schedule of the Agreement between the Board and the East Granby Education Association for his/her administrative and teaching experience with the Board and shall retain all accumulated sick leave, provided that such salary schedule credit and sick leave accumulation does not violate the terms of said Agreement or pertinent state statutes.
- F. An administrator who has been displaced from the unit or whose employment was terminated under this procedure shall be placed on a reappointment list for two (2) years. An administrator on the reappointment list shall be recalled to a vacant position in his/her previous classification or to a position in a lower classification, provided that he/she is certified and qualified for the vacant position. If reappointment is offered consistent with the above and is not accepted by the administrator within ten (10) days of said offer, he/she shall be removed from the reappointment list, and the Board shall have no further obligations under this article.

### Article XIV Tax Deferred Account

After an employee has completed two (2) years of service, the Board shall contribute into a tax-deferred (403B), on a 50/50 basis, in the amount as specified below. "Years of Service" are defined as total unbroken years of service as an administrator in East Granby. The contributions by the Board will be deposited monthly, after the individual administrator's contribution.

#### Rate of Board of Education Contribution

3-5 Years of Service	2.50%
6-10 Years of Service	2.75%
11-20 Years of Service	3.0%
20+ Years of Service	3.50%

#### Article XV Just Cause

No bargaining unit member will receive a written warning or be suspended without pay or be denied a negotiated salary increase without just cause.

#### <u>Article XVI</u> Grievance Procedu<u>re</u>

#### **Section 1 - Definition**

- A. A grievance is defined as a written claim by an individual member of the bargaining unit or by the East Granby Administrators' Association that there has been a violation of a specific provision or provisions of this Agreement as to him, her or it, which grievance clearly identifies the section(s) of the agreement claimed to have been violated.
- B. "Days" when referred to in the time limits hereof, shall mean days when the central office of the Board is open for business unless otherwise specified to mean calendar days.

#### **Section 2 - Time Limits**

A. Since it is important that the grievance be processed as rapidly as possible, the number of days shall be considered a maximum. The time limits specified herein may be extended by mutual written agreement of the parties.

- B. If an administrator or the Association does not file a grievance in writing within fifteen (15) calendar days after he/she knew or should have known of the acts or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. Failure by any administrator or by the Board to respond to a grievance within the time limits for such response set forth elsewhere in this\_article shall automatically entitle the grievant or the Association, as the case may be, to refer the grievance to the next higher level in the grievance procedure.

#### Section 3 - Informal Procedure

If an administrator feels that he/she may have a grievance, he/she may first discuss the matter with the Superintendent or another appropriate administrator, with or without the Association's assistance, in an effort to resolve the matter informally.

#### Section 4 - Formal Procedure

#### <u>Level One – Superintendent of Schools</u>

- 1. If the grievant is not satisfied with the outcome of the informal procedures, or if he/she has elected not to utilize them, he/she may present his/her claim as a formal grievance in writing, to the Superintendent of Schools or his/her designee within fifteen (15) calendar days after he/she knew or should have known of the act or condition upon which the grievance is based.
- 2. The Superintendent, or his/her designee, shall, within fifteen (15) days after receipt of the written grievance, render his/her decision and the reasons thereof in writing to the grievant, with a copy to the Association.

#### <u>Level Two – Board of Education</u>

- 1. If upon receipt of the Superintendent's decision, the grievant is not satisfied with the disposition of the matter, he/she shall request of the Association that it submit the grievance in writing, to the Board, within ten (10) days of receipt said decision.
- 2. The Board shall, within fifteen (15) days after receipt of the grievance, meet with the grievant and the Association for the purpose of reviewing the grievance and render its decision and the reasons thereof in writing to the grievant and the Association.
- 3. The Board may designate a committee or sub-committee of at least three members to hear and respond to the grievance at its level.

#### **Level Three - Arbitration**

- 1. The grievant, if not satisfied with the decision of the Board, may, within three (3) days of the decision or within six (6) days after the Board meeting, whichever is later, request in writing that the Association forward the grievance to Arbitration.
- 2. The Association shall, within five (5) days after receipt of such request, if it formally determines that the grievance is meritorious submit the grievance to arbitration by so notifying the Board in writing and by filing the demand for arbitration to the American Arbitration Association (AAA), which shall arbitrate the matter.
- 3. The arbitrator's decision shall be advisory only and non-binding on the parties. The parties shall share equally the fees and expenses of the arbitrator, provided that if either party rejects the arbitrator's decision, it shall notify the other party promptly and shall be required to pay the full cost of the services of the arbitrator.

#### Section 5 - Rights of Administrators to Representation

- A. No reprisals of any kind shall be taken by either party or any member of the administration or the Association against any participant in the grievance procedure by reason of such participation.
- B. Any grievant may be represented by a representative of the Association at all levels of the grievance procedure.
- C. The Association and/or the Board may, if it so desires, call upon the professional service of an attorney at any stage of the procedure.

#### **Section 6 - Miscellaneous**

- A. All documents, communications and records associated with the processing of a grievance shall be filed separately from personnel files of the participants.
- B. Whenever any action under this article occurs during the working day, a representative of the Association shall be released from his/her duties without loss of pay, as necessary, in order to permit participation in the foregoing activities. The same privilege shall be extended to the individual grievant or grievants.

# Article XVII Starting Salary Notification

Upon receipt of written request from the President of the EGAA after the beginning of the new school year, the Superintendent shall, within ten (10) school days, provide the EGAA President with the names and addresses of all newly hired members of the bargaining unit, along with their actual starting compensation.

# Article XVIII Duration

This Agreement shall take effect on July	1, 2021 and shall remain in full force and effect
until June 30, 2024.	
ANG PL	
Bob Paskiewicz, Chair	Antonio DeMelo, Negotiations Chair
East Granby Board of Education	East Granby Administrators' Association
1/7/2/	12.15.20
Date Signed	Date Signed

### Appendix A

### **List of Holidays**

Day before New Year's Day
New Year's Day
Martin Luther King, Jr. Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day
Christmas Day

#### Appendix B

#### Administrator Salaries 2021-2024

Effective July 1, 2021, the salaries set forth below for the 2021-2022 contract year shall apply. Such salaries include a two and one-eighth percent (2.125%) general wage increase.

Effective July 1, 2022, the salaries set forth below for the 2022-2023 contract year shall apply. Such salaries include a two and one-eighth percent (2.125%) general wage increase.

Effective July 1, 2023, the salaries set forth below for the 2023-2024 contract year shall apply. Such salaries include a two and one-eighth percent (2.125%) general wage increase.

Position	2021-2022	2022-2023	2023-2024
High School Principal	\$163,476	\$166,949	\$170,497
Director of Pupil Services	\$163,476	\$166,949	\$170,497
Middle School Principal	\$153,703	\$156,969	\$160,305
Elementary School Principal	\$151,037	\$154,246	\$157,524
High School Assistant Principal	\$140,309	\$143,290	\$146,335
Director of Curriculum &			
Professional Development	\$135,741	\$140,668	\$144,679

Any bargaining unit member who earns a Doctorate Degree shall receive a one-time stipend of one thousand five hundred dollars (\$1,500.00).

#### Appendix C

#### **Insurance Benefits**

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

#### **Insurance Plan Details:**

This section contains Medical and Dental Insurance Plan Information for each year of the contract, and it contains Medicare Plan F and prescription information effective at the time the contract becomes effective. It is expressly agreed and understood that the summaries of insurance benefits coverage contained in the following pages and elsewhere in this Agreement are descriptive summaries only, intended only to provide a general overview of some of the highlights of benefits available to employees. They are not an insurance policy or policies. In the event of an error or omission in these summaries or in any instance where there is a variance between these summaries and the terms of the actual insurance policies, the terms of the policies shall govern.

#### A. High Deductible Health Plan (HDHP).

The Board offers a High Deductible Health Plan ("HDHP") to full-time employees that elect to participate. The program is offered on a contract year basis. The HDHP shall have a \$2,000 single and \$4,000 two-person/family deductible for in and out of network services. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. The HDHP shall be subject to compliance requirements of the ACA.

Prescription drugs are covered as part of the program and are subject to the deductible. Upon satisfaction of the HDHP deductible, prescriptions are subject to the MP2 drug rider with copays of \$5 Generic/\$25 Brand Name/\$45 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

The S5 generic co-pay is based on the current state mandate. Accordingly, in the event that the state mandate increases or decreases, such revised co-pay shall be applicable.

In network cost share maximum: \$3,000/\$6,000 Out of Network cost share maximum: \$5,000/\$10,000

In Network Coinsurance: 100% Out of Network Coinsurance: 80%/20%

Preventive services (annual physical, etc.) in-network are fully covered by insurance, with no employee deductible payments as long as the providers who submit the bill to the insurance company code it as a preventive service and not a medical visit or diagnostic visit.

#### B. Health Savings Account (HSA).

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

In year one of the contract (July 1, 2021 through June 30, 2022), the Board agrees to deposit fifty percent (50%) of the deductible. One-half (1/2) of the Board's deposit toward the deductible shall be deposited in the HSA bank account of the employee on or about July 1, 2021 and one-half (1/2) of the Board's deposit shall be deposited in the HSA bank account of the employee on or about January 1, 2022.

In year two of the contract (July 1, 2022 through June 30, 2023), the Board agrees to deposit fifty percent (50%) of the deductible. One-half (1/2) of the Board's deposit toward the deductible shall be deposited in the HSA bank account of the employee on or about July 1, 2022 and one-half (1/2) of the Board's deposit shall be deposited in the HSA bank account of the employee on or about January 1, 2023.

In year three of the contract (July 1, 2023 through June 30, 2024), the Board agrees to deposit fifty percent (50%) of the deductible. One-half (1/2) of the Board's deposit toward the deductible shall be deposited in the HSA bank account of the employee on or about July 1, 2023 and one-half (1/2) of the Board's deposit shall be deposited in the HSA bank account of the employee on or about January 1, 2024.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or deposited directly by the employee in his/her HSA.

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

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

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

#### C. Health Reimbursement Account (HRA).

A health reimbursement account ("HRA") will be offered to any bargaining unit employee eligible for health insurance who is not eligible for an HSA. The amount the Board deposits annually toward the HRA shall be equal to the annual amount deposited toward the HSA (based upon the eligible employee's level of insurance (single, single + 1, or family)).

#### D. Health Maintenance Organization (HMO) Plan.

A Health Maintenance Organization ("HMO") plan is offered with the following cost-shares and benefits. Preventive services (annual physical, etc.) in-network are fully covered by insurance, with no employee deductible payments as long as the providers who submit the bill to the insurance company code it as a preventive service and not a medical visit or diagnostic visit.

In-Network Cost	July 1, 2021
Shares (HMO)	
Office Visit	\$40.00
Specialist Office	\$50.00
Visit	
Urgent Care	\$100.00
Emergency Room	\$200.00
Inpatient	\$450.00
Outpatient	\$450.00
High Cost	\$75.00
Diagnostic	(max. \$375.00 per
	person)
Rx Retail (HMO –	\$5.00/\$25.00/\$45.
Public Sector)	00
Rx Mail Order	\$10.00/\$50.00/\$9
	0.00
Duration	30/90
Maximum	Unlimited

#### E. Dental Insurance.

Employee Dental and Dependent Orthodontics.

#### F. Employee Premium Share Contributions.

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

	2021-2022	2022-2023	2023-2024
HDHP	17.5%	18.0%	18.5%
HMO	20.5%	21.0%	21.5%
Dental	29.5%	30.0%	30.5%

#### G. Life and Accidental Death and Dismemberment (AD&D) Insurance.

Life Insurance based on three (3) times salary - employees only. AD&D - employees only.

#### H. Medicare for Retirees.

Medicare plans and Medicare prescriptions will be available as an option for Medicare Eligible retirees and their spouses. Such plans shall remain available and shall be revised in accordance with any changes to Medicare Plans A and B. Only current retirees and bargaining unit members as of June 30, 2008 may continue coverage at retirement under either the active employee insurance plan, subject to the provisions of Article XI of this contract, or have the option to choose a Medicare plan and Medicare prescriptions that are available as options. Participating retirees shall pay the following percentages of the insurance costs for Medicare Plan F and Medicare Rx:

• 1<sup>st</sup> 3 years after retirement : 75% (per contract year)

• Years 4+ after retirement: 100% (per contract year)

#### I. Long Term Disability Benefit.

A long term disability ("LTD") Plan will be offered to the teachers on the following basis. The Board will choose the carrier. The LTD plan will provide the following:

- 1. Sixty percent (60%) salary benefit.
- 2. Ninety (90) day elimination period.
- 3. Six thousand dollar (\$6,000.00) maximum monthly benefit.
- 4. <u>Survivor benefits:</u> three (3) times the monthly benefit if benefits have begun and disability has lasted six (6) months.
- 5. <u>Minimum benefit:</u> ten percent (10%) of monthly benefit or fifty dollars (\$50.00), whichever is greater.
- 6. <u>Partial Disability:</u> fifty percent (50%) earnings reduction if person returns to own occupation part-time. No reduction in first twenty-four (24) months if person works at some other occupation.
- 7. <u>Benefit Reduction:</u> Workers Compensation, Social Security, Other Group Disability, Defined Benefit Pension Plans.
- 8. Benefit Duration:
  - a. Prior to 60: through Age 65;
  - b. 60 to 68: up to five (5) years but not beyond Age 70;
  - c. 69 and after: one (1) year.

#### J. Section 125 Program.

The Board agrees to administer an optional Section 125 program which is a pre-tax conversion for all unreimbursable medical and dependent care expenses. Administrators have the option to choose this Section 125 program in July of each year. New administrators will have an option to select this program within thirty (30) days of their salary agreement.

#### K. Change of Carrier.

The Board maintains the option of selecting insurance carrier (or carriers, if applicable) provided the parties agree that the benefits are substantially equal to or better than the current benefits as determined on an overall plan benefit basis. Any change must maintain at least the same coverage as now exist under the present plans. Any increase in premiums shall be proportionately shared by the Board and the insured members based on the premium share contributions above.