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MONROE
BOARD OF EDUCATION



And
MONROE
EDUCATION ASSOCIATION



TEACHERS' CONTRACT

July 1, 2017 through June 30, 2020

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ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative for all members of the teachers bargaining unit which means the group of professional employees who hold a certificate or durational shortage area permit issued by the State Board of Education under the provisions of sections 10-144a to 10-149, inclusive, and are employed by the Board of Education in positions requiring such a certificate or durational shortage area permit and are not included in the administrators' unit or excluded from the purview of sections 10-153a to 10-153n, inclusive. [C.G.S. 10-153b(a)]

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
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 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.

(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 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 IV **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 that do not exceed approximately twenty (20) students pre-K, twenty-five (25) students, K-8, and twenty-eight (28) students, 9-12.

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 V **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. 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) 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.

(f) 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.

Except for unforeseen circumstances, the Administration shall provide the MEA and affected teachers with notice of teacher start and dismissal time changes no later than June 1 of the school year preceding the changes.

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. Teachers shall have at least 210 minutes of prep time per 5 day week in blocks of not less than 30 minutes.

(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 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 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. 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 8. 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 VI **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 VII **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 VIII **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 IX

SUMMER SCHOOL AND ADULT EDUCATION PROGRAMS

Section I. 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 X

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 XI **SICK LEAVE**

Section 1. 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.

Section 2. 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 3. 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.

ARTICLE XII **LEAVES OF ABSENCE**

Section I. 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 teacher shall be granted per year, for an immediate family member's 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.

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 1/186th 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 1/187th of annual salary.

ARTICLE XIII **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 (hereinafter "HDHP") 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 \$2,500 deductible for single person coverage and a \$5,000 deductible for a two or more person family coverage. A summary of the Plan, setting forth more detail, is attached as Appendix D.

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, 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., \$2,500 for single coverage and \$5,000 for two person family coverage).

The Board shall establish for each individual member of the plan a health savings account with a financial institution. Into each person's account the Board will deposit 50% of the applicable deductible contribution described above. The Board shall contribute its share of the annual deductible biannually to be paid the final payroll after July 1st and the first payroll following January 1st. For new hires, it would be the first payroll after September 1st and January 1st. 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, 2017	20%
Effective July 1, 2018	21%
Effective July 1, 2019	21%

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. Determinations made by the insuring company are grievable only to the Superintendent's level.

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 XIV **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) The Association agrees to indemnify and save the Board harmless from all claims, demands, lawsuits, or other forms of liability, including reasonable attorneys' fees, arising from the Board's fulfillment of its obligations under this Article.

ARTICLE XV

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 15th for a change in degree status that will occur the following school year. All classes for degree change must be completed by the September 1st 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 15th, 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 6th 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) The total Salary shall be paid in either 22 equal installments or in 26 equal bi-weekly installments. Teachers will receive their first paycheck each year on the regularly scheduled payday prior to the first teacher work day, and will be issued paychecks every two weeks thereafter, according to their selected 22 or 26 equal installments.

(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

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 6th 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:

- North Central Association of Schools
- Western Association of Schools and Colleges
- Higher Learning Commission
- Middle States Commission on Higher Education
- New England Association of Schools and Colleges/Commission on Institution of Higher Education
- Southern Association of Colleges and Schools/Commission on Colleges
- WASC Senior College and University Commission
- Northwest Commission of Colleges and Universities

The above list of approved associations shall be reviewed yearly and mutually approved by the Superintendent and MEA by April 1st 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 15th for a change in degree status that will occur the following school year. All classes for degree change must be completed by the September 1st 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 15th, 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. 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 XVI **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 be 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. This benefit shall be available only for teachers hired prior to July 1, 2017.

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 XVII **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 XVIII **DURATION**

The duration of this Agreement shall be from July 1, 2017 to June 30, 2020.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals hereto on this 30th
day of September, 2016.

MONROE BOARD OF EDUCATION

BY Donna Lane

MONROE EDUCATION ASSOCIATION

BY [Signature]

APPENDIX A
TEACHERS' SALARY SCHEDULE - BACHELORS DEGREE

2017-2018		2018-2019		2019-2020	
		Bachelors			
		BA			
<u>Exp.</u>		<u>Exp.</u>		<u>Exp.</u>	
0	51,829	0	52,990	0	54,267
1	53,849	1	55,055	1	56,382
2	55,970	2	57,224	2	58,603
3,4	58,084	3	59,385	3	60,816
5	60,196	4,5	61,545	4	63,028
6	62,408	6	63,806	5,6	65,343
7	62,408	7	66,057	7	67,649
8	64,610	8	66,057	8	69,957
9	66,814	9	68,311	9	69,957
10	69,011	10	70,557	10	72,257
11	71,204	11	72,799	11	74,554
12	73,493	12	75,139	12	76,950
13	75,781	13	77,478	13	79,346
14	78,063	14	79,811	14	81,735
15-19+	80,936	15-19+	82,749	15-19+	84,743

Note: For the 2014-15 contract year, teachers shall remain on the same step 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

2017-2018		2018-2019		2019-2020	
		Masters BA + 30			
<u>Exp.</u>		<u>Exp.</u>		<u>Exp.</u>	
0	57,842	0	59,138	0	60,563
1	60,274	1	61,624	1	63,109
2	62,693	2	64,098	2	65,643
3,4	65,216	3	66,677	3	68,284
5	67,735	4,5	69,252	4	70,921
6	70,246	6	71,819	5,6	73,550
7	70,246	7	74,383	7	76,176
8	72,753	8	74,383	8	78,796
9	75,256	9	76,942	9	78,796
10	77,755	10	79,497	10	81,412
11	80,351	11	82,151	11	84,131
12	82,936	12	84,793	12	86,837
13	85,522	13	87,437	13	89,544
14	88,098	14	90,071	14	92,242
15-19+	91,356	15	93,403	15-19+	95,654

Note: For the 2014-15 contract year, teachers shall remain on the same step 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 – 6th YEAR

2017-2018		2018-2019		2019-2020	
		6th Year BA + 60			
<u>Exp.</u>		<u>Exp.</u>		<u>Exp.</u>	
0	64,786	0	66,238	0	67,834
1	67,514	1	69,027	1	70,690
2	70,246	2	71,819	2	73,550
3,4	72,967	3	74,602	3	76,400
5	75,684	4,5	77,379	4	79,244
6	78,496	6	80,254	5,6	82,189
7	78,496	7	83,129	7	85,132
8	81,307	8	83,129	8	88,064
9	84,108	9	85,992	9	88,064
10	86,907	10	88,853	10	90,995
11	89,801	11	91,813	11	94,026
12	92,688	12	94,764	12	97,048
13	95,572	13	97,713	13	100,068
14	98,450	14	100,655	14	103,081
15-19+	102,075	15-19+	104,361	15-19+	106,876

Note: For the 2014-15 contract year, teachers shall remain on the same step 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

2017-2018		2018-2019		2019-2020	
		Doctoral MA + 60			
<u>Exp.</u>		<u>Exp.</u>		<u>Exp.</u>	
0	69,954	0	71,521	0	73,244
1	72,680	1	74,308	1	76,099
2	75,405	2	77,094	2	78,952
3,4	78,122	3	79,872	3	81,797
5	80,829	4,5	82,640	4	84,631
6	83,641	6	85,515	5,6	87,575
7	83,641	7	88,381	7	90,511
8	86,445	8	88,381	8	93,435
9	89,237	9	91,236	9	93,435
10	92,033	10	94,095	10	96,362
11	94,922	11	97,048	11	99,387
12	97,804	12	99,994	12	102,404
13	100,683	13	102,938	13	105,419
14	103,554	14	105,874	14	108,425
15-19+	107,214	15-19+	109,615	15-19+	112,257

Note: For the 2014-15 contract year, teachers shall remain on the same step 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

POSITIONS	# of Stipends	Stipend 2017-20
HIGH SCHOOL HEAD COACHES		
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	2	\$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
HIGH SCHOOL ASSISTANT COACHES		
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
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

POSITIONS	# of Stipends	Stipend 2017-20
Cheerleading Asst. (winter)	1	\$2,662.00
HIGH SCHOOL ADVISORS		
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
Dreamers	1	\$611.00
French Club	1	\$631.00
Fresh Fest Stipend	30	\$105.00
Honor Societies Advisors	2	\$631.00
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

POSITIONS	# of Stipends	Stipend 2017-20
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
Percussion Advisor (Fall/Spring)	2	\$2,600.00
Pep Band Advisor (Fall/Winter)	2	\$4,000.00
Winter Guard Instructor	1	\$2,066.00
Robotics Club Advisor (1 per semester)	2	\$2,630.00
Robotics Club Assistant Advisor (2 per semester)	4	\$1,630.00
Science Club	1	\$631.00
Spanish Club	1	\$631.00
Technology Integrator	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
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	\$811.00
Unified Sports Coach	3	\$811.00
Video Production	2	\$1,486.00
Yearbook	1	\$3,868.00
MIDDLE SCHOOL HEAD COACHES		
Baseball	1	\$2,400.00
8th Grade Basketball	2	\$2,827.00
7th Grade Basketball	2	\$2,827.00
Soccer	1	\$765.00

POSITIONS	# of Stipends	Stipend 2017-20
Softball	1	\$2,400.00
Track	1	\$1,709.00
Cross country	1	\$1,709.00
WinterGuard Instructor	1	\$841.00
Cheerleading	1	\$1,709
Volleyball	1	\$611
MIDDLE SCHOOL ADVISORS		
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	\$889.00
Jazz Director	1	\$913.00
Jockapella	1	\$631.00
Marching Band Director	1	\$913.00
Newspaper	1	\$1,313.00
Robotics Club Advisor	2	\$631.00
Student Activists Advisor	1	\$1,032.00
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
Choreographer	1	\$996.00
Costume director	2	\$774.00
6th Grade Advisor	1	\$631.00
7th Grade Advisor	1	\$913.00
8th Grade Advisor	1	\$2,628.00
Unified Sports Coordinator	3	\$811
Unified Sports Coach	3	\$811
Wind ensemble	1	\$913.00
Yearbook	1	\$2,533.00
MIDDLE SCHOOL STIPEND POSITIONS		
Advisory/Activities Coordinator	1	\$1,157.00
Athletic Director	1	\$3,937.00

POSITIONS	# of Stipends	Stipend 2017-20
Videographer	1	\$2,304.00
Intramural Director	1	\$3,120.00
Team Leader	8	\$3,583.00
Math Counts	1	\$852.00
Computer Technology Integrator	2	\$3,984.00
Reading Consultant	1	\$2,500.00
Peer Tutoring Club	1	\$611.00
ELEMENTARY SCHOOL STIPEND POSITIONS		
K-5 Coordinators	3	\$4,426.00
Intramural Director	3	\$2,304.00
Music-Elementary (before/After Strings)	3	\$3,800.00
Music-Elementary (before/After Strings)	3	\$950.00
Reading Consultant	4	\$2,500.00
Computer Technology Integrator	3	\$3,954.00
Data Team Leader	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	\$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

<u>Length of Time</u>	<u>Masters/BA + 30</u>	<u>Sixth Yr/BA + 60</u>	<u>Doctorate/MA + 60</u>
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

MONROE EDUCATION ASSOCIATION

_____/S/____

_____/S/____

Date: _____

Date: _____

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

MONROE EDUCATION ASSOCIATION

_____/S/____

_____/S/____

Date: _____

Date: _____

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 day of October, 2004.

Monroe Education Association

Monroe Board of Education

_____/S/_____
Carol Solheim

_____/S/_____
Alan Beitman

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

SUMMARY OF BENEFITS

Cigna Health and Life Insurance Co.
For - Missouri Board of Education
Open Access Plus Plan



Selection of a Primary Care Provider - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit www.mrcigna.com or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

Direct Access to Obstetricians and Gynecologists - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit www.mrcigna.com or contact customer service at the phone number listed on the back of your ID card.

Plan Highlights		In-network		Out-of-Network	
Lifetime Maximum		Unlimited		Unlimited	
Coinurance		Your plan pays 100%		Your plan pays 70%	
Maximum Reimbursable Charge		Not Applicable		200%	
Contract Year Deductible		Individual: \$2,500 Family: \$5,000		Individual: \$2,500 Family: \$5,000	

- The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.
- After each eligible family member meets his or her individual deductible, covered expenses for that family member will be paid based on the coinsurance level specified by the plan. Or, after the family deductible has been met, covered expenses for each eligible family member will be paid based on the coinsurance level specified by the plan.
- The plan includes a combined MedicalPharmacy plan deductible.
- Retail and home delivery Pharmacy costs contribute to the combined MedicalPharmacy deductible.

Note: Services where plan deductible applies are noted with a caret (^)

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Plan Highlights		In-Network	Out-of-Network
Contract Year Out-of-Pocket Maximum		Individual: \$4,000 Family: \$6,000	Individual: \$4,000 Family: \$6,000
<ul style="list-style-type: none"> The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums. Plan deductible contributes towards your out-of-pocket maximum. All copays and benefit deductibles contribute towards your out-of-pocket maximum. Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum. After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses. This plan includes a combined MedicalPharmacy out-of-pocket maximum. Retail and home delivery Pharmacy costs contribute to the combined MedicalPharmacy out-of-pocket. 			
Excluded:			
Note: Services where plan deductible applies are noted with a caret (*)			
Physician Services			
Physician Office Visit	Your plan pays 100% ▲	Your plan pays 70% ▲	
• All services including Lab & X-ray			
Surgery Performed in Physician's Office	Your plan pays 100% ▲	Your plan pays 70% ▲	
Allergy Treatments/Injections	Your plan pays 100% ▲	Your plan pays 70% ▲	
Allergy Serum	Your plan pays 100% ▲	Your plan pays 70% ▲	
Dispensed by the physician in the office			
Preventive Care			
Preventive Care	Your plan pays 100%	Your plan pays 70% ▲	
• Includes well-baby, well-child, well-woman and adult preventive care			
• Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit.			
Immunizations	Your plan pays 100%	Your plan pays 70% ▲	
Mammogram, PAP, and PSA Tests	Your plan pays 100%	Your plan pays 70% ▲	
• Coverage includes the associated Preventive Outpatient Professional Services.			
• Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.			
Inpatient			
Inpatient Hospital Facility	Your plan pays 100% ▲	Your plan pays 70% ▲	
Semi-Private Room: In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate			
Private Room: In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate			
Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU): In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate			
Inpatient Hospital Physician's Visit/Consultation	Your plan pays 100% ▲	Your plan pays 70% ▲	
Inpatient Professional Services	Your plan pays 100% ▲	Your plan pays 70% ▲	
• For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists			

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Outpatient	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^)		
Outpatient		
Outpatient Facility Services	Your plan pays 100% ^	Your plan pays 70% ^
Outpatient Professional Services <ul style="list-style-type: none"> For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists 	Your plan pays 100% ^	Your plan pays 70% ^
Short-Term Rehabilitation Contract Year Maximums: <ul style="list-style-type: none"> Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy - 45 days Chiropractic Care - 45 days <p>Note: Therapy days, provided as part of an approved Home Health Care Plan, accumulate to the applicable outpatient short term rehab therapy maximum. Speech, Physical and Occupational Therapy for Autism Spectrum Disorder is Unlimited.</p>	Your plan pays 100% ^	Your plan pays 70% ^
Short-Term Rehabilitation Contract Year Maximums: <ul style="list-style-type: none"> Cardiac Rehabilitation - 30 days 	Your plan pays 100% ^	Your plan pays 70% ^
Other Health Care Facilities/Services		
Home Health Care (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> 100 days maximum per Contract Year 16 hour maximum per day 	Your plan pays 100% ^	Your plan pays 70% ^
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility <ul style="list-style-type: none"> 90 days maximum per Contract Year 	Your plan pays 100% ^	Your plan pays 70% ^
Durable Medical Equipment <ul style="list-style-type: none"> Unlimited maximum per Contract Year 	Your plan pays 100% ^	Your plan pays 70% ^
Breast Feeding Equipment and Supplies <ul style="list-style-type: none"> Limited to the rental of one breast pump per birth as ordered or prescribed by a physician. Includes related supplies 	Your plan pays 100%	Your plan pays 70% ^
External Prosthetic Appliances (EPA) <ul style="list-style-type: none"> Unlimited maximum per Contract Year 	Your plan pays 100% ^	Your plan pays 70% ^
Orthotics <ul style="list-style-type: none"> Includes foot orthotics, custom arch supports and molded shoes 	Your plan pays 100% ^	Your plan pays 70% ^

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Benefit	In-Network		Out-of-Network					
Note: Services where plan deductible applies are noted with a caret (^)								
Nutritional Supplements <ul style="list-style-type: none">Covers Nutritional Formulas for amino acid modified preparations and low protein modified food products only	Your plan pays 100% ^		Your plan pays 70% ^					
Routine Foot Disorders	Not Covered		Not Covered					
Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.								
Acupuncture <ul style="list-style-type: none">20 days maximum per Contract Year	Your plan pays 100% ^		Your plan pays 70% ^					
Hearing Exams	Your plan pays 100% ^		Your plan pays 70% ^					
Hearing Aids <ul style="list-style-type: none">For children age 12 and under	Your plan pays 100% ^		Your plan pays 70% ^					
Wigs	Your plan pays 100% ^		Your plan pays 70% ^					
Place of Service - your plan pays based on where you receive services								
Note: Services where plan deductible applies are noted with a caret (^)								
Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Lab and X-ray	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^		Plan pays 100% ^	Plan pays 70% ^
Advanced Radiology Imaging	Plan pays 100% ^	Plan pays 70% ^	Not Applicable	Not Applicable	Plan pays 100% ^		Plan pays 100% ^	Plan pays 70% ^
Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc...								
Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit								
Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network		
Emergency Care	Plan pays 100% ^		Plan pays 100% ^		Plan pays 100% ^			
Urgent Care	Plan pays 100% ^		Plan pays 100% ^		Not Applicable			
*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.								
Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services					
	In-Network	Out-of-Network	In-Network	Out-of-Network				
Hospice	Plan pays 100% ^		Plan pays 70% ^					
Bereavement Counseling	Plan pays 100% ^		Plan pays 70% ^					
Note: Services provided as part of Hospice Care Program								
Note: Services where plan deductible applies are noted with a caret (^)								

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Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (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		
Maternity	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit		
Note: Services where plan deductible applies are noted with a caret (^)										
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% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^
Family Planning - Men's Services	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^
Includes surgical services, such as vasectomy (excludes reversals)										
Family Planning - Women's Services	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.										
Infertility	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum										
TNU - Limited to Diagnosis Only	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^
Note: Services where plan deductible applies are noted with a caret (^)										

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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% ^Δ	Plan pays 100% ^Δ	Not Covered	Plan pays 100% ^Δ	Plan pays 100% ^Δ	Not Covered
<ul style="list-style-type: none"> Travel Maximum - Lifesource Facility: In-Network: \$10,000 maximum per Transplant 						
Note: Services where plan deductible applies are noted with a caret (^Δ)						
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient - All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Mental Health	Plan pays 100% ^Δ	Plan pays 70% ^Δ	Plan pays 100% ^Δ	Plan pays 70% ^Δ	Plan pays 100% ^Δ	Plan pays 70% ^Δ
Substance Use Disorder	Plan pays 100% ^Δ	Plan pays 70% ^Δ	Plan pays 100% ^Δ	Plan pays 70% ^Δ	Plan pays 100% ^Δ	Plan pays 70% ^Δ
Note: Services where plan deductible applies are noted with a caret (^Δ)						
Note: Detox is covered under medical <ul style="list-style-type: none"> Unlimited maximum per Contract Year Services are paid at 100% after you reach your out-of-pocket maximum. Inpatient includes Residential Treatment. Outpatient includes partial hospitalization and individual, intensive outpatient and group therapy. 						
Mental Health and Substance Use Disorder Services						
Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs Cigna Total Behavioral Health - Inpatient and Outpatient Management <ul style="list-style-type: none"> 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
Cigna Pharmacy three-tier copay plan <ul style="list-style-type: none"> Retail drugs may be obtained In-Network at a wide range of pharmacies across the nation. Patient is responsible for the applicable copay based upon the tier of the dispensed medication. Your pharmacy benefits have a combined out-of-pocket maximum with the medical/behavioral benefits. Self Administered injectable drugs are covered Oral contraceptives included Includes oral contraceptives - with specific products covered 100% Oral Fertility drugs included Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges included 	Retail - 30 day supply Generic: You pay \$5 ^A Preferred Brand: You pay \$20 ^A Non-Preferred Brand: You pay \$35 ^A Home delivery - 90 day supply Generic: You pay \$5 ^A Preferred Brand: You pay \$20 ^A Non-Preferred Brand: You pay \$35 ^A	Retail You pay 30% Your plan pays 70% Home Delivery Not Covered
Pharmacy Program Information		
Pharmacy Clinical Management and Prior Authorization <ul style="list-style-type: none"> Your plan is subject to refill-too-soon and other clinical edits as well as prior authorization requirements. Plan exclusion edits are always included. 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. 		
Prescription Drug List: <ul style="list-style-type: none"> Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com. 		
Specialty Pharmacy Management: <ul style="list-style-type: none"> Clinical Programs <ul style="list-style-type: none"> Prior authorization is required on specialty medications but quantity limits may apply. Theracare® Program Medication Access Option <ul style="list-style-type: none"> Retail and/or Home Delivery 		
Additional Information		
Case Management 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.		

Additional Information

Maximum Reimbursable Charge

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.

Multiple Surgical Reduction

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.

Pre-Certification - Continued Stay Review - PHS+ Inpatient - required for all inpatient admissions

In Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- The lesser of 80% or \$800 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- The lesser of 50% or \$500 for any admission reviewed by Cigna Healthcare and not certified.
- The lesser of 50% or \$500 for any additional days not certified by Cigna Healthcare.

Pre-Certification - Continued Stay Review - PHS+ Outpatient Prior Authorization - required for selected outpatient procedures and diagnostic testing

In Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- The lesser of 80% or \$500 penalty applied to outpatient procedures/diagnostic testing charges for failure to contact Cigna Healthcare and to precertify admission.
- The lesser of 50% or \$500 for any outpatient procedures/diagnostic testing reviewed by Cigna Healthcare and not certified.

Pre-Existing Condition Limitation (PCL) does not apply.

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Additional Information

Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

Definitions

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.

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.

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Exclusions

- 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. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- 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 use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
 - o 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;
 - o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
 - o 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
 - o The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance.
- The following services are excluded from coverage regardless of clinical indications: Acupressure; Craniosacral/cranial therapy; Dance therapy; Movement therapy; Applied kinesiology; Rolling 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.
- 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, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism (except as

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Exclusions

- may otherwise be covered under the plan) 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, 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.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- 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.
- Charges for the delivery of medical and health-related services via telecommunications technologies, including telephone and internet, unless provided as specifically described under the benefit section.
- Massage therapy.

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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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