

**MONROE**  
**BOARD OF EDUCATION**



**And**  
**MONROE**  
**EDUCATION ASSOCIATION**



**TEACHERS' CONTRACT**

**July 1, 2014 through June 30, 2017**

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## **ARTICLE I**

### **RECOGNITION**

#### **Section 1. Association as Exclusive Bargaining Representative**

The Board recognizes the Association as the exclusive bargaining representative for all regular certified professional employees employed by the Board in positions requiring a teaching or special services certificate below the rank of Assistant Principal and excluding "Supervisors" and "Special Consultants" as hereinafter defined, for the purpose of negotiation with respect to salaries and all other conditions of employment for the duration of this Agreement.

#### **Section 2. Definition - "Supervisor" and "Special" Consultant**

As used herein, the term "Supervisor" shall mean anyone with a supervisory or administrative certificate of the State of Connecticut occupying a position which requires a supervisory or administrative certificate and which position requires overall supervisory capacity over teachers and pupils in more than one department and who are paid on a salary scale not included in this Agreement. "Special Consultant" shall mean anyone hired for a specific position requiring them to perform non-teaching duties such as evaluation of curricula, teachers or advising or assisting teachers in the performance of their duties as was the practice of the parties under the 1965 designation agreement at the time of the execution of the 1969-71 collective bargaining agreement; and the term "his," as used in this Agreement, will be construed to mean "her."

## **ARTICLE II**

### **PARTIES OBLIGATIONS**

#### **Section 1. Board Rights and Obligations**

The Board shall continue to have all the rights and/or powers it had prior to the execution of this Agreement, but shall not exercise such rights and/or powers so as to violate a specific

provision of this Agreement. Nothing in this Agreement shall prohibit the Board from adopting any policy, rule or regulation so long as such is not in violation of a provision of this Agreement.

## Section 2. Association Obligations

(a) The Association agrees that for the duration of this Agreement it will not cause or sponsor and no teacher shall cause or participate in any strike or work stoppage.

(b) In the event another teachers' group authorizes a strike, the Association shall not be liable if it publicly orders such teachers participating therein to return to work with a copy of such public notice sent to the Board.

## **ARTICLE III CONSULTATION PROCEDURE**

During the duration of this Agreement, in the event that the Association desires to make any proposal, the subject matter of which is not covered herein, the Association may submit such proposal to the Chairman of the Board or his designee. Similarly, the Board of Education may submit proposals in writing to the President of the Association. Not more than thirty (30) days will elapse before Board reply, nor thirty (30) days before Association reply. If requested by either party, a meeting will be held within ten (10) days after the receipt of the reply.

Failure of either party to agree to any such proposal shall not be subject to the Grievance and Arbitration Procedure of this Agreement, nor shall any aspect of the procedures set forth in this Article III constitute negotiations within the meaning of the Teacher Negotiation Act.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Definition - "Grievance"**

A "grievance" shall be defined as a claim by either party, or by a teacher or a group of teachers, that a term of this Agreement or Board policy has been violated, misinterpreted or misapplied.

#### **Section 2. Time Limits**

(a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

(b) If the teacher does not file a grievance in writing within thirty (30) days after he knew of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.

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

(d) "Days" shall mean days when school is in session, except during the summer vacation, when "days" shall mean days when the Administrative Offices are open.

#### **Section 3. Structure**

(a) The Association shall designate an Association School Representative for each school.

(b) The Association shall maintain a Professional Rights and Responsibilities Committee (hereinafter referred to as the "PR&R Committee").



(c) The Association shall notify the Superintendent and the Board of the names of those designated as School Representatives and those on the PR&R Committee in writing within five (5) days of their appointment and within five (5) days of any changes made to the above.

#### Section 4. Informal Procedure

(a) If a teacher feels that he may have a grievance, he shall first discuss the grievance with his Head Building Administrator or the Superintendent or his designee in an effort to resolve the grievance informally.

(b) If the teacher is not satisfied with the disposition of the grievance made pursuant to subparagraph (a) above, he shall have the right to have the Association School Representative assist him in further efforts to resolve the grievance informally with the Head Building Administrator or the Superintendent or his designee.

#### Section 5. Formal Procedure

(a) Level One - Head Building Administrator

(i) If an aggrieved teacher is not satisfied with the results of the Informal Procedure, he may, within fifteen (15) days after he has been informed of the disposition of the grievance in the Informal Procedure, but no later than thirty (30) days after he knew of the act or condition on which the grievance is based, present his grievance in writing to his Head Building Administrator setting forth the provision of this Agreement or the specific Board policy allegedly violated, misinterpreted or misapplied.

(ii) The Head Building Administrator shall, within five (5) days after receipt of the written grievance, render his decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association Chairman of the PR&R Committee.

(b) Level Two - Superintendent

(i) If the aggrieved teacher is not satisfied with the disposition of his grievance at Level One, he may, within three (3) days after receipt of the decision, file his written grievance, with reasons for his dissatisfaction with the disposition of the grievance at Level One, with the Association's PR&R Committee for referral to the Superintendent of Schools.

(ii) The PR&R Committee shall, within five (5) days after receipt of the grievance, refer the grievance, along with accompanying reasons, to the Superintendent.

(iii) The Superintendent and/or his designees shall within ten (10) days after receipt of the grievance from the PR&R Committee, meet with the aggrieved teacher and with representatives of the PR&R Committee for the purpose of resolving the grievance. A full record shall be kept by the Superintendent and/or his designees and made available to the parties in interest upon request.

(iv) The Superintendent and/or his designees shall, within five (5) days after the meeting, render a decision and reasons therefore in writing to the aggrieved teacher, with a copy to the Association Chairperson of the PR&R Committee.

(c) Level Three - Board of Education

(i) If the aggrieved teacher is not satisfied with the disposition of this grievance at Level Two, he may, within three (3) days after receipt of the decision from the Superintendent and/or his designees or within six (6) days after the meeting, file the grievance again with the Association's PR&R Committee for appeal to the Board of Education, together with reasons for his dissatisfaction with the disposition of the grievance at Level Two.

(ii) The PR&R Committee shall, within three (3) days after receipt, refer the appeal, together with reasons therefore, to the Board of Education.

(iii) The Board of Education and/or its designees shall within fifteen (15) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the PR&R Committee for the purpose of resolving the grievance.

(iv) The Board and/or its designees shall, within five (5) days after such meeting, render its decision and reasons therefore in writing to the aggrieved teacher, with a copy to the PR&R Committee.

(d) Level Four - Impartial Arbitration

(i) If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Three, he may, within three (3) days after the decision, or within six (6) days after the Board meeting, file a request in writing, with the President of the Association that his grievance be submitted to arbitration.

(ii) The Association, shall within five (5) days after receipt of such request, if the PR&R Committee formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board of Education in writing.

(iii) The Chairman of the Board of Education and the President of the Association shall, within five (5) days after receipt of such written notice, jointly select an arbitrator, who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, such arbitrator shall be selected pursuant to the then subsisting rules of the American Arbitration Association.

(iv) The arbitrator, so selected, shall thereafter hold hearings and determine the grievance in accordance with the authority granted him in this Agreement, it being understood that the sole power of the arbitrator shall be to determine whether Board policy or the terms of this Agreement have been violated, misinterpreted or misapplied and the arbitrator shall have no power or authority to make any decision which modifies, alters or amends any policy or terms of this Agreement or which is violative of the terms of this Agreement.

(v) The arbitrator shall render his decision in writing with copies to all parties setting forth his award. The decision of the arbitrator shall be final and binding.

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

#### Section 6. Rights of Teachers to Representation

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

(b) Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

(c) The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure and the Board may also call upon any one it chooses to assist it at any stage in these proceedings.

## Section 7. Miscellaneous

(a) All documents, communications and records dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants.

(b) Forms for filing and processing grievances and other necessary documents, shall be prepared by the Association and the Board and made available through the Association School Representative and the PR&R Committee, so as to facilitate operation of the grievance procedure.

(c) If the grievance occurs as the result of an action by an Administrator other than the teacher's immediate supervisor or affects a group or class of teachers in more than one school, the grievance may be introduced formally at Level Two.

## **ARTICLE V** **CLASS SIZE**

### Section 1. Pupil-Teacher Ratio

The Board and the Association recognize that the pupil-teacher ratio is one of the important aspects of an effective education program. In this regard, it is recognized that the Board has the continuing obligation to provide a ratio which meets the educational and financial needs of the Monroe system and the particular curriculum involved.

### Section 2. Split-Grade Classes

Unless established for the purpose of implementing a specific program, no split-grade classes shall be maintained in the elementary schools.

### Section 3. Class Size Determination

(i) The Board shall make every reasonable effort, prior to the start of the school year, to maintain class sizes of approximately 20 students pre-k, 25 students K-4 and 28 students 9-12.

(ii) When the school day in the middle school is divided into 6 or 7 periods of approximately equal length, as was the standard during the 1970-71 school year, the Board shall make every reasonable effort to maintain the class size of approximately twenty-five (25) in grades 5-8. When the school day in the middle school is not divided into 6 or 7 periods of approximately equal length, as was the standard during the 1970-71 school year, the foregoing limitation shall not apply.

#### Section 4. Special Education

(a) Prior to the inclusion of a student from a special class into a regular class, the principal or his designee shall confer together with both the teacher receiving the child and the teacher sending the included child in order to review the child's specific needs and problems, and to instruct the receiving teacher on the special techniques and/or methods to be performed with said child.

#### Section 5. Considerations for Modification of Class Size

The foregoing limitations shall be subject to modification by the Board for bona fide educational purposes such as, but not limited to, the following:

- (a) Split-grade classes
- (b) Specialized classes
- (c) Large group instruction
- (d) Team teaching
- (e) Experimental programs

## Section 6. Class Size in Special Equipment Area

In areas where special equipment is required, the number of students per class will not normally exceed the number of stations available where laboratory or other-team teaching is employed.

## **ARTICLE VI** **TEACHING HOURS AND RESPONSIBILITIES**

### Section 1. Work Year

(a) The Board, in cooperation with the Association, shall prepare, publish and distribute to the teachers a school calendar no later than June 30, providing for no more than one hundred eighty-seven (187) work days. Changes in the calendar may be made by the Board to accommodate "snow" and other days when school is canceled.

(b) The work year of teachers covered by this Agreement (other than department chairpersons and new Personnel who may be required to attend additional orientation sessions) shall begin not more than five (5) working days prior to the scheduled opening of school and shall terminate not more than five (5) working days following the annual closing of schools.

(c) The work year for full-time department chairpersons and interdepartment and interschool chairmen shall also include three days prior to teacher's arrival at the scheduled opening of school.

(d) For purposes of holding a welcoming luncheon, the MEA shall be allotted a reasonable period of time on one (1) of the work days scheduled for all teachers prior to the opening day of their classes.

(e) Where the Superintendent determines it to be in the best interests of the system, he/she will recommend to the Board that snow days in excess of the allotted number which are used before a February vacation be made up during the February vacation.

(f) Teachers shall be compensated for the duration of this contract, in accordance with the salary schedules set forth herein. Teachers shall be compensated at a per diem rate (or portion thereof) based on their annual salaries for every day added to the school year above 187 days.

(g) Student contact days shall be 182. In service days shall be five (5).

## Section 2. School Day

(a) All personnel covered by this Agreement shall be on duty before and after regular school hours long enough to plan and to carry out their individual and/or professional responsibilities as assigned, but in any event shall be on duty at least one-quarter hour before the school day and no less than 25 minutes after the school day; provided, however, that teachers responsibility for supervision of students awaiting their busses at dismissal time shall not regularly exceed 15 minutes. However, in cases which do exceed 15 minutes, a teacher on a rotating basis and another individual shall supervise the remaining children in the all purpose room until the busses arrive. This would not apply in unusual circumstances such as but not limited to adverse weather conditions or emergencies.

(b) The length of the teacher workday shall include the wrap-around time described in paragraph (a) and a period of time not to exceed six (6) hours and thirty-five (35) minutes. The starting and dismissal times for teachers at each respective school in the District shall be mutually agreed to between the Administration and the MEA prior to the start of the school year, and such agreement shall not be unreasonably withheld.



### Section 3. Before and/or After School Meetings

(a) With the aim of continuing to improve communications and to exercise fully the professional responsibility of the teaching profession, teachers are encouraged to attend all P.T.O. and other such meetings.

(b) A teacher may be required to report or remain after the regularly scheduled work day up to fifty (50) hours per year but not more than six (6) hours per month for meetings or workshops.

(c) Workshop schedules will be published at least ten (10) days in advance.

(d) Certified professional employees' attendance at scheduled parent conferences and at the evening meeting when parent room visitations are scheduled and full participation in all scheduled "Parents' Day" sessions is required at the following levels of attendance:

- (i) High school teachers will attend four (4) evening parent/teacher sessions. The scheduled length of the evening conference will not exceed two and one-half (2 1/2) hours. The scheduled length of the parents' visitation will not exceed two (2) hours; provided, however, that the teachers' attendance at said sessions is required for the entire scheduled duration of said sessions. There shall be in effect an early release day schedule on the day of the evening sessions.
- (ii) Middle school teachers will attend four (4) evening parent/teacher sessions. The scheduled length of each session/conference will not exceed two (2) hours; provided, however, that the teachers' attendance at said sessions is required for the entire scheduled duration of said sessions. The day of the evening parent/teacher sessions shall be a full day worked, and these teachers shall receive early release days during the last week of the academic year equal in number to the number of evening sessions.
- (iii) Elementary teachers will attend five (5) evening parent/teacher sessions and two (2) afternoon conferences. An early release day schedule will be in effect during the last

week of the academic year equal to the number of evening parent/teacher sessions.

A maximum of two (2) parent/teacher conferences will be scheduled in the spring of each year. The schedules of each session/conference will not exceed three (3) hours; provided, however, that said conferences are only scheduled if needed as determined by the parents and/or the teacher.

(e) Teachers shall be notified of all meetings at least three (3) days prior to the scheduled meeting date, wherever practicable.

(f) The Board will make reasonable efforts to insure that no meetings shall be scheduled to begin more than one (1) hour before the start of the school day.

#### Section 4. Lunch Period

All teachers shall have a thirty (30) consecutive minute duty free lunch period each work day.

#### Section 5. Preparation Periods

(a) Elementary Teachers.

Teachers in the elementary schools shall use the time when “specials” such as Art, Music, Physical Education, or Computer Education are conducting their classes as preparation periods. On school days where no such special is scheduled (including those occasions where no such special is employed as well as where one is employed but not scheduled on a particular day or days as well as where the special is absent), the elementary teacher will conduct his/her class in place of the absent special. The Board shall make a reasonable effort to hire a specials substitute.

(b) Secondary Teachers and Middle School Teachers.

(i) When the school day is divided into 6 or 7 periods of approximately equal length, the following provisions shall apply:

(A) All Secondary and Middle School teachers shall, in addition to their lunch period, have the equivalent of at least one (1) preparation period per day during which time they shall not be assigned other duties. More than one preparation period may be scheduled each day.

(B) All subject area teachers, where possible, shall not be assigned to teach more than five (5) periods per day.

(C) Every reasonable effort shall be made to have teachers teach no more than two (2) different subjects or have more than three (3) different preparations.

(ii) The Board shall also have the right to divide the school day on other than 6 or 7 periods of approximately equal length basis in order to accomplish educational goals such as, but not limited to, modular scheduling. When the day is divided into other than 6 or 7 periods of approximately equal length, the following provisions shall apply:

(A) Secondary and Middle School teachers may be assigned duties for no more than  $\frac{6}{7}$  of the instructional day or the equivalent over the period of a week. Preparation time shall vary with teaching time in a ratio of 1:6 provided that in no event shall preparation time be less than  $\frac{1}{7}$  of the instructional day or the equivalent over the period of a week.

(B) In the event the instructional day is divided on other than a six or seven period basis, the foregoing ratios shall be satisfied to the nearest 15 minutes of assigned time.

(C) Instructional day, as used above, is defined as that portion of the day when pupils are scheduled for instruction. It does not include homeroom periods, lunch time, passing time, activity periods, etc.

(D) Every reasonable effort shall be made to have teachers teach no more than two (2) different subjects or have more than three (3) different preparations.

(iii) Teachers shall participate actively in the planning and evaluation of any scheduling system established by the Board under paragraph (ii) above.

(c) Definition of Preparation Period.

Preparation period shall be used for Parent and/or Child conferences (including but not limited to PPT meetings), preparation of classroom work or other professional responsibilities. When a preparation period is used for a conference or PPT meeting, teachers shall be given an additional preparation period within the next five (5) school days. The Administration shall make every reasonable effort to limit the use of preparation periods for conferences and PPT meetings.

Section 6. Planning and Placement Team Obligations

Teachers required to participate in building based Planning and Placement Team meetings which the Head Building Administrator schedules during the school day will be released from their normal assignment for a reasonable period of time to attend such meetings.

Section 7. Department Chairpersons

(a) (i) Except as provided in subsection (ii) below, a department chairperson shall not be required to teach more than five (5) periods in a school day.

(ii) The department chairpersons of World Languages, Math, English, Science and Social Studies shall not be required to teach more than four (4) periods in a school day.

(iii) Department chairpersons will use their unassigned period to carry out the duties of a department chairperson.

(iv) Teachers will hold departmental chairperson positions at the discretion of the Board, provided, however, that such discretion shall be exercised in a fair and reasonable manner.

(b) Coordinators will carry normal teaching loads. They will be given special consideration in the assignment of extra duties.

(c) Department Chairpersons required to work beyond the 190 day calendar, shall be compensated at a per diem rate based on their annual salary for each day beyond the 190 day calendar, except for involvement in the interview process.

#### Section 8. Additional Teaching Period

In lieu of any preparation period during the school day, the Superintendent and a teacher may agree on a voluntary basis that such period be assigned to the teacher as an additional teaching period, within the building and the teacher's area of certification to be paid at an amount equal to a 1/7 increase to his salary. The Board will notify the Association of the availability of these situations and confirm to the Association the dollar amount of the additional salary paid to the recipient.

### Section 9. Travel Time

All teachers required to travel as part of their assigned schedule shall have, in addition to their duty free lunch and preparation period, adequate time for the purpose of commuting between assigned schedules.

## **ARTICLE VII** **NON-TEACHING DUTIES**

### Section 1. Miscellaneous Non-Teaching Duties

While the teacher's primary responsibility is to give professional teaching to the pupil, certain miscellaneous non-teaching duties are required of teachers. The Board shall determine when and where it shall be practicable for non-teachers to be utilized to relieve teachers of these miscellaneous non-teaching duties so as to utilize the teacher's energies for classroom and academic efforts.

### Section 2. Paraprofessionals

The Board recognizes the value of paraprofessionals in helping teachers in classroom duties. Upon request, the Head Building Administrator of each school will consult with representatives of the faculty in determining how such aforementioned paraprofessionals can best be utilized within the respective schools.

Whether paraprofessionals will be employed or how many will be employed or at what rate they will be compensated shall continue to be the Board's discretion.

### Section 3. Participation in Professional Responsibility Activities

As part of a teacher's professional responsibility, teachers are expected to participate effectively in co-curricular, professional and school activities.

## **ARTICLE VIII**

### **TEACHER ASSIGNMENT**

#### **Section 1. Notification**

Teachers shall be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable and under normal circumstances not later than June 30th annually. Teachers shall be notified in writing of any changes in their programs no later than August 15, where administratively possible. Reasons for such changes shall be included in the written notification referred to above.

#### **Section 2. Changes in Grade/Subject Assignment**

(a) Changes in grade assignment in the elementary school and in subject assignment in the Middle and Secondary schools shall not be effected or announced without an opportunity being afforded for a prior personal conference with the individual involved.

(b) A teacher shall not be involuntarily changed in grade/or subject assignment without a reasonable basis.

#### **Section 3. Temporary Assignment**

The Superintendent may make temporary assignments to meet staffing problems and other temporary scheduling difficulties consistent with Paragraphs 1 and 2 of Article VIII.

#### **Section 4. Permanent Assignment**

No teachers shall be permanently assigned to a subject and/or grade or other classes outside the scope of their Connecticut Teaching Certificates and/or their major or minor fields of study.

**ARTICLE IX**  
**TRANSFER AND PROMOTIONS**

**Section 1. Transfer**

The parties recognize that transfer of some teachers from one school to another is unavoidable. In such a situation, the following will apply:

(a) When a reduction in the number of teachers in a school is necessary, volunteers in a grade and/or subject area shall be first considered for such transfer; however, in making the selection for the transfer, prime consideration shall be the best interests of the school system and a determination that those remaining in the school after such transfer are fully qualified to meet the curriculum and education requirements of that school.

(b) Teachers being involuntarily transferred will be given an opportunity to meet with the Superintendent or his designee to discuss such transfer. The Superintendent or his designee will confirm the reasons for the transfer to the teacher in writing.

(c) A list of open positions shall be made available to all teachers and in filling such positions, consideration will be given to the particular teacher's qualification for the open position, the Teacher's certification, and length of service in the Monroe School System.

(d) When a position becomes "open" during the school year, and the Board decides to fill it, it shall be filled temporarily, for the remainder of the school year, and such job shall be posted as an "open position" at the annual posting for the next year. On June 1 of each school year, the Board will provide an opportunity for interested teachers to sign up to be placed on the mailing list for vacancies which may occur during the summer recess.

(e) Teachers who desire a change in grade, subject or assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than April 1. Such statement shall include the grade, subject or assignment to which the



teacher desires to be assigned or the school or schools (in order of preference, if the Teacher has preference) to which he desires to be transferred.

(f) Notice of transfer shall be given to the teacher, if possible, no later than June 30th.

(g) An "open" position as used in this Article shall mean the initial job vacancy and shall not be interpreted to mean a position which becomes vacant because of the transfer or promotion of a person in accordance with this Agreement.

## Section 2. Promotion

(a) All newly created positions, vacancies or promotions to positions within the bargaining unit which the Board is desirous of filling, shall be filled by the Superintendent choosing the most qualified person available from any source pursuant to the following procedure:

(i) Such vacancies shall be adequately publicized within the system, including a notice in every school (by posting or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily, at least ten (10) days in advance, and in no event, less than one (1) week in advance, except from August 1st through the start of school in September, during which period the Board shall give such notice as is practicable under the circumstances).

On June 1 of each school year, the Board will provide an opportunity for interested teachers to sign up to be placed on the mailing list for vacancies which may occur during the summer recess.

(ii) Said notice of vacancy shall clearly set forth the minimum requirements for the position.

(iii) Teachers who desire to apply for such vacancies shall file their applications in writing with the Superintendent within the time limit specified in the notice.

(iv) Such vacancy shall be filled on the basis of qualifications for the vacant post, provided, however, that where any two or more persons are substantially equal in qualifications, the applicant with the greatest amount of seniority in the Monroe School System shall be given the preference.

(b) Promotional positions are defined as positions paying a salary differential within the bargaining unit.

## **ARTICLE X**

### **SUMMER SCHOOL AND ADULT EDUCATION PROGRAMS**

#### **Section 1. Procedures for Staffing**

All summer school and adult education positions shall be filled by the Superintendent choosing the most qualified person available from any source pursuant to the following procedures:

(a) All openings for summer school and adult education positions are to be adequately publicized, including a notice in every school (by posting or otherwise) in advance of the position being filled.

(b) Said notice of opening shall clearly set forth the minimum requirements for the position. If the subject requires a State certificate, the applicant must be certified. If the position is not covered by State certification, a qualified person may be employed. The salary will be set forth in a written document signed by the Superintendent and the Director. The Superintendent will notify the Summer School Director and Adult Education Director of his appointment by February 1.

(c) Teachers who desire to apply for such openings shall file their applications in writing with the Superintendent within the time limit specified in the notice.

(d) Such opening shall be filled on the basis of qualifications for the open position, provided, however, that where any two or more persons are substantially equal in qualifications, the applicant within the Monroe System shall be given first consideration.

(e) All applicants shall be notified of their acceptance or rejection in writing not later than one week after the candidate has been selected. The notification shall also indicate the appointee.

## Section 2. Rates

(a) The rates for summer school and adult education instructors are set forth in Appendix C.

# **ARTICLE XI**

## **ACCIDENT BENEFITS AND PHYSICAL EXAMINATION**

### Section 1. Personal Injury Absence

Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his employment, he shall be paid the equivalent of his full salary for the period of such absence, but in no event, longer than for a period of six (6) months. No part of such absence shall be charged to his annual or accumulated sick leave. Such time shall be charged concurrently to the teacher's annual Family and Medical Leave entitlement where the personal injury qualifies as a serious health condition under the Federal Family and Medical Leave Act.

## **ARTICLE XII**

### **SICK LEAVE**

#### **Section 1. Pregnancy or Childbirth**

(a) Disabilities caused or contributed to by pregnancy, and recovery there from shall be treated as temporary<sup>1</sup> disabilities for purposes of granting sick leave.

(b) 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 or childbirth on the same terms and conditions as they are applied to other temporary disabilities. Absences and temporary disabilities caused or contributed to or by pregnancy and recovery therefrom, that qualify as serious health conditions under the Federal Family and Medical Leave Act, shall be charged concurrently to the teacher's annual Family and Medical Leave entitlement.

(c) Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

#### **Section 2. Notice of Sick Leave/Sick Leave Accrual**

The Board shall notify each teacher prior to October 1st annually of the number of sick leave days accumulated to the benefit of the teacher as of September 1st of that year. Unused sick leave days may be accumulated from year to year to a maximum of 180; provided, however, that no more than a maximum of 160 days may be used for the calculation of any sick leave payout formula contained in this Agreement.

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<sup>1</sup> For purposes of these standards, the term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.

### Section 3. Physician's Certificate or Physical Examination after Absence

The teacher's Head Building Administrator and/or the Superintendent may request the teacher to present a doctor's certificate before returning to work after five (5) days absence, in which event the Teacher will be obligated to present such certificate. Similarly, the Superintendent may require that the Teacher be given a physical examination by the Board's physician at the expense of the Board, before returning to work.

### Section 4. Individual Hardship

The Board of Education recognizes that there are times when a serious and prolonged illness, or an accident which incapacitates for an extended period of time, will cause a professional staff member to exhaust all accumulated sick leave. Individual hardship may ensue. In such instances, when requested, the Superintendent of Schools together with representatives of the Association will review the circumstances of the case; and the Superintendent will submit a recommendation to the Board for its consideration and action. Action on any such recommendation will be at the sole discretion of the Board.

### Section 5. Family Medical Leave

When any type of leave qualifies under the applicable provisions of the Federal Family and Medical Leave Act, said leave shall be treated as Family and Medical Leave, shall run concurrent with any other type of paid leave (i.e., disability leave, sick leave, etc.) as permitted under the Family and Medical Leave Act and shall count against the annual entitlement to Family and Medical Leave.

**ARTICLE XIII**  
**LEAVES OF ABSENCE**

**Section 1. Personal Leave**

Leaves of absence with pay and not chargeable against the teacher's sick leave allowance shall be granted, subject to the written approval of the Superintendent of Schools, for the following reasons:

(a) A maximum of five (5) days (non-cumulative) per immediate family member shall be granted per year, for critical illness, subject to the discretion of the Superintendent. A maximum of five (5) days (non-cumulative) per immediate family member shall be granted per year for death. An "immediate family member" is a parent, brother, sister, husband or wife, son or daughter, mother-in-law or father-in-law.

(b) A maximum of three (3) days (non-cumulative) shall be granted per year for death of a son-in-law, daughter-in-law or grandchild. One (1) day for each member shall be granted for critical illness.

Grandmother or grandfather may be included as an immediate family member at the discretion of the Superintendent.

One (1) day (non-cumulative) shall be granted per year for the death of a grandparent, aunt/uncle, brother/sister-in-law, but there shall be no critical illness leave for this group, except at the discretion of the Superintendent.

(c) Three (3) non-cumulative days annually for the conduct of personal affairs which cannot normally be handled outside of school hours, may be granted to each teacher. Such days may not be used either immediately before or after school holidays or school vacations unless approved in writing by the Superintendent. Notice of intention to take a personal day(s) shall be provided to the building administrator in the form of a written check list indicating the day(s) to

be taken with the reason checked off in the appropriate box. The form shall include the following as appropriate reasons: legal; medical; family; other (specify \_\_\_\_\_). Completion of the form shall constitute a representation by the teacher that the matter for which the personal day(s) is taken is one which cannot normally be handled outside of school hours.

(d) Teachers shall be entitled to up to three (3) days per year with pay for illness of their children. Said three (3) days are part of their current sick leave accumulation and shall be deducted from same upon use.

(e) For the observance of generally accepted religious holidays for a maximum of three (3) days in any year.

(f) Teachers shall be allowed to leave school to attend to emergencies with the approval of the principal. Such approval shall not be unreasonably denied.

#### Section 2. Personal Leave Without Pay

(a) Leaves of absence without pay may be granted upon the approval of the Board for the following reasons:

(i) for purposes of further study,

(ii) for health reasons beyond accumulated sick leave upon advice of a physician,

(iii) for other reasons, including child rearing, if good cause acceptable to the Board is shown.

(b) Application for such leaves of absence must be made in writing and notice of granting the leave must be in writing by the Board.

(c) It is expected that, as far as possible, leaves will be so arranged as to begin or end at the close of one of the quarterly marking periods.

(d) No application for a child rearing leave shall be granted unless the teacher shall have attained tenure as a teacher in the Monroe School System prior to the effective date of the proposed child rearing leave. Wherever possible, notification of intent to apply for such leave must be given to the Superintendent, in writing, prior to the beginning of the school year in which said leave may be requested.

(e) Leaves of absence without pay pursuant to this Section 2 shall also be without insurance benefits, except as may be required by law.

### Section 3. Sabbatical Leave

(a) Members of the professional staff who have served for seven (7) consecutive years in the Monroe School System may, with the approval of the Board, be granted a leave of absence for study or travel upon the following conditions:

(i) Applicants must file with the Superintendent of Schools a statement of the definite purpose for which such a leave of absence is desired. In cases of sabbatical leave for study, this statement must include the institution at which the individual is to study and courses to be pursued. In case of sabbatical leave for travel, the plan for the travel must be submitted in writing, stating the specific objectives which are to be sought through such travel, all of which must be acceptable to the Board before such leave is granted.

(ii) Applicants must file with the Board a written agreement to remain in the service of the Board for two (2) years after the expiration of such leave, or in the case of resignation within two (2) years, to refund to the Town such proportion of the salary paid during the leave of absence as the unexpired portion of two (2) years shall bear to said



period. Applicants must also execute a promissory note, payable on demand, for the amount of the salary due and owing to the Board, plus interest and attorneys fees.

(iii) Such leave shall not be granted for less than one (1) year. Teachers taking leave shall not be eligible for such leave until seven (7) years have expired after return.

(iv) A teacher on sabbatical leave will receive one-half (1/2) of his salary for the length of the leave. The total monies received shall not exceed the amount of his salary had he been employed actively in the Monroe School System.

(v) Regular annual salary increments shall be given for time of leave, the same as to regular services in the school.

(vi) Applications for leave shall be submitted to the Superintendent between November 1 and December 1 of the school year preceding the leave request.

(vii) Applications for such leave of absence for each school year shall be acted on by the Board at its first regular meeting in January of the preceding school year.

(viii) Applicants shall be notified of the Board's decision by May 15.

(ix) In the case of a sabbatical for a Fellowship, the above rules and regulations will be in effect except for the dates listed above. Applications for a sabbatical for a Fellowship shall be submitted by April 1, and the Board shall act on said application by May 1. The applicant shall be notified of the Board's decision by May 15.

(b) The Superintendent will develop criteria to be considered in screening candidates for sabbatical leave. Said criteria will be made available to any teacher who desires to apply for a sabbatical leave.

#### Section 4. Return After Leave of Absence

(a) Teachers who have been granted leaves of absence shall notify the Superintendent of Schools in writing on or before the first day of February of their intention to resume work at the beginning of the ensuing year. Failure to notify as provided above, shall amount to a resignation.

(b) All teachers returning from leaves of absence under this Article shall be restored to the same or a substantially similar position they held at the time the leave was granted.

#### Section 5. Deductions for Non-Allowable Absences

Deductions for non-allowable absences shall be made at the rate of 1/186<sup>th</sup> of annual salary for each day deducted; provided, however that effective the 2007-2008 contract year, said deductions shall be made at the rate of 1/187<sup>th</sup> of annual salary.

### **ARTICLE XIV** **HEALTH INSURANCE**

#### Section 1. Insurance Coverage

The Board shall provide the opportunity for each teacher and their eligible dependents to participate in the insurance coverages described below, as applicable. See Article XVII, Section 16 for part-time teacher insurance benefits. In all cases, the standard network plan equivalent shall be offered.

(a) Teachers shall participate in a High Deductible Health Plan and Health Savings Account (hereinafter "HSA") that satisfies the various requirements of Section 223 of the Internal Revenue Code and its interpretative regulations. The plan shall have a \$2,000 deductible for single person coverage and a \$4,000 deductible for a two or more person family coverage for in network covered services and a \$2,000 deductible for single person coverage and a \$4,000 deductible for 2 or more person family coverage for out of network services applied at

the rate of the allowed fee. The vendor used will provide broad access to Connecticut providers (at least an 85% percent match to the plan in effect on June 30, 2011). All services offered will replicate the High Deductible Health Plan that was offered in the 2008-11 collective bargaining agreement.

Effective July 1, 2014, the Board of Education shall contribute 60% of the annual deductible biannually to be paid the first payroll of the academic year and the first payroll following January 1<sup>st</sup>. Effective July 1, 2015, the Board of Education shall contribute 55% of the annual deductible on the same biannual basis as described above. Effective July 1, 2016, the Board of Education shall contribute 50% of the annual deductible on the same biannual basis as described above.

Beyond the deductible described above, 100% of covered services will be paid by the Board's vendor for in network services. For out of network services the Board's vendor shall provide 70% payment of the allowed fee until the coinsurance for the out of network covered services reaches an amount not to exceed \$2,000 for single coverage and \$4,000 for two or more person family coverage. This produces an out of pocket maximum in network of \$2,000 for employees with single coverage and \$4,000 for employees with two or more person family coverage and an out of pocket maximum not to exceed \$4,000 for single coverage and \$8,000 for two or more person family coverage for out of network covered services.

Beginning July 1, 2015, after meeting the annual deductible, members will pay an In-Network co-pay of \$5 for generic drugs, \$20 for listed brand name drugs and \$35 for non-listed brand name drugs up to a maximum of \$1,500 for single and \$3,000 for family. Once an employee reaches the above figures, prescriptions shall be covered at 100%. These prescriptions can be purchased by mail order at 1 times co-pay for a 90 day supply.

The Board shall have no obligation to fund any portion of the deductible amount for retired employees or other employees upon their separation from employment with the Board. In the event an employee is not eligible for a Health Savings Account because that employee is Medicare eligible, the Board shall establish a Health Reimbursement Account and shall make an annual contribution that equals the contribution amounts for the HSA but with a maximum allowed accumulation up to the entire in network deductible amount (i.e., \$2,000 for single coverage and \$4,000 for two person family coverage).

Preventive services utilizing an in network provider, where such preventive services are specified by the plan, will be covered in full and will not be subject to the deductible.

Prescription drugs will be treated as any other expense toward the in network or out of network deductible based on whether the prescription is filled by an in network or out of network pharmacy. There shall be no maximum benefit and the drug vendor shall be whoever the processor uses. Birth control pills for the purpose of contraception shall be a covered item for the employee, his/her spouse and other eligible insureds under the contract. This prescription plan shall require mandatory generic drug substitution where a generic drug is available. For maintenance prescription drugs, participants may fill up to three (3) 30 day supplies at retail; and thereafter all refills must be through mail order for a 90 day supply.

A summary of the High Deductible Health Plan benefits is attached as an Appendix.

#### HEALTH SAVINGS ACCOUNT (HSA):

The Board shall establish for each individual member of the plan a health savings account with a financial institution. Into each persons' account the Board will deposit the applicable deductible contribution described above. These payments will be made in biannual installments on September 1<sup>st</sup> and February 1<sup>st</sup> of each contract year. The basic administrative expense to

establish the health savings account shall be paid by the Board.

(b) A group term life insurance plus accidental death and dismemberment equal to the teacher's salary up to a maximum of \$100,000. Coverage amounts will be reduced in conformance with an ADEA reduction schedule.

(c) Long-term disability plan: The Board shall pay a maximum premium of \$3,915 per month for a long-term disability plan to be administered by the Association. Any increase beyond \$3,915 per month shall be borne by each teacher equally. The Board of Education shall deposit such premium payments into a fund administered by the Association. The Association shall retain a vendor for the long-term disability insurance and both the Association and the vendor shall execute an agreement in which they shall hold the Board of Education harmless against any claims arising from such actions taken in relation to the LTD plan, including but not limited to the administration of such plan, the payment of benefits, etc. Any additional issues concerning the administration of the plan (i.e., recertification process and other related issues) shall be discussed and agreed to by the parties prior to the Association assuming administration of the plan.

(d) Premium cost sharing for Health Insurance:

The employee premium cost sharing contribution shall be as follows:

Effective July 1, 2014	20%
Effective July 1, 2015	20%
Effective July 1, 2016	20%

The Board shall make an IRC Section 125/129 Plan available to all employees in connection with the premium co-payment, costs of additional medical care and dependent care. All other levels of premium sharing remain the same.

(e) Vision: The Board shall provide a vision plan, the schedule of benefit for which is set forth in summary below and explained in greater detail in the summary plan description attached as an Appendix. The Board retains the right to maintain separate vision benefits and network providers, from those vision benefits and network offered through the medical plan.

- Exams may be received one per calendar year.
- One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction and prescription for glasses
- This plan utilizes a specific network of vision providers, that can be different than those provided under the medical plan
- In Network Exam - \$0 copayment and paid in full
- Out of Network Exam - \$150 allowance

#### Section 2. Selection of Insurance Carrier

The Board shall have the right to change and/or select insurance carriers other than those referred to herein or to self-insure in whole or in part so long as the benefits available remain unchanged and the quality and efficiency of service will not be diminished. A grievance based on an alleged violation of this Section 2 shall be introduced at the Board Level (Level Three).

#### Section 3. Terms and Conditions of Payment

The terms and conditions of the payment of all benefits payable under any policy shall be determined by the insuring company in accordance with the conditions specified in the policy.

#### Section 4. Board Contribution to Dental Plan

The Board shall provide the Dental Plan, the schedule of benefit for which is set forth in summary below. The Board retains the right to change carriers provided the benefits and functions remain substantially equivalent.

Deductible rate - \$25 per individual, \$50 per family on a calendar year basis. No deductible on preventive treatment; co-insurance - 100% preventive treatment, 85% routine treatment, 50% major treatment, 50% orthodontic treatment, maximums - \$1,500 per calendar year on all basic treatments, \$1,000 life time maximum per individual on orthodontics. Charges - all payments are made

on a reasonable and customary basis.

The Dental Plan shall have the same employee co-pay in each respective contract year as that described above for health insurance.

#### Section 5. State Mandates

Where a state mandate provides for benefits that are better than those described in this Agreement, such state mandate(s) shall control and supersede the applicable provision in this Agreement.

### **ARTICLE XV** **PAYROLL DEDUCTIONS**

#### Section 1. Authorization

Upon receipt of a voluntary written authorization, duly authorizing the Board to deduct the following items from the employee's salary, the Board will honor such authorization:

- (a) Membership dues for professional organizations
- (b) United Fund Contributions
- (c) Tax Sheltered Annuity
- (d) Teachers Credit Union
- (e) Insurance premiums

Amounts deducted shall be forwarded to the appropriate office in accordance with established procedure, but in no event later than five (5) business days following the issuance date of the check from which the deductions are made.

However, the amount of each deduction shall not be changed more than once a year.

The number of annuity companies and and/or custodial account companies sponsoring code Section 403(b) plans shall be limited to twenty (20). The twenty (20) shall be the twenty highest enrolled companies being offered in Monroe as of June 1, 1999. Any teacher, whose

company is not selected within the twenty approved companies, will be allowed to remain with that company as long as he/she is employed in Monroe.

Any teacher enrolling in a Section 403(b) plan after July 1, 1999, must choose one of the twenty (20) approved plans.

## Section 2. Direct Deposit

The Board of Education will provide a procedure for direct deposit of paychecks at area banks, provided said banks are able, without additional cost to the Board, to electronically participate in said transfers. The Board will have no liability or cost for any malfunction of the process. Effective September 1, 2005, all teachers' payroll checks will be directly deposited to an area bank, consistent with the procedure set forth above. Each teacher shall advise the Board of the area bank to which his/her check shall be directly deposited.

## Section 3. Agency Fee

### (A) Conditions of Continued Employment

All members of the Bargaining Unit employed by the Monroe Board of Education shall as a condition of continued employment, join the Association or pay to the Association a service fee. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

### (B) Members

(1) All members of the Bargaining Unit who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Education Association, the CEA and NEA. Employee authorization for dues deduction will be in writing.



(2) Said authorization shall continue in effect from year to year unless such teacher shall notify the Board of Education and the Association in writing not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in Paragraph A above, and paid in accordance with Paragraph C below.

(C) Non-Members

For those members of the Bargaining Unit who have not joined the Association and delivered said authorization card by October 1st of the first year of this Contract, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of said service fee, equal in amount to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment, shall be certified by the Association to the Board.

(D) Subsequent Employment

Those members of the Bargaining Unit commencing employment after the date of execution of this Contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Paragraph B of this Article or fall under the provisions of Paragraph C of this Article after such thirty (30) days.

(E) Forwarding of Monies

The Board agrees to forward to the MEA all monies deducted for local dues and local service fee deduction. The Board further agrees to send all monies deducted during that month for MEA, CEA and NEA dues and MEA, CEA/NEA service fee deduction to the MEA. Amounts deducted shall be forwarded in accordance with Article XV Section 1.

(F) Lists

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

(G) The right to refund the employee's monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

(H)(1) The Association agrees to indemnify and save the Board harmless from all claims, demands, lawsuits, or other forms of liability arising from the Board's fulfillment of its obligations under this Article. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this Article, but shall not do so without Board approval, such approval not to be unreasonably withheld.

(2) The Association agrees that it will not rely on Stamford Board of Education v. Stamford Education Association, et al, 697 F.2d 70 (1982), or any claim based thereon, to deny the enforceability of its obligation to indemnify and save the Board harmless.

## **ARTICLE XVI**

### **SALARIES**

### Section 1. Annual Salary Rates and Stipends

(a) The annual salary rates for teachers during the period of this Agreement are set forth on Appendix A attached hereto.

(b) The stipends for department chairpersons are set forth in Appendix B attached hereto.

(c) The stipends for teachers assigned to coaching and other co-curricular positions during the term of this Agreement are set forth on Appendix C attached hereto.

(d) Stipends payable at the end of the school year shall be paid to each teacher who actually serves as a mentor during that school year. Mentors shall be paid a \$500.00 stipend per mentee for each year that they serve as a mentor in the TEAM Program. In the event funds are reduced by the State, the Board of Education will pay each mentor a minimum \$400.00 stipend per mentee for each year they serve as a mentor in the TEAM Program. No stipend shall be paid merely for being certified as a mentor. A stipend of \$1,500.00, payable at the end of the school year, will be paid to a maximum of one teacher serving as Master Mentor, subject to agreement between the Association and the Superintendent as to the duties of the Master Mentor.

### Section 2. Credit

The Board shall assign each teacher covered hereby to an appropriate step of the salary schedule with the following considerations to be determinative:

(a) Credit for previous teaching experience shall be at the discretion of the Superintendent of Schools, provided that teachers with previous Monroe teaching experience will receive credit for said experience if the last school year of the Monroe teaching experience is within five (5) school years of the teacher's date of return to employment as a teacher in Monroe.

(b) Degree Status.

(c) Teachers in a Connecticut Department of Education defined shortage area (as per the shortage area list in effect on the date of hire) at the discretion of the Board of Education, may be given up to ten (10) years credit for work experience which is related to the subject or subjects to be taught, paragraphs (a) and (b) above to the contrary notwithstanding.

(d) Other relevant considerations at the discretion of the Board, provided the Board will notify the Association when it invokes this subsection (d).

(e) For budgetary planning purposes, any teacher that intends to attain a change in degree status must notify the Board of their intended degree attainment/change no later than October 15<sup>th</sup> for a change in degree status that will occur the following school year. All classes for degree change must be completed by the September 1<sup>st</sup> following the notification to the Board. Teachers shall provide to the Superintendent official transcripts of their successful completion of the degree advancement no later than October 15<sup>th</sup>, and once approved by the Superintendent shall result in the appropriate pay increase for the advanced degree attainment retroactive to the start of the school year.

(f) For any new hire after July 1, 2008, the Board of Education shall require attainment of a Masters/Doctoral degree for placement into those respective lanes of the salary schedule and a Masters+30 for placement into the 6<sup>th</sup> Year salary lane. All teachers existing in the bargaining unit prior to July 1, 2008, shall be “grandfathered” under the system that existed as of June 30, 2008 that did not require either Masters/Doctoral degree attainment or a Masters+30 for placement into those salary lanes on the salary schedule.

### Section 3. Payment Option

(a) All persons on teacher salary schedules shall have the option of being paid on ten (10) month or twelve (12) month basis. The total Salary shall be paid in either 22 equal

installments or in 26 equal bi-weekly installments. Teachers on 22 installments shall receive their final paycheck on the last day of school.

(b) People working in all Sundry positions, excluding anyone being paid on a regular pay period basis, shall be paid one-half (1/2) their stipend at the midpoint of their responsibility and the remaining amount at the conclusion of the responsibility.

#### Section 4. Advancement

All teachers whose work is satisfactory will advance regularly year by year on the salary schedule from the point at which they start.

#### Section 5. Payment for Summer Work

Any teacher hired to perform "summer" work as an Employee of the Board will be paid for such work in an amount or at a rate established by the Board. Where the remuneration for such work is based upon other than a "job rate," the remuneration will not be set at less than \$5.00 per hour. This provision will not apply to the work performed by Guidance Counselors and Cooperative Work Experience people during the periods they are required to work immediately prior to the beginning and immediately after the end of the regular work year, which shall be paid for at the regular per diem rate of the individuals involved, based upon their annual salaries for the preceding school year respectively. Payment for summer work contracted to be performed on or after July 1 shall be paid at the subsequent contract year rate. Payment for summer work contracted prior to July 1 and reasonably anticipated to be performed prior to July 1 shall be paid at the prior contract year rate.

#### Section 6. Credit for Advanced Lane Placement

Credit for placement beyond the Bachelor's schedule for teachers employed during the 1968-69 and subsequent school years must be in content area pursuant to prescribed regulation in

secondary schools; in an area approved by the Board of Education in elementary schools; and all such credits must be at graduate level unless prior approval has been given by the Superintendent. For any new hire after July 1, 2008, the Board of Education shall require attainment of a Masters/Doctoral degree for placement into those respective lanes of the salary schedule and a Masters+30 for placement into the 6<sup>th</sup> Year salary lane. Graduate level courses for advanced placement on the salary schedule must be through an accredited college or university and cannot be through an internet or other course which is not offered through an accredited college or university. To accept graduate courses for advancement on the salary lanes, classes must be completed at a graduate level at a college/university that has been accredited by one of the following six federally regulated and approved higher education commissions:

- New England Association of Schools and Colleges
- Middle States Association
- Southern Association of Colleges
- Northern Association of Colleges
- North Central Association of Colleges
- Western Association of Colleges

The above list of approved associations shall be reviewed yearly and mutually approved by the Superintendent and MEA by April 1<sup>st</sup> of each year. The Superintendent of Schools and MEA further agree that unique circumstances may exist when a certified employee may need to take an online course that is not offered through a college/university approved by the above associations. In such case, the employee shall make a written request seeking pre-approval from the Superintendent of Schools and the Superintendent, in consultation with the MEA, shall review the request and provide a written response within five (5) school days of receiving the written request.

All teachers existing in the bargaining unit prior to July 1, 2008, shall be “grandfathered” under the system that existed as of June 30, 2008 that did not require either Masters/Doctoral degree attainment or a Masters+30 for placement into those salary lanes on the salary schedule.

For budgetary planning purposes, any teacher that intends to attain a change in degree status must notify the Board of their intended degree attainment/change no later than October 15<sup>th</sup> for a change in degree status that will occur the following school year. All classes for degree change must be completed by the September 1<sup>st</sup> following the notification to the Board. Teachers shall provide to the Superintendent official transcripts of their successful completion of the degree advancement no later than October 15<sup>th</sup>, and once approved by the Superintendent shall result in the appropriate pay increase for the advanced degree attainment retroactive to the start of the school year.

#### Section 7. Professional Development Credits

Effective September 1, 1994, the Board of Education will no longer recognize professional development credits for placement or advancement on the salary schedule, except that it shall "grandfather" all such credits earned prior to September 1, 1994.

#### Section 8. Tuition Reimbursement

The Board shall establish a fund of \$40,000 for the purpose of reimbursing teachers for the cost of college/university courses in the following manner:

- (a) The course must relate to his/her present teaching assignment or must be for an additional endorsement to a professional certificate.
- (b) The course must be agreed to in advance by the immediate supervisor and approved in advance by the Superintendent.

(c) It must be a graduate level course at an accredited college or university. It cannot be a correspondence course. If an internet course, it must be accredited by one of the six (6) federally regulated and approved higher education commissions described in Section 6 of this Article.

(d) Proof of successful completion of the course, a grade of B or better, must be submitted to the school district.

(e) At the end of the school year the fund will be disbursed to the participating teachers proportionally up to a maximum of 75% of the cost of tuition.

(f) No more than two (2) courses per year per teacher can be submitted for reimbursement.

## **ARTICLE XVII**

### **MISCELLANEOUS**

#### **Section 1. Compliance**

The Board and Association shall comply with, and this Agreement shall be subject to, all applicable State and Federal laws and Executive Orders, including but not limited to regulations concerning the salaries and fringe benefits applicable to teachers.

#### **Section 2. Notification of Changes in Personnel File**

Teachers shall be notified of any evaluations, additions, or changes in their Personnel file and shall have the opportunity to review and discuss them with their Supervisors. Teachers may review the contents of their personnel file at any time.

#### **Section 3. Just Cause**

No teacher will be disciplined, reprimanded, suspended, dismissed, or deprived of his/her professional advancement, without just cause.

#### **Section 4. Teacher's Manual**



The Board shall provide each teacher with a Teacher's Manual, including any revisions and amendments.

#### Section 5. Agenda of Board Meeting/Minutes

One (1) copy of the agenda of each Board meeting shall be submitted in advance to the President of the Association. In addition, one copy of the approved Board minutes shall be submitted to the President of the Association.

#### Section 6. Severability

In the event any Article, Section, Provision or Appendix of this Agreement is held invalid by operation of law or by any tribunal, of competent jurisdiction, or if compliance with or enforcement of any Article or Section, Provision or Appendix is restrained by any such tribunal, such tribunal, such holding or restraint shall not affect the remaining Articles, Section and/or Appendices of this Agreement, which shall remain in full force and effect.

#### Section 7. Total Integration

This Agreement represents the sole and complete Agreement between the parties.

#### Section 8. Non-Discrimination

No teacher shall at any time be discriminated against or given additional consideration because of his age, race, creed, color, religion, nationality, sex or marital status.

#### Section 9. Teacher Facilities

Teachers will be provided, to the extent facilities permit, with the following:

- (a) Space to store instructional materials, supplies, and personal articles.
- (b) Lunch room facilities separate from students.
- (c) A furnished room to be used as a faculty lounge and/or workroom.
- (d) Clean and well-lighted rest rooms.

#### Section 10. Reduction in Force and Recall Procedure

It is the mutual desire of the parties to this Agreement, to maintain the professional excellence displayed by the teaching staff in Monroe. In the event the Board determines that the number of teachers within the system should be reduced by lay-off, teachers will be laid off in the following order:

(a) Non-tenured teachers will be laid off first. The Board may choose among non-tenured teachers at its own discretion without regard to seniority or certification.

(b) Tenured teachers with provisional certificates with the least amount of seniority within the affected certification will be laid off before provisionally certified tenured teachers that are more senior.

(c) Tenured teachers with professional certificates with the least amount of seniority within the affected certification will be laid off before professional certificate tenured teachers that are more senior.

(d) The strict application of seniority hereunder may be modified in any individual case where it is necessary to maintain a specific educational program, as so demonstrated by the Superintendent.

(e) Those teachers who become displaced in a particular department, subject area, grade level or school, because of an elimination of position, will have the right, if certified, to fill another position in the system held by a teacher with less seniority.

(f) To be eligible for recall, a teacher within thirty (30) days of separation of reduction in a portion of his/her full time assignment, must submit his/her name in writing to the Superintendent. This request to be placed on the recall list must be done by certified mail. Any

teacher whose name appears on the recall list will be eligible for recall for two consecutive school years. Notice of Recall will be effective if sent to the address on the Board's records.

(g) Any change in address by the teacher must be sent within five (5) days of such change to the Superintendent.

(h) The order of recall will be in reverse of the order of lay-off set forth herein, provided the teacher is certified to teach the available position.

(i) Acceptance of recall must be received by the Superintendent within two weeks after notification.

(j) All notices provided for in this section, must be in writing and transmitted by certified mail.

(k) Any full-time teacher who accepts recall to a part-time position will have priority for the first available full-time position for which he/she is certified.

(l) When any teacher is on the recall list the Association President will receive a notice of all vacancies within two (2) weeks of each occurrence.

(m) Upon recall to the Monroe Public Schools, all previously accrued sick days will automatically be restored with the signing of the newest contract.

(n) Length of service for purposes of determining seniority shall be based on the earliest date of continuous uninterrupted service with the Monroe Public Schools as evidenced through the certified staff member's annual signed contracts. Approved leaves of absence, in accordance with Article XIII of this Agreement, will not count as a break in service. However, there will no accrual of seniority for an approved leave of absence lasting more than ninety (90) continuous student school days in a school year.

#### Section 11. Modification of Agreement

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### Section 12. Retirement Benefit

The Board shall provide the following retirement benefit to any teacher with at least 20 years of credited service in the Connecticut Teacher Retirement System, the last fifteen of which shall have been served in the Monroe Public School System; provided the individual receives a retirement benefit under the State Teacher Retirement System within 12 months of collecting the benefit. The benefit shall consist of payment of the unused accumulated sick days in excess of 100 (but not to exceed 60) paid at the rate of \$250 per day. Payment shall be made in one lump sum.

#### Section 13. Additional Retirement Benefit

(a) Eligibility - at least 20 years of credited service in the Connecticut Teacher Retirement System, the last fifteen of which shall have been served in the Monroe Public School System; and the individual receives a retirement benefit under the State Teacher Retirement System within twelve (12) months of collecting the benefits set forth in this section.

(b) Notification of Intent - Notice of intention to retire under this plan must be filed at least six (6) months prior to the last day of employment.

(c)(1) Group Life and Dental Insurance - A teacher who retires under this section shall be eligible to continue participation in the group life and dental insurance plan with the premium to be paid by the Board of Education for a maximum period of ten years, or to age 65, whichever occurs first, under the following conditions:

(a) over 20 years service in Monroe - 50% of the premium to be paid by the Board of Education.

(b) fifteen to twenty years service in Monroe - 37-1/2% of the premium to be paid by the Board of Education.

(c)(2) Group Health/Rx Insurance – Any qualifying teacher who retires after July 1, 2011 under this section shall be eligible to continue participation in the group health insurance plan with the premium to be paid by the Board of Education for a maximum period of ten (10) years, or to age 65, whichever occurs first, under the following conditions:

- a) A teacher hired before July 1, 1996 who retires with more than 20 years of service to the District shall receive \$3,000/year toward single coverage and \$6,600/year toward two-person coverage.
- b) A teacher hired after July 1, 1996 and prior to July 1, 1999 who retires with more than 20 years of service to the District shall receive \$1,500/year toward single coverage and \$3,300/year toward two-person coverage.
- c) A teacher hired before July 1, 1996 who retires with more than 15 but less than 20 years of service to the District shall receive \$2,250/year toward single coverage and \$4,950/year toward two-person coverage.
- d) A teacher hired after July 1, 1996 and prior to July 1, 1999 who retires with more than 15 but less than 20 years of service to the District shall receive \$1,125/year toward single coverage and \$2,475/year toward two-person coverage.

The retiree health insurance benefit described in paragraphs (a) through (d) above shall only apply to a teacher who meets the specific qualifications described above.

(d) Additional Retirement Payment - An additional retirement payment under this section shall be \$10,000 per year payable for four (4) years.

(e) Implementation Date - This additional retirement benefit shall be offered on school years that end in odd numbers (e.g. 2012-2013 school year).

(f) Dates of Payment - When filing the application for retirement, the employee shall have the option of receiving the yearly payment in the month of July following retirement, or the option of receiving their yearly payment in the first month of the following calendar year.

(g) Survivorship Payment - Payments shall be made to the designated beneficiary in event of death. Such beneficiary will be noted on the application at the time an individual files for the incentive plan.

(h) The benefits set forth in this Section 13 shall not be available to teachers first employed for the 2005-2006 school year and thereafter.

#### Section 14. Protection From Arbitrary Action

Any complaint made against a teacher to a person to whom the teacher is administratively responsible by a parent, by any student or by any other person shall be called to the attention of the teacher if said complaint is to be placed in the teacher's personnel file.

#### Section 15. Substitute Teachers

The Board shall make reasonable effort to provide substitutes for absent teachers in all of the elementary, middle, and high schools.

#### Section 16. Part-time Teachers

All bargaining unit employees working 50% or more shall receive insurance benefits paid for by the Board of Education and shall pay the same premium cost share as full time employees.

When calculating part-time employment, the day shall be divided by 1/5ths (a full time teacher teaches five (5) periods, except for those teachers required to teach six (6) periods in

which case the day shall be divided by 1/6ths). For elementary school teachers this shall be based on a direct ratio to the equivalent number of full days taught per week.

Any employee hired for the 2008-09 school year and thereafter covered by the collective bargaining agreement who is employed on a part-time basis or at any time becomes a part-time employee shall receive salary, paid leave and insurance benefits described in this Agreement in an amount based on a direct ratio to the number of periods taught. If the employee elects insurance benefits described herein the employee shall pay for their insurance premium based on the same ratio of time worked, paying the difference between the Board's cost and the proportion of time worked by the teacher (ex: a .6 teacher shall pay 40% of all insurance cost), provided that the amount paid by the teacher on a pro-rata basis is at least equal to the full-time employee premium cost share.

#### Section 17. Process For Establishing Stipends For New Clubs At Masuk High School

In the event a new club is created at Masuk High School, any teacher who volunteers to serve as an advisor for the club will do so for the first year without compensation. If the club is approved as an endorsed Masuk High School organization, based on criteria established by the High School Principal and the MEA, for a second and third year of operation, the club shall qualify for a new club stipend of \$611 per year. After the club has successfully completed three years of operation, a new adjusted stipend will be negotiated based on the criteria for stipends used for similar student clubs: number of students served, benefit to students, linkage to the curricular of the High School and the needs of the students. Once the adjusted club stipend is established, it will be placed as an extra duty position in the collective bargaining agreement.

### **ARTICLE XVIII** **CONTRACTS**

Section 1. Individual Written Contract of Employment

The Board agrees to continue to use as the forms for the written contract of employment of each individual teacher the Teacher's Initial Contract, the Teacher's Long Term Contract and the Teacher's Annual Salary Contract. A contract provided for and signed electronically shall meet this requirement.

Section 2. Individual Stipend Agreements for Co-Curricular Activities

Individual contracts for stipend positions such as coaching, yearbooks and other co-curricular activities shall be issued within a reasonable amount of time prior to the start of the position, generally understood to be three (3) months in advance.

**ARTICLE XIX**  
**DURATION**

Section 1. Good Faith Negotiation for Successor Agreement

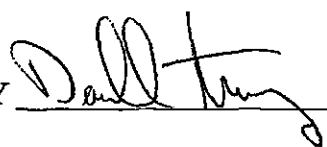
The parties agree to negotiate in good faith in an effort to secure a successor agreement in accordance with Section 10-153d-g, inclusive, of the Connecticut General Statutes, and to commence such negotiations not later than the first of November of the year preceding termination of this Agreement.

Section 2. Effective Date and Termination Date

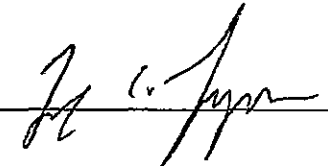
The duration of this Agreement shall be from July 1, 2014 to June 30, 2017.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals hereto on this 16 day of Sept, 2014.

MONROE BOARD OF EDUCATION

BY 

MONROE EDUCATION ASSOCIATION

BY 



BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

**APPENDIX A**  
**TEACHERS' SALARY SCHEDULE - BACHELORS DEGREE**

<b>2014-2015</b>		<b>2015--2016</b>		<b>2016-2017</b>	
<b><u>Exp.</u></b>	<b><u>Bachelors BA</u></b>	<b><u>Exp.</u></b>	<b><u>Bachelors BA</u></b>	<b><u>Exp.</u></b>	<b><u>Bachelors BA</u></b>
0,1	48,481	0	49,470	0	50,813
2	50,420	1,2	51,423	1	52,793
3,4	52,457	3	53,475	2,3	54,873
5	54,492	4,5	55,522	4	56,945
6	56,529	6	57,569	5,6	59,016
7	58,663	7	59,713	7	61,184
8	60,793	8	61,851	8	63,343
9	62,928	9	63,992	9	65,504
10	65,062	10	66,129	10	67,658
11	67,196	11	68,264	11	69,808
12	69,424	12	70,493	12	72,052
13	71,655	13	72,723	13	74,295
14	73,886	14	74,950	14	76,532
15-19+	77,173	15-19+	78,253	15-19+	79,349

For the 2014-15 contract year, teachers shall remain on the same step (not years of experience) they occupied in the 2013-14 contract year.

**Longevity**

- ❖ Teachers who have completed twenty but less than twenty-six years of teaching experience shall receive a longevity payment in the amount of \$1,729.
- ❖ Teachers who have completed twenty-six or more years of teaching experience shall receive a longevity payment in the amount of \$3,458.

\*The longevity benefit set forth herein is not available to teachers first employed for the 1996-1997 school year and thereafter.

\*The teacher who currently possesses the National Board for Professional Teaching Standards Teacher Certification shall continue to receive a \$1,000.00 yearly stipend, in addition to the salary listed for his/her appropriate step on the salary schedule. Any teacher who, during or subsequent to the 2005-2006 contract year, receives a National Board for Professional Teaching Standards Teacher Certification shall receive a one time only \$2,000.00 payment, in addition to the salary listed for their appropriate step on the salary schedule, for the year in which the teacher receives said certification. The above-referenced payments shall not apply to any certification other than the National Board for Professional Teaching Standards Teacher Certification.

## APPENDIX A

### TEACHERS' SALARY SCHEDULE - MASTERS DEGREE

<b>2014-2015</b>		<b>2015-2016</b>		<b>2016-2017</b>	
<u>Exp.</u>	<u>Masters BA +30</u>	<u>Exp.</u>	<u>Masters BA +30</u>	<u>Exp.</u>	<u>Masters BA +30</u>
0,1	54,106	0	55,209	0	56,708
2	56,436	1,2	57,558	1	59,092
3,4	58,758	3	59,898	2,3	61,464
5	61,183	4,5	62,340	4	63,938
6	63,609	6	64,779	5,6	66,407
7	66,031	7	67,213	7	68,868
8	68,455	8	69,646	8	71,327
9	70,881	9	72,078	9	73,781
10	73,305	10	74,507	10	76,230
11	75,828	11	77,034	11	78,776
12	78,344	12	79,550	12	81,310
13	80,866	13	82,071	13	83,845
14	83,385	14	84,586	14	86,371
15-19+	87,109	15-19+	88,328	15-19+	89,565

For the 2014-15 contract year, teachers shall remain on the same step (not years of experience) they occupied in the 2013-14 contract year.

#### Longevity

- ❖ Teachers who have completed twenty but less than twenty-six years of teaching experience shall receive a longevity payment in the amount of \$1,978.
- ❖ Teachers who have completed twenty-six or more years of teaching experience shall receive a longevity payment in the amount of \$3,957.

\*The longevity benefit set forth herein is not available to teachers first employed for the 1996-1997 school year and thereafter.

\*For any new hire after July 1, 2008, the Board of Education shall require attainment of the degree for placement into this salary schedule. All teachers existing in the bargaining unit prior to July 1, 2008, shall be "grandfathered" under the system that existed as of June 30, 2008 that did not require degree attainment for placement into a respective salary lane on the salary schedule.

\*The teacher who currently possesses the National Board for Professional Teaching Standards Teacher Certification shall continue to receive a \$1,000.00 yearly stipend, in addition to the salary listed for his/her appropriate step on the salary schedule. Any teacher who, during or subsequent to the 2005-2006 contract year, receives a National Board for Professional Teaching Standards Teacher Certification shall receive a one time only \$2,000.00 payment, in addition to the salary listed for their appropriate step on the salary schedule, for the year in which the teacher receives said certification. The above-referenced payments shall not apply to any certification other than the National Board for Professional Teaching Standards Teacher Certification.

**APPENDIX A**  
**TEACHERS' SALARY SCHEDULE - 6<sup>th</sup> YEAR**

<u>Exp.</u>	<u>2014-2015</u> <u>6<sup>th</sup> Year</u> <u>BA +60</u>	<u>Exp.</u>	<u>2015-2016</u> <u>6<sup>th</sup> Year</u> <u>BA +60</u>	<u>Exp.</u>	<u>2016-2017</u> <u>6<sup>th</sup> Year</u> <u>BA +60</u>
0,1	60,601	0	61,837	0	63,516
2	63,216	1,2	64,473	1	66,191
3,4	65,836	3	67,114	2,3	68,868
5	68,455	4,5	69,749	4	71,537
6	71,073	6	72,381	5,6	74,200
7	73,787	7	75,107	7	76,957
8	76,504	8	77,835	8	79,713
9	79,217	9	80,555	9	82,458
10	81,933	10	83,277	10	85,202
11	84,746	11	86,094	11	88,041
12	87,557	12	88,905	12	90,871
13	90,370	13	91,716	13	93,698
14	93,182	14	94,524	14	96,519
15-19+	97,329	15-19+	98,692	15-19+	100,073

For the 2014-15 contract year, teachers shall remain on the same step (not years of experience) they occupied in the 2013-14 contract year.

**Longevity**

- ❖ Teachers who have completed twenty but less than twenty-six years of teaching experience shall receive a longevity payment in the amount of \$2,193.
- ❖ Teachers who have completed twenty-six or more years of teaching experience shall receive a longevity payment in the amount of \$4,386.

\*The longevity benefit set forth herein is not available to teachers first employed for the 1996-1997 school year and thereafter.

\*For any new hire after July 1, 2008, the Board of Education shall require attainment of a Masters Degree + 30 credits for placement into this salary schedule. All teachers existing in the bargaining unit prior to July 1, 2008, shall be "grandfathered" under the system that existed as of June 30, 2008 to be placed in this lane on the salary schedule that required a BA+60 credits.

\*The teacher who currently possesses the National Board for Professional Teaching Standards Teacher Certification shall continue to receive a \$1,000.00 yearly stipend, in addition to the salary listed for his/her appropriate step on the salary schedule. Any teacher who, during or subsequent to the 2005-2006 contract year, receives a National Board for Professional Teaching Standards Teacher Certification shall receive a one time only \$2,000.00 payment, in addition to the salary listed for their appropriate step on the salary schedule, for the year in which the teacher receives said certification. The above-referenced payments shall not apply to any certification other than the National Board for Professional Teaching Standards Teacher Certification.

**APPENDIX A**  
**TEACHERS' SALARY SCHEDULE - DOCTORAL/MA +60**

<b>2014-2015</b>		<b>2015-2016</b>		<b>2016-2017</b>	
<b><u>Exp.</u></b>	<b><u>Doctoral</u> <u>MA +60</u></b>	<b><u>Exp.</u></b>	<b><u>Doctoral</u> <u>MA +60</u></b>	<b><u>Exp.</u></b>	<b><u>Doctoral</u> <u>MA +60</u></b>
0,1	65,434	0	66,769	0	68,582
2	68,052	1,2	69,406	1	71,255
3,4	70,672	3	72,043	2,3	73,926
5	73,291	4,5	74,676	4	76,590
6	75,904	6	77,301	5,6	79,244
7	78,623	7	80,030	7	82,001
8	81,338	8	82,753	8	84,750
9	84,048	9	85,468	9	87,487
10	86,766	10	88,189	10	90,228
11	89,579	11	91,003	11	93,061
12	92,389	12	93,811	12	95,886
13	95,202	13	96,620	13	98,709
14	98,014	14	99,426	14	101,524
15-19+	102,229	15-19+	103,660	15-19+	105,112

Note: For the 2014-15 contract year, teachers shall remain on the same step (not years of experience) they occupied in the 2013-14 contract year.

**Longevity**

- ❖ Teachers who have completed twenty but less than twenty-six years of teaching experience shall receive a longevity payment in the amount of \$2,193.
- ❖ Teachers who have completed twenty-six or more years of teaching experience shall receive a longevity payment in the amount of \$4,386.

\*The longevity benefit set forth herein is not available to teachers first employed for the 1996-1997 school year and thereafter.

\*For any new hire after July 1, 2008, the Board of Education shall require attainment of the degree for placement into this salary schedule. All teachers existing in the bargaining unit prior to July 1, 2008, shall be "grandfathered" under the system that existed as of June 30, 2008 that did not require degree attainment for placement into a respective salary lane on the salary schedule.

\*The teacher who currently possesses the National Board for Professional Teaching Standards Teacher Certification shall continue to receive a \$1,000.00 yearly stipend, in addition to the salary listed for his/her appropriate step on the salary schedule. Any teacher who, during or subsequent to the 2005-2006 contract year, receives a National Board for Professional Teaching Standards Teacher Certification shall receive a one time only \$2,000.00 payment, in addition to the salary listed for their appropriate step on the salary schedule, for the year in which the teacher receives said certification. The above-referenced payments shall not apply to any certification other than the National Board for Professional Teaching Standards Teacher Certification.

**APPENDIX B**

**TEACHERS' SALARY SCHEDULE**

Department chairpersons shall in addition to their regular annual salaries, be paid annual salaries for performing the duties of a departmental chairperson in accordance with the following:

\$3,583, plus an additional \$240 for each teaching position to be evaluated by department chairperson.

**APPENDIX C - EXTRA DUTY STIPENDS**

<b>POSITIONS</b>	<b># of Stipends</b>	<b>Proposed Stipend 14/15</b>
<b>HIGH SCHOOL HEAD COACHES</b>		
Baseball	1	\$5,907.00
Basketball	2	\$6,570.00
Cross country	2	\$4,263.00
Diving	2	\$1,706.00
Field Hockey	1	\$5,103.00
Football	1	\$7,085.00
Golf	2	\$4,263.00
Ice Hockey	1	\$5,907.00
Lacrosse	2	\$5,103.00
Soccer	2	\$5,103.00
Softball	1	\$5,907.00
Swimming	2	\$5,103.00
Tennis	2	\$4,263.00
Track	2	\$5,103.00
Track, Winter (Co-ed)	1	\$5,103.00
Volleyball	2	\$5,103.00
Wrestling	1	\$5,103.00
Weight Trainer (Fall/Winter)	1	\$4,263.00
Weight Trainer (Spring/Summer)	1	\$4,263.00
Cheerleading (Fall)	1	\$3,445.00
Cheerleading (Winter)	1	\$3,445.00
<b>HIGH SCHOOL ASSISTANT COACHES</b>		
Baseball	2	\$3,278.00
Basketball	4	\$3,937.00
Field Hockey	2	\$3,278.00
Football	6	\$3,937.00
Ice Hockey	1	\$3,278.00
Lacrosse	2	\$3,278.00

<b>POSITIONS</b>	<b># of Stipends</b>	<b>Proposed Stipend 14/15</b>
Soccer	4	\$3,278.00
Softball	1	\$3,278.00
Swimming	2	\$3,278.00
Track	2	\$3,278.00
Volleyball	3	\$3,278.00
Track, Winter Coed	2	\$3,278.00
Wrestling	1	\$3,278.00
Cheerleading Asst. (fall)	1	\$2,662.00
Cheerleading Asst. (winter)	1	\$2,662.00
<b>HIGH SCHOOL ADVISORS</b>		
Athletic Activities Coordinator	2	\$2,042.00
Summer School Dir.	1	\$4,294.00
Actions Against Hunger	1	\$631.00
Advisory Coordinator	1	\$826.00
Art club	1	\$631.00
Capstone	2	\$6,500.00
Chess	1	\$631.00
Class Advisors - Freshman	2	\$919.00
Class Advisors - Juniors	3	\$1,286.00
Class Advisors - Seniors	3	\$1,286.00
Class Advisors - Sophomore	3	\$919.00
Crossword Puzzle	1	\$631.00
Culinary Arts Club Advisor	1	\$2,340.00
D.E.C.A	1	\$2,628.00
Dance Team Advisor	2	\$2,628.00
Dance Team Coach	1	\$1,894.00
Environmental Club	1	\$630.00
F.B.L.A	1	\$3,765.00
Fire Brigade	1	\$905.00
Debate Club	1	\$2,581.00
French Club	1	\$631.00
Fresh Fest Stipend	30	\$105.00
Honor Societies Advisors	2	\$631.00



<b>POSITIONS</b>	<b># of Stipends</b>	<b>Proposed Stipend 14/15</b>
Interact Advisor	1	\$2,049.00
Latin Club	1	\$631.00
Literary Magazine	1	\$1,320.00
Masuk Representative Assembly	1	\$2,628.00
Math Team	1	\$1,320.00
Masuk Buddies Club	2	\$1,065.00
Newspaper	1	\$3,868.00
Music		
Camarata	1	\$1,514.00
Chamber Choir	1	\$2,340.00
Instrumental Chamber Ensemble	1	\$889.00
Sinfonietta Ensemble	1	\$2,279.00
Jazz Director	1	\$2,340.00
Wind Ensemble	1	\$913.00
Marching Band Director	1	\$5,507.00
Asst. Marching Band Director	1	\$2,628.00
Drill Writer	1	\$2,000.00
Marching Band Percussion Advisor	1	\$913.00
Color Guard Advisor	2	\$2,628.00
Color Guard Coach	1	\$1,094.00
March Coach	2	\$841.00
Winter Guard Instructor	2	\$2,066.00
Robotics Club Advisor	2	\$2,630.00
Robotics Club Assistant Advisor	2	\$900.00
Science Club	1	\$631.00
Spanish Club	1	\$631.00
Technology Integrator (2)	2	\$3,984.00
Theater		
Director	2	\$2,731.00
Assistant Director (Theatre)	2	\$1,100.00
Assistant Director (Dance Showcase)	1	\$1,100.00
Assistant Director (LimeLight)	1	\$1,100.00
Producer	2	\$2,098.00
Technical Director	2	\$1,706.00

<b>POSITIONS</b>	<b># of Stipends</b>	<b>Proposed Stipend 14/15</b>
Lighting Design	2	\$1,936.00
Set Design	2	\$1,482.00
Choreographer	1	\$1,936.00
Set Constructor	2	\$1,936.00
Costume/Prop Coordinator	2	\$1,136.00
Instrumental Director	1	\$1,936.00
Vocal Coordinator	1	\$1,936.00
House Manager	2	\$458.00
Unified Sports Coordinator (3)	3	\$811.00
Unified Sports Coach(3)	3	\$811.00
Video Production (2)	2	\$1,486.00
Yearbook	1	\$3,868.00
<b>MIDDLE SCHOOL HEAD COACHES</b>		
Baseball	1	\$2,400.00
8th Grade Basketball (2)	2	\$2,827.00
7th Grade Basketball (2)	2	\$2,827.00
Soccer	1	\$765.00
Softball	1	\$2,400.00
Track	1	\$1,709.00
Cross country	1	\$1,709.00
WinterGuard Instructor	1	\$841.00
<b>MIDDLE SCHOOL ADVISORS</b>		
Art Club (7/8)	1	\$631.00
Choir	1	\$913.00
Debate Club )	1	\$1,239.00
Grade 8 Commemorative Project	1	\$512.00
Strings (2)	2	\$889.00
Jazz Director	1	\$913.00
Marching Band Director	1	\$913.00
Newspaper	1	\$1,313.00
Robotics Club Advisor (2)	2	\$631.00
Student Activists Advisor	1	\$1,032.00

<b>POSITIONS</b>	<b># of Stipends</b>	<b>Proposed Stipend 14/15</b>
Theater		
Play Director	2	\$2,731.00
Play Producer	2	\$2,049.00
Technical Director	2	\$1,137.00
Scenic Director	2	\$996.00
Set Construction Director	2	\$989.00
Instrumental Director / Theatre	1	\$774.00
Music Director	1	\$1,936.00
Costume director	2	\$774.00
6th Grade Advisor	1	\$631.00
7th Grade Advisor	1	\$913.00
8th Grade Advisor	1	\$2,628.00
Wind ensemble	1	\$913.00
Jockapella	1	\$631.00
Yearbook	1	\$2,533.00
<b>MIDDLE SCHOOL STIPEND POSITIONS</b>		
Advisory/Activities Coordinator	1	\$1,157.00
Athletic Director	1	\$3,937.00
Videographer	1	\$2,304.00
Intramural Director (2)	2	\$3,120.00
Team Leader	9.5	\$3,583.00
Math Counts	1	\$852.00
Computer Technology Integrator	2	\$3,984.00
Reading Consultant	1	\$2,500.00
<b>ELEMENTARY SCHOOL STIPEND POSITIONS</b>		
K-5 Coordinators (3)	3	\$4,426.00
Intramural Director	3	\$2,304.00
Music-Elementary (FH-7600)	4	\$3,800.00
Reading Consultant	3	\$2,500.00
Computer Technology Integrator	3	\$3,954.00

Data Team Leader (3)	3	\$1,290.00
Math Coach	3	\$1,290.00
Science Coach	3	\$1,290.00
OTHER POSITIONS		
Ch. 17 Production Director	1	\$2,731.00
District Climate Officer	1	\$3,500.00
A & I Summer School Director (2)	2	\$4,723.00
Adult Education / Cert Teacher		\$41.69
Curriculum Work / Cert. Teacher		\$41.31
Homebound Tutor / Cert. Teacher		\$55.77
Adult Ed. Dir (Fall Spring)	2	\$4,294.00
Summer School / Cert. Teacher		\$55.77

### **ALL SCHOOLS**

Use of Private Autos for School

Business by Teachers . . . Per Mile shall be reimbursed at the prevailing IRS mileage allowance

## **IN HOUSE FACILITATORS**

### **INDIVIDUAL**

1 Hour Presentation	\$ 82
2 Hour Presentation	\$165
3 Hour Presentation	\$165
Presentation Greater than 3 Hours	\$196
2 Hour Workshop Repeated During the Same Day	\$196
Two Different 2 Hour Workshops	\$306

### **GROUP (3 or More)**

1 Hour Presentation	\$190
2 Hour Presentation	\$374
3 Hour Presentation	\$374
Presentation Greater than 3 Hours	\$460
2 Hour Workshop Repeated During the Same Day	\$460
Two Different 2 Hour Workshops	\$526

### **TEACHER-IN-CHARGE STIPENDS**

<b><u>Length of Time</u></b>	<b><u>Masters/BA + 30</u></b>	<b><u>Sixth Yr/BA + 60</u></b>	<b><u>Doctorate/MA + 60</u></b>
0 < t < 3 hrs	\$42.34	\$47.51	\$49.57
3 hrs < t < 7 hrs	\$84.69	\$95.01	\$99.15
t ≥ 1 day	\$106.37 per day	\$118.76 per day	\$124.96 per day

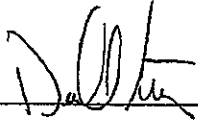
## LETTER OF UNDERSTANDING

### Tuition Waiver

Effective September 1, 1994, the Board will grant tuition waiver for staff children attending the Monroe Public School System as follows: currently enrolled children of teachers and their siblings, full tuition waiver; for non-enrolled children of teachers, 75% tuition waiver for the 1994-95 school year and 50% tuition waiver for the 1995-96 school year and thereafter.


Teachers employed on or after September 1, 1994 shall pay 100% of tuition.

MONROE BOARD OF EDUCATION

\_\_\_\_\_  
/s/ 

Date: 9-16-2013

MONROE EDUCATION ASSOCIATION

\_\_\_\_\_  
/s/ 

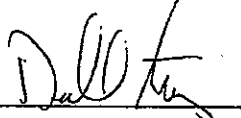
Date: 9/18/13

**LETTER OF UNDERSTANDING**

**MEA President Release Time**

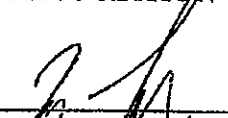
The practice of release time for the MEA President shall continue, provided, however, that if the MEA President is a self-contained classroom teacher, then the release time shall consist of release from supervisory duty of a minimum of thirty minutes.

MONROE BOARD OF EDUCATION

\_\_\_\_\_  
/s/ 

Date: 9-16-2013

MONROE EDUCATION ASSOCIATION

\_\_\_\_\_  
/s/ 

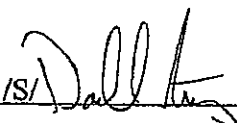
Date: 09/16/13

## LETTER OF UNDERSTANDING

### INSURANCE/RETIREMENT

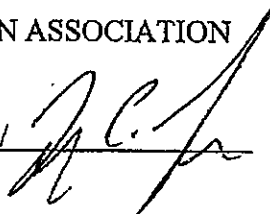
The Monroe Board of Education and the Monroe Board of Education agree that in the event a teacher, eligible to retire in a given school year, agrees to an unpaid leave of absence to commence at the start of the given school year, the Board of Education will continue to pay full health insurance premiums up to December 31<sup>st</sup> of said school year.

MONROE BOARD OF EDUCATION

\_\_\_\_\_  
/s/ 

Date: 9-17-2013

MONROE EDUCATION ASSOCIATION

\_\_\_\_\_  
/s/ 

Date: 9/18/13



## LETTER OF UNDERSTANDING

WHEREAS, the Monroe Board of Education has instituted an eight period day at the high school; and

WHEREAS, The Monroe Education Association claims the Board of Education cannot make such unilateral changes; and

WHEREAS, the parties wish to settle all disputes related to these issues.

NOW THEREFORE, the parties hereto agree as follows:

To the extent that the eight period day at the high school is in effect for any of the school years of the 2005-08 Collective Bargaining Agreement, the following shall apply:

- 1) When calculating personal days one period shall equal 1/8 personal day.
- 2) When calculating part time employment the day shall be divided by 1/5ths (a full time teacher teaches 5 periods, except for those required to teach 6).

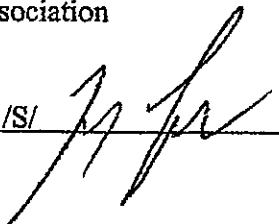
All other provisions of the contract shall remain in full force and effect.

This Agreement shall be in effect for the term of the 2005-08 Collective Bargaining Agreement and both parties reserve its respective rights to raise the issues at the conclusion of this agreement.

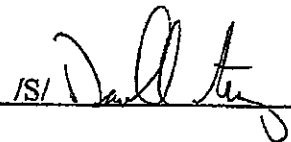
This Agreement shall not be used as practice or precedent in any regard.

Dated at Monroe, Connecticut the 16 day of September, 2013

Monroe Education Association

\_\_\_\_\_  
/S/ 

Monroe Board of Education

\_\_\_\_\_  
/S/ 

## **SIDE LETTER AGREEMENTS**

Prior to May 1, 2011, the District and Association will make every reasonable effort to incorporate all Agreements, Memoranda of Understanding and Memoranda of Agreement into the Collective Bargaining Agreement as an Appendix along with the other side letters presently attached to the Collective Bargaining Agreement.

# APPENDIX D – HEALTH INSURANCE SUMMARY OF BENEFITS

## CLIENT SUMMARY OF BENEFITS

Cigna Health and Life Insurance Co.  
For - Monroe Board of Education  
Open Access Plus Plan - HDHP HSA Plan H



Plan Highlights	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Plan pays 100% coinsurance	Plan pays 70% coinsurance
<b>Maximum Reimbursable Charge</b> Out-of-network services are subject to a Contract Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (200%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.	Not Applicable	200%
<b>Contract Year Deductible</b> <ul style="list-style-type: none"> <li>The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.</li> <li>All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.</li> <li>This plan includes a combined Medical/Pharmacy plan deductible.</li> <li>Retail and home delivery pharmacy costs contribute to the combined medical/pharmacy deductible.</li> </ul>	Individual: \$2,000 Family: \$4,000	Individual: \$2,000 Family: \$4,000

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Plan Highlights	In-Network	Out-of-Network
<b>Contract Year Out-of-Pocket Maximum</b> <ul style="list-style-type: none"> <li>• The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>• Plan Deductibles contribute towards your out-of-pocket maximum.</li> <li>• Copays and benefit deductibles do not contribute towards the out-of-pocket maximum.</li> <li>• Mental health and substance abuse covered expenses contribute towards your out-of-pocket maximum.</li> <li>• All eligible family members contribute towards the family out-of-pocket maximum. Once the family out-of-pocket maximum has been met, the plan will pay each eligible family member's covered expenses at 100%</li> <li>• This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> <li>• Retail and home delivery pharmacy costs contribute to the combined medical/pharmacy out-of-pocket maximum.</li> </ul>	Individual: \$3,500 Family: \$7,000	Individual: \$4,000 Family: \$8,000
<b>Pre-Existing Condition Limitation (PCL)</b>	Not Applicable	Not Applicable
<b>Pre-certification - Continued Stay Review - PHS+ Inpatient - required for all inpatient admissions.</b>	Coordinated by your physician	Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance. <ul style="list-style-type: none"> <li>• The lesser of 50% or \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.</li> <li>• The lesser of 50% or \$500 for any admission reviewed by Cigna Healthcare and not certified.</li> <li>• The lesser of 50% or \$500 for any additional days not certified by Cigna Healthcare.</li> </ul>

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Plan Highlights	In-Network	Out-of-Network
Pre-certification - Continued Stay Review - PHS+ Outpatient Prior Authorization - required for selected outpatient procedures and diagnostic testing	Coordinated by your physician	Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance. <ul style="list-style-type: none"> <li>The lesser of 50% or \$500 penalty applied to outpatient procedures/diagnostic testing charges for failure to contact Cigna Healthcare and to precertify admission.</li> <li>The lesser of 50% or \$500 for any outpatient procedures/diagnostic testing reviewed by Cigna Healthcare and not certified.</li> </ul>
Benefit	In-Network	Out-of-Network

#### Physician Services

Primary Care Physician (PCP) Office Visit	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
Specialty Care Physician Office Visit	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
Surgery Performed in Physician's Office	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
Allergy Treatment/Injections	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
Allergy Serum Dispensed by the physician in the office	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
Benefit	In-Network	Out-of-Network

#### Preventive Care

<b>Routine Preventive Care - All Ages</b> <ul style="list-style-type: none"> <li>Includes well-baby, well-child, well-woman and adult preventive care</li> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit.</li> </ul>	Plan pays 100%, no plan deductible	Plan pays 70% coinsurance after plan deductible is met
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<b>Immunizations - All Ages</b>	Plan pays 100%, no plan deductible	Plan pays 70% coinsurance after plan deductible is met
<b>Mammogram, PAP, PSA Tests</b> <ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>	Plan pays 100%, no plan deductible	Plan pays 70% coinsurance after plan deductible is met
<b>Colonoscopies</b>  Including the following procedures:  Stool based deoxyribonucleic acid (DNA) test Sigmoidoscopy Barium enema Colonoscopies Colonographies Fecal occult blood tests  Note: this benefit pertains to all providers & places of service (including lab) for all services related to these procedures.	Plan pays 100%, no plan deductible	Plan pays 70% coinsurance after plan deductible is met
<b>Benefit</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Inpatient</b>		
<b>Inpatient Hospital Facility</b>  <b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Inpatient Hospital Physician's Visit/Consultation</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met

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Benefit	In-Network	Out-of-Network
<b>Inpatient</b>		
<b>Multiple Surgical Reduction</b>	Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.	
Benefit	In-Network	Out-of-Network
<b>Outpatient</b>		
<b>Outpatient Facility Services</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists.</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Short-Term Rehabilitation</b> <ul style="list-style-type: none"> <li>Includes physical therapy, speech therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy</li> <li>45 days maximum per Contract Year</li> <li>Therapy days, provided as part of an approved Home Health Care plan, accumulate to the outpatient short term rehab therapy maximum</li> <li>Physical and/or occupational therapy for autism spectrum disorder is covered on an unlimited basis</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Speech Therapy</b> <ul style="list-style-type: none"> <li>Unlimited contract year maximum</li> <li>Speech therapy for autism spectrum disorder is covered on an unlimited basis</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Cardiac Rehabilitation</b> <ul style="list-style-type: none"> <li>36 days maximum per Contract Year</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Chiropractic Care</b> <ul style="list-style-type: none"> <li>30 days maximum per Contract Year</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
Benefit	In-Network	Out-of-Network
<b>Other Health Care Facilities/Services</b>		

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<b>Home Health Care</b> (includes outpatient private duty nursing days when approved as medically necessary) <ul style="list-style-type: none"> <li>• 100 days maximum per Contract Year</li> <li>•</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>• 90 days maximum per Contract Year</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>• Unlimited maximum per Contract Year</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Consumable Medical Supplies</b> <ul style="list-style-type: none"> <li>• Includes supplies for Epidermolysis Bullosa</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Breast Feeding Equipment and Supplies</b> <ul style="list-style-type: none"> <li>• Limited to the rental of one breast pump per birth as ordered or prescribed by a physician.</li> <li>• Includes related supplies</li> </ul>	Plan pays 100%	Plan pays 70% coinsurance after plan deductible is met
<b>External Prosthetic Appliances (EPA)</b> <ul style="list-style-type: none"> <li>• Unlimited maximum per Contract Year</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Pain Management</b> <ul style="list-style-type: none"> <li>• Includes Prolotherapy</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Ostomy Supplies</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Orthotics</b> <ul style="list-style-type: none"> <li>• Includes foot orthotics, custom arch supports and molded shoes</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Nutritional Supplements</b> <ul style="list-style-type: none"> <li>• Covers Nutritional Formulas for amino acid modified preparations and low protein modified food products only</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Lead Poisoning Screening</b> <ul style="list-style-type: none"> <li>• For children birth through age 2 years</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Early Intervention Services</b> <ul style="list-style-type: none"> <li>• Birth to age 3 for claims submitted by Birth to Three Program agencies only</li> </ul>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met

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Benefit	In-Network	Out-of-Network
<b>Other Health Care Facilities/Services</b>		
<b>Routine Foot Disorders</b>	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease when medically necessary.	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease when medically necessary.
<b>Acupuncture</b> • 20 days maximum per Contract Year	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Hearing Exams</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Hearing Aid</b> • For children age 12 and under. Limited to \$1,000 maximum per 24 months	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Wigs</b> • \$350 maximum per Contract Year	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
<b>Place of Service - You pay based on where you receive services.</b>		

Benefit	Physician's Office		Outpatient Facility		Emergency Room/ Urgent Care Facility		Independent Lab		Inpatient Hospital	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Lab and X-ray</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met		Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Covered under plan's Inpatient Hospital benefit	Covered under plan's Inpatient Hospital benefit
<b>Advanced Radiology Imaging (MRI, MRA, CAT Scan, PET Scan, etc.)</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met		Not Applicable	Not Applicable	Covered under plan's Inpatient Hospital benefit	Covered under plan's Inpatient Hospital benefit

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**Place of Service - You pay based on where you receive services.**

Benefit	Physician's Office		Emergency Room		Outpatient Professional Services (Radiologist, Pathologist, ER Physician)		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Emergency Care</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met

\* - Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered

**Place of Service - You pay based on where you receive services.**

Benefit	Physician's Office		Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Urgent Care</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met

\* - Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered

**Place of Service - You pay based on where you receive services.**

Benefit	Initial Visit to Confirm Pregnancy		All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Maternity</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit

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**Place of Service - You pay based on where you receive services.**

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospice (provided as part of Hospice Care Program)	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
Bereavement Counseling (Services provided as part of Hospice Care Program)	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met

**Place of Service - You pay based on where you receive services.**

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Abortion (Elective and non-elective procedures)	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met

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**Place of Service - You pay based on where you receive services.**

Benefit	Physician's Services - Office Visit		Inpatient Hospital Facility		Outpatient Facility Services		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Family Planning - Men's Services</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
Includes surgical services, such as vasectomy (excludes reversals).										
<b>Family Planning - Women's Services</b>	Plan pays 100%	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100%	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100%	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100%	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100%	Plan pays 70% coinsurance after plan deductible is met
Includes surgical services, such as tubal ligation (excludes reversals).										
Contraceptive devices as ordered or prescribed by a physician.										
<b>Infertility</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc.										
Unlimited lifetime maximum										

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**Place of Service - You pay based on where you receive services.**

Benefit	Inpatient Hospital Facility			Inpatient Professional Services		
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network
Organ Transplants	Plan pays 100%	Plan pays 100% coinsurance after plan deductible is met	Not covered	Plan pays 100%	Plan pays 100% coinsurance after plan deductible is met	Not covered
Travel Lifetime Maximum - Lifesource Facility: In-Network: \$10,000 maximum per Transplant per Lifetime						

**Place of Service - You pay based on where you receive services.**

Benefit	Physician's Services - Office Visit		Inpatient Hospital Facility		Outpatient Facility Services		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
Dental Care	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met

Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.

**Place of Service - You pay based on where you receive services.**

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
TMJ - Limited to Diagnosis Only	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met

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**Place of Service - You pay based on where you receive services.**

Benefit	Physician's Services - Office Visit		Inpatient Hospital Facility		Outpatient Facility Services		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Bariatric Surgery</b>	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered

**Place of Service - You pay based on where you receive services.**

Benefit	Inpatient		Outpatient - Physician's Office (includes individual, group therapy mental health and intensive outpatient mental health)		Outpatient Facility (includes individual, group therapy mental health and intensive outpatient mental health)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Mental Health</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met

- Unlimited maximum per contract year
- Mental Health services are paid at 100% after you reach your out-of-pocket maximum

**Place of Service - You pay based on where you receive services.**

Benefit	Inpatient		Outpatient - Physician's Office (includes individual and intensive outpatient substance abuse)		Outpatient Facility (includes individual and intensive outpatient substance abuse)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Substance Abuse</b>	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met	Plan pays 100% coinsurance after plan deductible is met	Plan pays 70% coinsurance after plan deductible is met

**Note:** Detox is covered under medical

- Unlimited maximum per contract year
- Substance Abuse services are paid at 100% after you reach your out-of-pocket maximum

**Mental Health and substance abuse services**

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**MH/SA Service Specific Administration****Partial Hospitalization, Residential Treatment and Intensive Outpatient Programs:**

- Partial Hospitalization: The coinsurance level for partial hospitalization services is the same as the coinsurance level for inpatient MH/SA services.
- Standard for Residential Treatment: Subject to the plan's inpatient MH/SA benefit. Coverage only if approved through Cigna Behavioral Health Case Management.
- Intensive Outpatient Program (IOP): Benefit is the same as outpatient visits. Coverage only if approved through Cigna Behavioral Health Case Management.

**Mental Health/Substance Abuse Utilization Review, Case Management and Programs****Cigna Behavioral Advantage - Inpatient and Outpatient Management**

- Inpatient utilization review and case management
- Outpatient utilization review and case management
- Partial hospitalization
- Intensive outpatient programs
- Changing Lives by Integrating Mind and Body Program
- Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.
- Narcotic Therapy Management
- Complex Psychiatric Case Management

Pharmacy	In-Network	Out-of-Network
<b>Cigna Pharmacy three-tier copay plan</b> <ul style="list-style-type: none"> <li>• No Mandatory Generics</li> <li>• Self Administered injectable drugs - includes infertility drugs</li> <li>• Oral Contraceptives included</li> <li>• Includes Oral Contraceptives - with specific products covered 100%</li> <li>• Lifestyle drugs included - limited to sexual dysfunction</li> <li>• Oral Fertility drugs included</li> <li>• Insulin, glucose test strips, lancets, insulin needles &amp; syringes, insulin pens and cartridges included</li> </ul> <p>Copays apply in network after deductible</p>	<b>Retail - (30 day supply)</b> Generic: You pay \$5 after deductible Preferred Brand: You pay \$20 after deductible Non-Preferred Brand: You pay \$35 after deductible  <b>Home delivery - (90 day supply)</b> Generic: You pay \$5 after deductible Preferred Brand: You pay \$20 after deductible Non-Preferred Brand: You pay \$35 after deductible	<b>Retail</b> You pay 30% Plan pays 70% after deductible
<b>Pharmacy Clinical Management and Prior Authorization</b> <ul style="list-style-type: none"> <li>• Your plan is subject to certain clinical edits and prior authorization requirements</li> <li>• Refill-too-soon and plan exclusion edits are always included</li> <li>• Additional clinical management - Basic package - provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications</li> </ul>		

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Pharmacy	In-Network	Out-of-Network
<b>Specialty Pharmacy Management:</b> <ul style="list-style-type: none"> <li>• Clinical Programs <ul style="list-style-type: none"> <li>◦ Prior authorization is required on specialty medications but quantity limits may apply.</li> <li>◦ Theracare® Program</li> </ul> </li> <li>• Medication Access Option <ul style="list-style-type: none"> <li>◦ Retail and/or Home Delivery</li> </ul> </li> </ul>		
<b>Additional Information</b>		
<b>Prescription Drug List:</b> <ul style="list-style-type: none"> <li>• Cigna Standard Prescription Drug List</li> </ul>		
<b>Health and Wellness Programs</b>		
<b>Your Health First - 200</b> Individuals with one or more of the chronic conditions, identified on the right, receive the following support: <ul style="list-style-type: none"> <li>• Health and Wellness Coaching</li> <li>• Cigna Well Informed Program</li> <li>• Preference Sensitive Care</li> <li>• 24 hour Health Information Line</li> <li>• Pre/Post Discharge Outreach</li> </ul>		Holistic health support for the following chronic health conditions: <ul style="list-style-type: none"> <li>• Heart Disease</li> <li>• Coronary Artery Disease</li> <li>• Angina</li> <li>• Congestive Heart Failure</li> <li>• Acute Myocardial Infarction</li> <li>• Peripheral Arterial Disease</li> <li>• Asthma</li> <li>• Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)</li> <li>• Diabetes Type 1</li> <li>• Diabetes Type 2</li> <li>• Metabolic Syndrome/Weight Complications</li> <li>• Osteoarthritis</li> <li>• Low Back Pain</li> <li>• Anxiety</li> <li>• Bipolar Disorder</li> <li>• Depression</li> </ul>
<b>Case Management</b> Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.		
<b>Definitions</b>		

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**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called coinsurance.

**Copay** - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "maximum reimbursable charges" or negotiated fees for covered services.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

## Dollars & Sense

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**DOLLARS & SENSE:** Easy ways to decrease your out-of-pocket health care expenses.

**In-network care**

Using doctors, hospitals and facilities that participate in the Cigna network can save you money. In addition, choosing Cigna Care designated specialists - doctors in 19 specialties who have been identified for their superior performance in quality and cost efficiency - may save you even more. You can verify that a doctor or facility is in Cigna's network and learn more about the Cigna Care designation by checking the directory on [myCigna.com](http://myCigna.com) or [Cigna.com](http://Cigna.com), or by calling the customer service number on the back of your Cigna ID card. Cigna is open 24/7.

**Urgent care**

**(Average urgent care center cost \$131 / Average hospital ER cost \$1,523)**

Many people use the emergency room (ER) for conditions that are not serious or life-threatening. Using an urgent care center or your doctor's office instead of an ER can save you hundreds of dollars and provides the same quality of care as an ER. If you need care and are not sure if you need to go to the ER, speak with your doctor or call Cigna's 24-hour nurse line at the number on the back your Cigna ID card to determine the most appropriate location for urgent care.

**Convenience care or retail clinics**

**(Average convenience care clinic cost \$61 / Average hospital ER cost \$1,523)**

Convenience care clinics provide quick and easy access to high quality treatment for common medical conditions when your doctor is not available. These clinics are located in department stores, grocery stores and pharmacies. To locate convenience care clinics, you can check the Directory on [myCigna.com](http://myCigna.com) or [Cigna.com](http://Cigna.com), or call the customer service number on the back of your Cigna ID card. Cigna is open 24/7.

**Laboratory and pathology tests**

**(Average LabCorp/Quest cost \$9 / Average other lab cost \$24 / Average outpatient hospital lab cost \$48)**

Two of the nation's largest and most prominent laboratories, Quest Diagnostics, Inc. (Quest) and Laboratory Corporation of America (LabCorp), participate in the Cigna network. Services at these labs can cost 70-75% less and offer the same or better quality than hospital laboratories. When you need lab services, discuss these options with your doctor. To find the nearest Quest and LabCorp locations, check the directory on [myCigna.com](http://myCigna.com) or [Cigna.com](http://Cigna.com).

**Radiology services (MRI or CT scan)**

**(Average independent radiology facility cost \$591 / Average outpatient hospital cost \$1,198)**

If you need to have an MRI or CT scan, you can save hundreds of dollars by using an independent radiology center. While Cigna contracts with all types of facilities that provide radiology services, using independent radiology centers will save you money, without any difference in quality. Discuss location options with your doctor. For help locating the most cost effective facility in which to have an MRI or CT scan, you can use the cost comparison tools on [myCigna.com](http://myCigna.com) or call the customer service number on the back of your Cigna ID card.

**Colonoscopy, endoscopy or arthroscopy**

**(Average freestanding surgery center cost \$1,438 / Average outpatient hospital cost \$2,821)**

When a doctor recommends a colonoscopy, GI endoscopy or arthroscopy, make sure you know your options. Using a freestanding outpatient surgery center for these procedures instead of a hospital can often save hundreds of dollars, while maintaining the same high quality as a hospital. Talk with your doctor about options. For help locating the most appropriate facility, you can use our cost comparison tools on [myCigna.com](http://myCigna.com) or call the customer service number on the back of your Cigna ID card.

**Cigna Home Delivery Pharmacy**

You can save money and enjoy convenient home delivery by using Cigna Home Delivery Pharmacy for your prescription medications. You can get up to a 90-day supply of your medication.

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## Exclusions

### What's Not Covered (not all-Inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- care for health conditions that are required by state or local law to be treated in a public facility.
- care required by state or federal law to be supplied by a public school system or school district.
- care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan.
- assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- for or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
  - not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
  - not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
  - the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or
  - the subject of an ongoing phase I, II or III clinical trial, except as provided in the "Clinical Trials" section of this plan.
- cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Rhinoplasty; Blepharoplasty; Acupressure; Craniosacral/cranial therapy; Dance therapy, Movement therapy; Applied kinesiology; Roling and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- for medical and surgical services, initial and repeat, intended for the treatment or control of obesity including clinically severe (morbid) obesity, including: medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety,

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## Exclusions

- and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays or mental retardation.
- therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
- aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- all non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- dental implants for any condition.
- fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- blood administration for the purpose of general improvement in physical condition.
- cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- cosmetics, dietary supplements and health and beauty aids.
- medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- for or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- telephone, e-mail, and Internet consultations, and telemedicine.
- massage therapy.

### These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description – the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

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ASO

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