

SHERMAN BOARD OF EDUCATION
SHERMAN, CONNECTICUT 06784
REGULAR MEETING - SEPTEMBER 2, 2020
MEETING HELD VIA ZOOM FOR THE PUBLIC PARTICIPANTS
7:00 PM

A regular meeting of the Sherman Board of Education was called to order by Mrs. Diotte at 7:08 PM on September 2, 2020 via Zoom.

1. PRESENT:

For the Board:	Dr. Alexander, Mr. Berlandi, Mrs. Diotte, Mr. Laughlin, Mrs. Lenihan, Mr. Neunzig (via Zoom) and Mrs. Seeger
Administration:	Dr. Melendez and via Zoom: Mr. Dudics, Mr. Kalkreuth and Mrs. Snowden
Staff:	Ms. DePuy
Faculty:	Mrs. Butler, Mrs. Rianhard, Mrs. Shook and Mr. Trinchillo
Guest:	Board Attorney Rebecca Santiago and Mr. Kennedy (SEA Rep)
Residents:	14 Residents (via Zoom)

The Board and attendees recited the Pledge of Allegiance.

2. CELEBRATIONS:

Teacher Recognition - Years of Service

Dr. Melendez recognized the following teachers for reaching significant milestones in their years of teaching at the Sherman School.

- Teacher Recognition - Years of Service
- Belinda Badger - 20 years
- Beth Bouwman - 15 years
- Patty Corso - 25 years
- Catherine Flynn - 25 years

Mrs. Diotte noted her appreciation for their service and dedication to Sherman.

3. PUBLIC COMMENTS:

No Public Comment

4. ADDITIONS TO AGENDA:

Mrs. Diotte moved and Mrs. Seeger seconded to move the Board Level III Grievance to the top of the agenda, and the motion passed unanimously, 7-0.

Board Level III Grievance Hearing

Mrs. Diotte noted discussion and strategy related to Collective Bargaining are exempt from Freedom of Information requirements.

- On behalf of the Sherman Education Association, Mr. Tom Kennedy, CEA UniServ Representation, represented the Teachers. See attached Union 1, Union 2 & Union 3 Documents.

- Dr. Melendez provided the Board with the grievance documentation from the SEA and his formal response. See Administration Document 1.
- Attorney Rebecca Rudnick Santiago represented the Administration.

Mrs. Diotte called a recess for deliberation with fellow Board members and Attorney Santiago. The Zoom session/audio paused and all meeting participants exited the meeting. Meeting resumed at approximately 8:00 PM.

Mrs. Diotte moved and Mr. Berlandi seconded to deny the grievance and the Union will be issued a letter providing the reasoning, and the motion passed unanimously, 7-0.

5 CONSENT AGENDA:

Mrs. Diotte moved and Dr. Alexander seconded the approval of Consent Agenda Items 5.1 to 5.5 and the motion passed unanimously, 7-0.

5.1 Review of Minutes:

Review of Minutes:

Minutes - Special Meeting, June 8, 2020

Minutes - Executive Session - June 24, 2020

Minutes - Monthly Board of Education Meeting - June 24, 2020

Minutes - Special Meeting - July 21, 2020

5.2 Personnel Actions

Approval of contract for Superintendent-Principal for 2020-2023

Elisabeth Bouwman, Teacher - Retirement

Robert Gannon, Permanent Building Substitute, Effective 8/24/20

5.3 Monthly Enrollment Report

5.4 Monthly Budget Report 2019-2020 Budget by Function & Summary of Funds

5.5 Monthly Budget Report 2020-2021 Budget by Function & Summary of Funds

6. APPROVAL OF CURRENT BILLS:

Mrs. Diotte moved and Mrs. Seeger seconded the approval of current bills, and the motion passed unanimously, 7-0.

6.1 2019-2020 Current Bills

6.2 2020-2021 Current Bills

7. ORAL REPORTS:

7.1 SPTO Update

Mrs. O'Neill provided a SPTO update. All meetings will take place at the Veteran's Field Pavilion on the first Wednesday of each month at 8:45 AM, with the following exception:

- Welcome Coffee for New Families - September 8th
- September SPTO meeting - September 16th

**7.2 Sub-Committee
Maintenance Committee**

Mr. Laughlin provided an update from the Maintenance Meeting held July 30, 2020 (see 2020_07_30MaintenanceMinutes for complete minutes). The committee discussed:

- Substantive amount of work conducted by Mr. Lombardozzi and his team, as well as the Administration to prepare the building for reopening.

- Well water issues - one functional well which tested positive for bacteria. Additional testing and investigations to determine source.
- HVAC Controls
- Conceptual Design planning process - Administration requested to prepare a report of pending imminent repairs and urgency. Noted importance of trajectory of useful life to avoid duplicating expenditures
- Potential planning process for alternative building scenarios
- Recommendation for Board to discuss high level potential options for the building

Mrs. Diotte added that time will be dedicated at the upcoming Board of Education Retreat, September 19th, to discuss future plans for the district, which will include a review of the Administration Model

7.3 Chair Report

Mrs. Diotte was pleased to share that she attended the Teachers Welcome Back and noted it was an honor to be there. She appreciates all of the planning and effort involved in preparing to open the school.

Mrs. Diotte referenced the August 14th Special Meeting which amended Policy 5118, Non-Resident Tuition. Mrs. Diotte clarified that the policy was amended for the 2020-2021 school year only due to the COVID 19 pandemic. The policy permits children of Sherman teachers to attend the Sherman School as their residing Districts have adopted the Hybrid model for learning. Mrs. Diotte cautioned that if this policy was not amended, the administration would have been faced with finding long term substitutes for many teachers. There is no budgetary impact on this decision, and Mrs. Diotte stressed that this policy change permitted continuity of instruction which is a top priority for the Board.

Mrs. Diotte recapped the decision made at the July 21st Special Meeting regarding the Board's approval to make a request to the Board of Selectmen for funding, not to exceed \$400,000 to replace the playground at the Sherman School. The new proposed playground would be placed at the current location of the lower playground and would accommodate all students. The current Pirate Ship playground would be demolished and used as outdoor space.

The Board of Selectmen voted at a Special Meeting to move this request to a Town meeting. Timing became an issue due to a potential STEEP grant that became available which could potentially be used for the playground, but Mrs. Diotte was notified that it could not. Mrs. Diotte requested that the Board of Selectman remove the playground agenda item from the Town meeting so the Board and playground committee could work with the vendor and develop playground specifications and design. Mrs. Diotte noted this change will allow more time to communicate to the public the date of the meeting and share design specifications.

In an effort to dispel false rumors, Mrs. Diotte stated the Board does not intend to invest in a new playground, and then tear it down. She recapped that the Board of Education has endorsed a large capital plan for the District, but at this point in time, it is unknown if the Town will approve it or not. Tecton has identified the current location of the lower playground as the best location for a new one. Once the new playground is placed, a soft surface will be used in the event that it had to be relocated. The soft surface will also serve as an initial savings for the placement of a new playground.

Mrs. Diotte will follow up with the Board of Selectmen regarding next steps.

4 Superintendent Update - Dr. Jeff Melendez

Dr. Melendez provide an update on the Reopening Plan

- Student Enrollment - Update included current breakdown of In-Person/Hybrid, Remote and Homeschool selection for all students in grades Pre-K through 12th grade. Currently 87% of students in PreK - 8th returned for In-Person/Hybrid learning.
- Staffing - Update on current staffing ratios. At this point in time, Dr. Melendez does not recommend any faculty shifts. The Board briefly discussed.
- Health Data - Dr. Melendez provided sample reports that he receives every Tuesday and Friday from EdAdvance which reports COVID community statistics at each Town level. The report provides two different indicators: leading indicator, which is the number of new cases per hundred thousand population (proportional), and the secondary indicator is the percent of positivity. Both indicators are seven day rolling averages. Currently, the health trends support in person learning for Sherman.
- Hybrid vs. Fully Remote - The Admin team will review health data reports every Tuesday and Friday. Dr. Melendez has a standing weekly meeting with Dr. Hack (Medical Advisor), Tim Simpkins (Health Director), and Nurse Spinetti to review official state-released health reports. If health data and consultation with Dr. Hack and Tim Simpkins warrant a change, the school will move to Remote Learning.
- Masks - Dr. Melendez shared a sample poster that is displayed throughout the building in various locations to reinforce best practice of wearing a facemask, washing hands and keeping a six feet social distance. He also presented a slide from the State of appropriate types of masks. At this point in time, Pre-K is excluded from wearing a mask, but the State could change the decision.

Mr. Berlandi questioned prioritizing time for mask breaks. Dr. Melendez noted that mask breaks have been built in and children will have more opportunities for open space starting tomorrow (9/3) when school moves from half day schedule to full day. Teachers have autonomy to give breaks and manage.

Mr. Kalkreuth, Mr. Dudic and Mrs. Snowden provided a positive update to the Board regarding the first three days of school. Their update included personal observations noted while visiting each classroom. Mr. Kalkreuth noted improvements each day, and although there are challenges, spirits remain high. The admin team all shared that students are excited to be back.

Dr. Melendez briefly shared a slide with the 2020-21 Action Steps. More details will be presented at the next Board meeting.

8. PRESENTATION

No presentations

9. NEW BUSINESS**9.1 Board Level III Grievance Hearing**

Moved after Addition to Agenda

9.2 Discussion and Possible Action to Rescind Policy 0210**9.3 Discussion and Possible Action to Rescind Policy 6146**

Mrs. Seeger noted both Policy 0210 and 6146 are being rescinded since they have been combined into Policy 0200.

Mrs. Diotte moved and Mrs. Seeger second to rescind Policy 0210 and Policy 6146 and the motions passed unanimously, 7-0.

10. UNFINISHED BUSINESS

- 10.1 Second Readings of Policy 4111.1 Equal Employment Opportunity
- 10.2 Second Reading of Policy 4115 Evaluation/Supervision
- 10.3 Second Reading of Policy 4117.4 Personnel-Certified, Non-Renewal/Suspension
- 10.4 Second Reading of Policy 4121 Substitute Teachers
- 10.5 Second Reading of Policy 5113 Attendance and Excuses
- 10.6 Second Reading of Policy 5141.4 Reporting of Child Abuse and Neglect
- 10.7 Second Reading of Policy 5141.5 Suicide Intervention and Prevention
- 10.8 Second Reading of Policy 5141 Student Health Services
- 10.9 Second Reading of Policy 5141.3 Health Assessments and Immunizations
- 10.10 Second Reading of Policy 5141.27 First Aid/ER Medl Care-Use of Auto External Defibrillators

Mrs. Diotte moved and Mrs. Seeger second approve and adopt Policy 4111.1 Equal Employment Opportunity, Policy 4115 Evaluation/Supervision, Policy 4117.4 Personnel-Certified, Non-Renewal/Suspension, Policy 4121 Substitute Teachers, Policy 5113 Attendance and Excuses, Policy 5141.4 Reporting of Child Abuse and Neglect, Policy 5141.5 Suicide Intervention and Prevention, Policy 5141 Student Health Services, Policy 5141.3 Health Assessments and Immunizations and Policy 5141.27 First Aid/Emergency Medical Care-Use of Auto External Defibrillators, and the motion passed unanimously, 7-0.

10.11 Food Service Update

Mr. Neunzig noted no plans will be made to the cafeteria at this point in time. This agenda will be removed from the agenda until further notice.

11. COMMUNICATION

Mrs. Diotte acknowledged an email received from one Sherman resident regarding transportation but the issue has been resolved.

12. PUBLIC COMMENTS

Molly Garcia, 22 Church Road. Mrs. Garcia expressed concerns regarding parent pick up and suggested staff cars be removed from the lower parking lot to reduce congestion at pickup. Mrs. Diotte suggested that Mrs. Garcia reach out to Dr. Melendez.

Mr. John Dwyer, Spring Lake Road. Regarding the recent Policy change, Mr. Dwyer feels the Board should be more transparent and give the public the opportunity to understand the actions being discussed. He also expressed that he felt there was a budgetary impact due to the hiring of additional teachers which he read about in the paper.

Mrs. Diotte noted that no new teachers were hired to accommodate for the policy change. She acknowledged that ongoing Policy names will be included with all Policy numbers. Mrs. Diotte pointed out the school's Bylaws and Policies can be found on the school's website under the About Us Tab. Mrs. Diotte also recommended emailing the Board at BOE@shermanschool.com with any questions or concerns.

13. BOARD OF EDUCATION COMMENTS

Mrs. Seeger shared positive feedback that she heard regarding the start of the new school year. She is aware of how much work was done over the summer months.

14. FUTURE MEETINGS AND TOPICS

- 14.1 Board of Education Meeting, October 7, 2020 at 7:00 PM
- 14.2 Board Retreat, September 19, 2020 at 9:00 AM
- 14.3 Policy Meeting, September 22, 2020 at 10:00 AM via ZOOM

15. ADJOURNMENT

Mrs. Diotte moved and Mr. Berlandi seconded the Board adjourn at 9:12 PM and the motion passed unanimously, 7-0.

Respectfully submitted,

James Neunzig
Vice Chair, Sherman Board of Education

Prepared by Recording Secretary: Nancy Winkler

SHERMAN EDUCATION ASSOCIATION
MEMORANDUM

To: Dr. Jeff Melendez, Superintendent
From: Daniele Shook, President, Sherman Education Association
Date: July 24, 2020
Subject: Level 3 Association Grievance

As per Article V, G, 3, of the 2019-2022 Collective Bargaining Agreement, the Association is not satisfied with your response to the grievance filed on behalf of Ms. Jennifer Rianhard and Ms. Victoria Butler.

The Association is formally requesting that the grievance be moved to Level 3 for a hearing in front of the Board of Education.

Please contact me at your earliest convenience to determine when a meeting shall be scheduled with the Board of Education to discuss this grievance.

Cc: Tom Kennedy, CEA UniServ Representative
Jennifer Reinhart
Victoria Butler



RESPONSIBILITY | COURAGE | HONESTY | RESPECT

RESPONSE TO LEVEL 2 GRIEVANCE

To: Jennifer Rianhard, Teacher
Victoria Butler, Teacher
Daniele Shook, SEA President
Steven Trinchillo, SEA Vice President
From: Jeff Melendez, Superintendent-Principal
Date: June 30, 2020

On June 24, 2020 the Sherman Education Association (SEA) submitted a Level 2 Grievance contesting the Board's interpretation of Article XVIII, F of the 2019-2022 Collective Bargaining Agreement on behalf of Vicky Butler and Jennifer Rianhard. The official grievance is attached.

This grievance must be denied because the administration implemented the clear contract language in Article XVII, F, which states:

The payment in lieu of coverage shall be equal to twenty percent (20%) of the premium cost saved by the Board as a result of such election by the teacher. This amount shall be paid to the teacher along with the first paycheck in June.

Because the Board pays 80% of the insurance premium for a **family membership** for each of the spouses of the aggrieved teaches (who are also employed by the district and who benefit from the family insurance coverage), there effectively is zero savings to the Board. The Board pays to insure both the aggrieved teachers, their spouses and their dependents, and thus, there is no premium cost saved.

However, in good faith, on June 15, 2020 the Board issued a check to the aggrieved teachers for 20% of the single insurance premium for a **single membership** (\$1,866.57). As noted previously, the family members of these married employees are covered by the plan under family membership by the spouse. As such, there is clearly no savings in premium attributable to the dependents. Although there is arguably no savings at all, at most, the savings would be a single membership, which would occur only if these married teachers each took separate memberships in the plan (one as a single and one as a family to cover the children), which they would be very unlikely to do.

As there has been no violation of the contract, the grievance must be denied.

Sherman Education Association

Grievance Form B

Formal Grievance Presentation - Level Two - Dr. Melendez, Superintendent

Aggrieved Persons: Ms. Jennifer Rianhard and Ms. Victoria Butler

Date: June 24, 2020

Grievance Statement:

As per Article V, G, 2, of the 2019-2022 Collective Bargaining Agreement, the Association is initiating a grievance on behalf of Ms. Jennifer Rianhard and Ms. Victoria Butler.

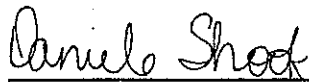
On June 15, 2020, Ms. Reinhard and Ms. Butler were issued payments for waiving insurance coverage. The payments were calculated based upon the savings to the Board of single coverage. Ms. Reinhard and Ms. Butler are eligible for family coverage under the insurance plan offered by the Board. Therefore, the actual savings to the Board was the cost of family coverage. The incorrect payment amount violated Article XVIII, F of the Agreement.

Remedy Sought:

The remedy being requested by the Association is payment to Ms. Reinhard and Ms. Reidy the amount of 20% or the premium amount of family insurance coverage; and any other remedy agreed upon by the parties that would make Ms. Reinhard and Ms. Butler whole.

Please contact me at your earliest convenience to arrange a meeting to discuss this grievance.

Signed:



Daniele Shook, S.E.A. President

Cc: Tom Kennedy, CEA UniServ Representative
Jennifer Reinhard
Victoria Butler

Sherman Education Association

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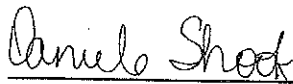
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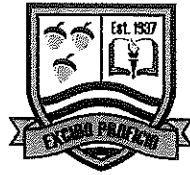
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Jennifer Reinhard
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RESPONSIBILITY | COURAGE | HONESTY | RESPECT

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Cc: Tom Kennedy, CEA UniServ Representative
Jennifer Reinhart
Victoria Butler

AGREEMENT BETWEEN

SHERMAN BOARD OF EDUCATION

and

SHERMAN EDUCATION ASSOCIATION

COVERING THE PERIOD

SEPTEMBER 1, 2019

to

AUGUST 31, 2022

- days each school year, with prior notification to the Superintendent or his/her designee.
- C. A teacher shall be allowed leave by the Board without loss of pay to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year.
 - D. Other extended leaves, with or without salary, may be granted at the discretion of the Board.
 - E. All leaves under this section shall be applied for as far in advance as possible. If unusual, the request must be submitted early enough for presentation at a regular meeting of the Board.

ARTICLE XVIII
INSURANCE BENEFITS

- A. The Board shall provide the following health and life insurance benefits.
 - 1. The Connecticut Partnership Plan 2.0 (CPP). The plan benefits shall be as set forth in the CPP effective on July 1, 2019 including any subsequent amendments or modifications made to the CPP by the State and its employee representatives. The administration of the CPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the CPP.

SEA members will pay a percentage of the cost of premiums as follows:

2019-2022: 20%

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

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

- 2. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as

to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan in whole or in part.

i) If the CPP in its current form is no longer available; or if the benefit plan design of the CPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein; and/or

ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the CPP, or if additional fees and/or charges for the CPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein; and/or

iii) Should any Federal statute or regulation pertaining to IRC §49801 be mandated to take effect triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein.

3. In any negotiations triggered under subparagraph 2 above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account in effect during the 2018-19 school year to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in medical insurance plan design outside of the CPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

4. Life Insurance and accidental death and dismemberment equal to two times the annual salary.
5. Long-term disability insurance as implemented on September 1, 1982.
6. Dental Benefits - 100%/80%/50% with fifty dollar (\$50) deductible per covered individual and a one hundred fifty dollars (\$150) per family maximum, shared in category II and III expenses; fifteen hundred dollar (\$1500) annual maximum benefit.
7. Utilization Management Non-Compliance Benefit Reduction. SEA members will be responsible for a \$200.00 hospital deductible penalty and 25 percent of

Sherman Teachers' Agreement
September 1, 2019 to August 31, 2022

the allowance for physicians' services for failure to obtain pre-certification for any non-emergency hospital admission at least one business day prior to the admission, or for failure to certify any emergency admission within 48 hours of admission.

- B. Part-time certified teaching personnel working one-half or more shall share in the fringe benefit plans on the same ratio as determines their teaching salary. Thus, a teacher working one-half time and receiving one-half salary on the Salary Schedule would be entitled to one-half of the fringe benefit insurance premiums paid by the Board.
- C. Upon retirement from the Sherman School System, a teacher shall be allowed to purchase his medical benefits under the group policy.
- D. Claims for the above programs shall be paid on a direct-pay basis if the carrier will provide payment in such a manner.
- E. The Board reserves the right to change insurance carriers as long as such change results in teachers retaining coverage and benefits at least substantially equivalent to the coverage in place prior to the move to the CT Partnership Plan (the HDHP/HSA plan). The Board will provide notice to the Association at least ninety (90) days prior to implementation of any such change. Any dispute regarding "substantially equal" shall be resolved through the grievance procedure beginning at the arbitration level, provided that such arbitration shall be conducted in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association if either party so requests.
- F. Teachers who are covered under the Board's health policies may elect to cancel their coverage through the Board, as provided below, and to receive in lieu thereof a payment as described below.

The election provided for by this section may be made between June 1 and June 20 of each year and shall be effective during the succeeding July 1 and through June 30 period. In addition to the foregoing, teachers may elect to reinstate their Board-provided coverage upon the death of the teacher's spouse or in the event the teacher becomes divorced from his or her spouse. Teachers hired after June 20 of any year and eligible for health insurance coverage will not be eligible to elect this option until June 1 through June 20 period following their date of hire. A teacher who elects payment during one election period but who elects coverage during a subsequent election period shall not be required to offer proof of insurability in order to re-enter the Board's insurance program. Pre-existing conditions shall be covered to the extent provided for in the policy of insurance.

The payment in lieu of coverage shall be equal to twenty percent (20%) of the premium cost saved by the Board as a result of such election by the teacher. This amount shall be paid to the teacher along with the first paycheck in June.

**ADDITIONAL PROPOSAL FOR CONTRACT CHANGE
AND RELATED COMMENTS**

Note: proposed additions are indicated in bold, and proposed deletions are indicated by strike marks.

22. Amend Article XVIII(A)(1) (Insurance Benefits) as follows:

A. The Board shall provide the following health and life insurance benefits ~~which shall not be less than the level of benefits specified below.~~ Summary details of the plans offered appear in the *Health Benefits Comparison* matrix, which is included as Appendix E.

1. A High Deductible Health Plan (“HDHP”) with HSA account as specified for the Board. SEA members will pay a percentage of the cost of premiums as follows:

HDHP	2018-19		
	18.5%		
HDHP	2019-20	2020-21	2022-22
	20%	22%	24%

The HDHP includes the following components:

- a. In-network deductible of two thousand **five hundred** dollar (~~\$2,500~~) (~~\$2,000~~) individual/~~four thousand five thousand~~ dollar (**\$5,000**) (~~\$4,000~~) family **with an out of pocket maximum of \$5,000 (individual) and \$10,000 (family);** ~~with an unlimited life time maximum and an out of network deductible of four thousand dollar (\$4,000) individual/eight thousand dollar (\$8,000) family; with a one million dollar (\$1,000,000) life time maximum.~~
- b. In-network preventive care at one hundred percent (100%); not subject to the deductible.
- c. In-network benefits paid **at ninety percent (90%)** ~~one hundred percent (100%)~~ after plan deductible.
- d. In-network prescription drug coverage treated as any other medical expense thirty 30-day supply pharmacy and ninety 90- day supply mail; one hundred percent (100%) after deductible, except that a Formulary Prescription plan (\$10 generic drug/\$20 preferred drug/\$35 non-preferred drug and 2x co-pay mail order 90 day maintenance drugs) that will apply to prescriptions filled after the applicable deductible has been reached;

~~The Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active~~

~~teachers. Teachers who are not eligible for an HSA plan can participate in an Health Reimbursement Arrangement (HRA) with the same terms as the HSA. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.~~

The Patient Protection and Affordable Care Act (“PPACA”; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020.

Should any Federal statute or regulation ~~pertaining to IRC §49801~~ be mandated to take effect triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. Such negotiations shall be limited to health insurance plan offerings, coverage, design and premium cost share. All other topics shall not be subject to this reopener provision.

- F. Teachers who are covered under the Board’s health policies may elect to cancel their coverage through the Board, as provided below, and to receive in lieu thereof a payment as described below.

The election provided for by this section may be made between June 1 and June 20 of each year and shall be effective during the succeeding July 1 and through June 30 period. In addition to the foregoing, teachers may elect to reinstate their Board-provided coverage upon the death of the teacher’s spouse or in the event the teacher becomes divorced from his or her spouse. Teachers hired after June 20 of any year and eligible for health insurance coverage will not be eligible to elect this option until June 1 through June 20 period following their date of hire. A teacher who elects payment during one election period but who elects coverage during a subsequent election period shall not be required to offer proof of insurability in order to re-enter the Board’s insurance program. Pre-existing conditions shall be covered to the extent provided for in the policy of insurance.

The payment in lieu of coverage shall be equal to ~~twenty percent (20%)~~ **ten percent (10%)** of the premium cost saved by the Board as a result of such election by the teacher. This amount shall be paid to the teacher along with the first paycheck in June. **Teachers whose spouse takes insurance from the Town or BOE on a two person or family plan shall not be eligible to receive payment in lieu of insurance for his/her election.**

**ADDITIONAL PROPOSAL FOR CONTRACT CHANGE
 AND RELATED COMMENTS**

Note: proposed additions are indicated in bold, and proposed deletions are indicated by strike marks.

22. Amend Article VII (Employment Year) as follows:

FOR NOTIFICATION PURPOSES ONLY:

- A. The salaries provided in Appendix A, Appendix B and Appendix C are based upon an employment year of ~~185~~ **186** workdays, including 180 full student days as defined in the Connecticut General Statutes 10-15 and 10-16. If there are additional full workdays added to the employment year defined above, the teachers will be compensated by an additional *per diem* salary prorated by dividing the salaries provided in the Appendices A, B and C by 185 employment days. In the event that partial employment days are added to the employment year as defined above, the *per diem* salary defined above shall be prorated based upon hours assigned divided by the total hours in the regularly scheduled workday as defined by the Board.
- B. New teachers will be required to work one additional day beyond the contractual ~~185~~ **186** day teacher work year for the initial year of their employment for orientation purposes.

23. Amend Article XVIII(A)(1) (Insurance Benefits) as follows:

- A. The Board shall provide the following health and life insurance benefits ~~which shall not be less than the level of benefits specified below.~~ Summary details of the plans offered appear in the *Health Benefits Comparison* matrix, which is included as Appendix E.
 - 1. A High Deductible Health Plan (“HDHP”) with HSA account as specified for the Board. SEA members will pay a percentage of the cost of premiums as follows:

HDHP	2015-16	2016-17	2017-18
	17.0%	18.0%	18.0%
HDHP	2018-19	2019-20	2020-21
	20.0%	21.0%	22.0%

The HDHP includes the following components:

- a. In-network deductible of ~~two~~ **three** thousand dollar ~~(\$2,000)~~ **(\$3,000)** individual/~~four thousand~~ **six thousand** dollar ~~(\$4,000)~~ **(\$6,000)** family, **with an out of pocket maximum of \$6,000 (individual) and \$12,000 (family);** ~~with an unlimited life time maximum and an out of network deductible of four thousand dollar (\$4,000) individual/eight thousand~~

dollar (~~\$8,000~~) family; with a one million dollar (~~\$1,000,000~~) life time maximum.

- b. In-network preventive care at one hundred percent (100%); not subject to the deductible.
- c. In-network benefits paid **at ninety percent (90%)** ~~one hundred percent (100%)~~ after plan deductible.
- d. In-network prescription drug coverage treated as any other medical expense thirty 30-day supply pharmacy and ninety 90- day supply mail; one hundred percent (100%) after deductible, except that a Formulary Prescription plan (~~\$10~~ **\$5** generic drug/\$20 preferred drug/~~\$35~~**\$45** non-preferred drug and 2x co-pay mail order 90 day maintenance drugs) that will apply to prescriptions filled after the applicable deductible has been reached;

The Board shall contribute **thirty percent (30%)** ~~fifty percent (50%)~~ of the applicable HSA deductible amount. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active teachers. Teachers who are not eligible for an HSA plan can participate in an Health Reimbursement Arrangement (HRA) with the same terms as the HSA. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. ~~The impact of the excise tax is scheduled to take effect in 2018.~~

Should any Federal statute or regulation ~~pertaining to IRC §49801~~ be mandated to take effect in the ~~2017-2018~~ contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. Such negotiations shall be limited to health insurance plan offerings, coverage, design and premium cost share. All other topics shall not be subject to this reopener provision.

- F. Teachers who are covered under the Board's health policies may elect to cancel their coverage through the Board, as provided below, and to receive in lieu thereof a payment as described below.

The election provided for by this section may be made between June 1 and June 20 of each year and shall be effective during the succeeding July 1 and through

June 30 period. In addition to the foregoing, teachers may elect to reinstate their Board-provided coverage upon the death of the teacher's spouse or in the event the teacher becomes divorced from his or her spouse. Teachers hired after June 20 of any year and eligible for health insurance coverage will not be eligible to elect this option until June 1 through June 20 period following their date of hire. A teacher who elects payment during one election period but who elects coverage during a subsequent election period shall not be required to offer proof of insurability in order to re-enter the Board's insurance program. Pre-existing conditions shall be covered to the extent provided for in the policy of insurance.

The payment in lieu of coverage shall be equal to ~~twenty percent (20%)~~ **ten percent (10%)** of the premium cost saved by the Board as a result of such election by the teacher. This amount shall be paid to the teacher along with the first paycheck in June. **Teachers whose spouse takes insurance from the Town or BOE on a two person or family plan shall not be eligible to receive payment in lieu of insurance for his/her election.**