AGREEMENT

between the

Manchester Board of Education

and the

Manchester Education Association

Affiliated with the
Connecticut Education Association
and the
National Education Association

Covering the Period

July 1, 2013 to June 30, 2016

TABLE OF CONTENTS

Page

Article I - Recognition 1

Article II - Professional Negotiations 2

Article III - Grievance Procedure 2

Article IV - Teaching Hours & Teaching Load 7

Article V - Non-Teaching Duties 13

Article VI - Additional Personnel 15

Article VII - Teaching Assignments, Promotions and Special Positions 15

Article VIII - Vacancies, Transfers or Reassignments 16

Article IX - Layoffs 19

Article X - Other Compensation 21

Article XI - Teacher Facilities and Dress Code 23

Article XII - Textbooks and Supplies 24

Article XIII - New Programs 25

Article XIV - Salaries 25

Article XV - Salary Contracts 25

Article XVI - Protection of Teachers (Person and Property) 25

Article XVII - Benefits 26

Article XVIII - Professional Development and Educational Improvement 30

Article XIX - Leaves of Absence 32

Article XX - Health Insurance 36

Article XXI - Payroll Deductions 39

Article XXII - General Provisions 40

Article XXIII - Just Cause 42

Article XXIV - Duration 43

Appendices

Appendix A - Current Teachers' Salary Schedule 44
Appendix A - Current Vocational Instructors' Salary Schedule 46
Appendix B - Other Salary Schedules 47
Appendix C - General Conditions Affecting Salaries 52
Appendix D - Public School Calendar 54
Appendix E - Extracurricular Point Schedule 54
Appendix F - Insurance Coverage 62

ALPHABETICAL TABLE OF CONTENTS

	Page
Additional Personnel	15
Benefits	26
Duration	43
Extracurricular & Special School Programs	21-22
General Provisions	40
Grievance Procedure	2
Health Insurance	36
Just Cause	42
Layoffs	19
Leaves of Absence	32
New Programs	25
Non-Teaching Duties	13
Payroll Deductions	39
Professional Development and Educational Improvement	30
Professional Negotiations	2
Protection of Teachers (Person & Property)	25
Recognition	1
Salaries	25
Salary Contracts	25
Teacher Facilities	23
Teaching Assignments, Promotions & Special Positions	15
Teaching Hours and Teaching Load	7
Textbooks and Supplies	24
Vacancies, Transfers or Reassignments	16

Appendices

Current Teachers' Salary Schedule (Appendix A)	44
Current Vocational Instructors' Salary Schedule (Appendix A)	46
Extracurricular Point Schedule (Appendix E)	54
General Conditions Affecting Salaries (Appendix C)	52
Insurance Coverage (Appendix F)	62
Other Salary Schedules (Appendix B)	47
Public School Calendar (Appendix D)	54

AGREEMENT
BETWEEN THE
MANCHESTER BOARD OF EDUCATION
AND THE
MANCHESTER EDUCATION ASSOCIATION

THIS AGREEMENT MADE AND ENTERED INTO as of the lst day of July, 2013, by and between the MANCHESTER BOARD OF EDUCATION (hereinafter referred to as the "Board") and the MANCHESTER EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), affiliated with the Connecticut Education and the National Education Associations.

ARTICLE I

RECOGNITION

A. The Board recognizes the Association for the purpose of professional negotiations as the exclusive representative of all employees of the Manchester school system within the "bargaining unit" as defined by Sect. 10-153B (a) (2) of the Connecticut General Statutes and with the rights and privileges as provided by sections 10-151 to 10-153 (f) of the General Statutes. Unless otherwise indicated, the employees in such unit are hereinafter generally called "teachers."

B. The Association accepts such recognition, and agrees to represent equally all teachers without regard to membership or participation in, or association with the activities of, the Association or any other employee organization.

C. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the Town of Manchester, provide for orderly professional negotiation between the Board and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.

D. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE II

PROFESSIONAL NEGOTIATIONS

A. **Matters Not Covered by Terms of this Agreement**

1. Before the Board adopts a change in personnel policies affecting conditions of employment not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change, and the Association shall be given an opportunity to negotiate with the Board respecting any such proposed change in policy, provided that the Board is required to negotiate such change pursuant to the provisions of Conn. Gen. Stat. Section 10-153d(e).

2. The Board agrees not to negotiate with any teachers' organization other than that designated as the representative pursuant to Sections 10-153b to 10-153f of the General Statutes of Connecticut. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of the Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. **Definitions**

1. A *"grievance"* shall mean (1) a complaint by a certified employee that his/her rights under the specific language of this agreement have been violated or that as to him/her there is a misinterpretation or misapplication of a specific provision of this agreement, or (2) a complaint concerning an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers. However, grievances defined in (2) above may only be processed as far as level three of the grievance procedure, and level four shall not apply.

2. An *"aggrieved person"* is the individual or group of individuals alleging that a grievance exists.

3. The *"grieved"* is an individual or group of individuals who are alleged to be the cause of, or who have committed, a grievance.

4. A *"teacher"* is any person who is included in the bargaining unit as defined in Article I.

5. *"Days"* shall mean days when school is in session.

B. **Purposes**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers.

2. Both parties agree that these proceedings shall be kept as informal as may be appropriate at any level of the procedure. Furthermore, both parties agree that there may be circumstances under which a confidential hearing is essential to protect the welfare of the individual or individuals concerned (subject to the provisions of the Freedom of Information Act).

3. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association.

4. Any teacher or group of teachers shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose in this Article.

C. **Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

2. In the event a grievance is filed on or after June 1, all parties will attempt to exhaust the grievance procedure prior to the end of the school term or as soon thereafter as practicable.

3. If a teacher does not file a grievance in writing as provided herein within thirty (30) days after the alleged act or condition occurred, then the grievance shall be considered as waived.

D. **Informal Procedures**

1. If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with his/her principal in an effort to resolve the problem informally.

2. If, after such discussion, the teacher is not satisfied with the disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal.

3. An employee not having a principal as an administrative superior, shall follow the procedures indicated herein with that administrator or supervisor to whom the employee is directly responsible.

E. **Formal Procedure**

1. **Level One - School Principal**

(a) If not satisfied with the disposition of the problem through informal procedures, the aggrieved person may submit the claim as a formal grievance in writing to that person's principal, within the time limit set forth in Section C.3.

(b) The principal shall within ten (10) days render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Association.

2. **Level Two - Superintendent of Schools**

(a) If not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of

the grievance in writing, the aggrieved person may file the written grievance with the Association within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner.

(b) Within five (5) days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

(c) The Superintendent of Schools or his/her designee shall represent the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent or his/her designee, the Superintendent or designee shall meet with the aggrieved person in an effort to resolve the matter.

(d) The Superintendent of Schools or his/her designee shall within ten (10) days render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Association.

(e) Representatives of the Association shall have the right to attend and participate in any meeting of the Superintendent with the aggrieved person relating to the grievance filed.

3. **Level Three - Board of Education**

(a) If not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the first meeting with the Superintendent, the aggrieved person may file the grievance again with the Association within five (5) days after a decision by the Superintendent, or fifteen (15) days after the first meeting with the Superintendent, whichever is sooner.

(b) The Association may refer the grievance to the Board of Education. within fifteen (15) days of receiving the filed grievance from the grievant, subsequent to Level Two disposition. Should the grievance not be referred to the Board of Education within fifteen (15) days, it is considered waived.

(c) No later than thirty (30) days after the Board's receipt of the grievance, the Board (or its designated committee) shall meet with the aggrieved person and with representatives of the Association for the purpose of resolving the grievance. The decision of the Board (or its designated committee) shall be rendered in writing within fifteen (15) days of such meeting.

4. **Level Four - Impartial Arbitration**

(a) If not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the first meeting with the Board/Committee, the aggrieved person may, within five (5) days after a decision by the Board/Committee or twenty (20) school days after the first meeting with the Board/Committee, whichever is sooner, request in writing the Association to submit his/her grievance to arbitration.

(b) If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, then the Association may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

(c) The Association may submit any grievance based upon the interpretation, meaning or application of any of the provisions of this agreement to arbitration by so notifying the Board, in writing. Within five (5) days after written notice of such arbitration, representatives of the Board and the Association shall meet to agree upon and select an arbitrator or arbitrators. If the parties cannot agree upon an arbitrator or arbitrators at this meeting, the grievance shall be submitted to the American Dispute Resolution Center, Inc. (ADRC) by the Association, by filing a demand for arbitration under the Voluntary Labor

Arbitration Rules of the American Dispute Resolution Center, Inc. (ADRC) requesting arbitration, or, by mutual agreement, expedited arbitration. The arbitration shall be conducted in accordance with the administrative procedures, practices and rules of the American Dispute Resolution Center, Inc. (ADRC).

(d) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as the arbitrator shall deem requisite.

(e) The arbitrator shall be bound by the labor arbitration rules of the American Dispute Resolution Center, Inc. (ADRC). The decision of the arbitrator shall be final and binding upon all parties and shall be the exclusive remedy for breach of this agreement, except that the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law.

(f) The costs for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

(g) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole power of the arbitrators shall be to determine whether the terms of this Agreement have been misinterpreted or inequitably applied and the arbitrator shall have no power or authority to make any decision which modifies, alters or amends any terms of this Agreement or which violates the terms of this Agreement or which is violative of the terms of this Agreement. The arbitrator shall not substitute his judgment for that of the Board where the Board's action is not unreasonable except in the following circumstances:

(1) Where an issue to be determined by the arbitrator is an issue of fact;

(2) Where the issue before the arbitrator involves the interpretation of the terms of this Agreement.

F. **Rights of Teachers to Representation**

1. Any grievant, including the Association, may be represented at Levels Two, Three and Four of the formal grievance procedure by a representative of the Association. Regardless of whether or not the teacher chooses to be represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

G. **Miscellaneous**

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so.

2. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and the reasons therefore. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section E, Paragraph 4.

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

4. Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Superintendent or designee and made available through the Association so as to facilitate operation of the grievance procedure.

5. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing procedure.

ARTICLE IV

TEACHING HOURS & TEACHING LOAD

A. **Class Size**

1. The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore they agree that the class sizes set forth below shall be established as desirable standards for the maximum number of pupils per teacher under normal conditions, and that this policy shall be effected to the extent possible within available funds in all schools by the beginning of each school year.

a.	Kindergarten Classes	20
b.	Elementary Classrooms	25
c.	Secondary Teachers' Load in Core Academic Areas, Grades 7-12	125

2. The Board shall notify the Association of any decision to create a split grade class so as to give the Association 30 days to discuss the matter with the Board, but this discussion period shall not serve to delay implementing any split grade.

3. When the class size of the elementary level exceeds 28 pupils for any classroom teacher; or, 25 at the kindergarten level and/or 26 at the grade 1 level; or, middle school level exceeds 28 pupils; or, 30 for any academic class at the high school level, the class should be divided, redistributed, or provision should be made to provide such teacher with professional or paraprofessional assistance within 30 days. Singleton classes at the high school shall not exceed 33. A singleton class is a class for which there is only one section offered during a marking period.

4. The Board and the Association agree the Special Classes (P.E., Music and Unified Arts) pupil teacher ratio needs to be maintained at appropriate levels for effective education programming.

   The Board and the Association agree that reasonable efforts will be made by the administration to schedule classes in order that Middle School performing ensemble classes can be effectively taught and supervised

5. Any exception to the foregoing standards shall be made only if the Superintendent of Schools determines that it is necessary and the Association shall be notified in writing of any such exception made in order to give the Association 30 days to discuss the matter with the Board, but this 30 day discussion period shall not serve to delay implementing such exceptions to the foregoing standards.

6. The Board and Association agree the guidance counselor/student ratio and that of other support staff needs to be maintained at appropriate levels for effective education programming and servicing.

B. Work Year

1. The student/professional school year calendar shall be set forth as an addendum to Appendix D. Each year the Superintendent or his designee shall meet with the Association president or his/her designee and mutually agree on all-day in-service dates. It is understood that CEU/CEU equivalents programs offered by the Manchester Board of Education shall occur during the work year for teachers.

   For each year of this contract, the school calendar shall be set forth in an addendum to Appendix D no later than May 1 for informational purposes only.

Teacher 187 Pupil 183

2. The work year of teachers covered by the Teachers' Salary Schedule (other than new personnel and others who may be required to attend pre-school orientation sessions) shall begin two (2) days prior to the opening of school. The placement of all other non-instructional days shall be in accordance with C.G.S. 10-153. In no event shall the total number of instructional and non-instructional days be more than the agreed upon teacher work year.

3. Guidance personnel may be required to work up to ten days beyond the teacher's schedule, with additional compensation paid at the applicable per diem rate. After consultation and input from the guidance personnel, the scheduling and staffing of said extra work days shall be at the discretion of the Board.

4. Library Media specialists may be required, at the discretion of the Administration, to work up to ten days beyond the teacher's schedule, with additional compensation paid at the applicable per diem rate.

5. Personnel required to work beyond the scheduled work year shall receive additional compensation on a per diem basis, as established in Appendix C. subsection J.

C. **School Day**

1. The starting and dismissal times of all schools shall be established for any succeeding year by no later than August 1.

2. Exceptions to the foregoing provisions or changes during the school year shall be made on the same basis and subject to the same provisions as stated in Article IV, Section D, below.

3. Elementary School teachers shall be in their classrooms at least thirty-five minutes before the start of the student school day and shall not be required to remain longer than thirty-five (35) minutes after the end of the student school day. However, if the Principal of an elementary school and all members of the faculty at that school agree, the starting and ending times for teachers at that school can be modified, provided that the teachers shall be required to be present at work for a total of seventy (70) minutes before and after school (combined) on each work day. Any such modification of the starting and ending times shall be determined no later than June 30th for the following school year, and shall remain in effect for that school year only, unless the Principal and all members of the faculty agree to an extension for the following school year. Middle School teachers shall be in their classrooms at least thirty minutes before the start of the student school day, and shall not be required to remain longer than thirty-five (35) minutes after the end of the student school day. High School teachers shall be in their classrooms 15 minutes before the start of the

student school day, and shall not be required to remain longer than forty-five (45) minutes after the end of the student school day. Any teacher who has been assigned bus duty shall remain until such time as the last bus has departed. However, the bus schedule as created shall provide that all buses shall arrive within the time limits stated above. The length of the regularly required work day shall not be more than a maximum of 7 and 1/2 hours of continuous time or 8 hours for teachers whose duties take them to more than one building or to work stations outside the school. The length of the regularly scheduled work day where D. 1 and D. 2 are applicable shall not be more than 7 and 3/4 hours of continuous time or 8 hours for teachers whose duties take them to more than one building or to work stations outside the school. All teachers shall have an uninterrupted daily duty-free lunch period. The lunch period for high school and middle school teachers shall be the same length as the students. The lunch period for elementary school teachers shall be no shorter than thirty-five (35) minutes. On one-session days in the fall, during which parent conferences are scheduled, other than those referred to in Article V, Section C.3., teachers shall remain for scheduled conferences, but the work day shall not exceed 7 and 1/2 consecutive hours.

D. **Before and After School Meetings**

1. Teachers may be required to remain after school to attend the following staff meetings:

   (a) Superintendent of Schools' General Staff Meeting or other meetings called by the Superintendent of Schools.

   (b) General Faculty Meetings called by the school principal.

   (c) Meetings involving curriculum or in-service education as authorized by the Superintendent of Schools or a designated representative.

   (d) Department meetings, PPT meetings, EIP meetings, grade level meetings and meetings involving special areas as authorized by the appropriate official.

   (e) Any meeting called by Administration.

2. It is expected that the total of such meetings shall not exceed seven meetings per month. A change in scheduling of meetings to a before school time shall be subject to staff approval and shall be incorporated into the guidelines of the school day. Article IV, C.3. Before school meetings shall begin no earlier than 45 minutes before the start of classes. Attendance exceptions shall be determined by administrative decision.

3. Notwithstanding the provisions set for the below, the parties recognize that the Board has the statutory right to determine the student school day and the student school year. In the event that the Board modifies the student school day and/or student school calendar such that parent conferences are scheduled on full school days in a manner that varies from the provisions set forth below, the parties shall engage in impact bargaining to the extent that such bargaining is required by the Teacher Negotiation Act.

   Elementary Schools and Middle Schools: Elementary school and Middle School teachers shall, annually, have two established conference periods, one in the fall and one in the spring.

   The fall conference period shall consist of three (3) shortened student days when teachers shall schedule conferences with parents to discuss the student's academic needs and/or progress.

   The spring conference period shall consist of three (3) shortened student days. These shortened days shall be followed by afternoon/evening parent-teacher conferences.

   High School: High School teachers shall, annually, have two (2) evening conference periods in the fall and two (2) evening conference periods on the spring. All of such conference periods shall take place on early release days. The conference periods shall end no later than 8:00 p.m.

   Appropriate security shall be provided by the Manchester Board of Education on such evenings. Appropriate security should not impose an additional cost to the Board of Education.

   It is understood that should any parent be unable to attend a scheduled conference, the teacher will accommodate the parent and schedule an appointment at a mutually convenient day and time.

   It is understood that the teacher shall schedule sufficient time with parent(s) to fully explain the academic progress and/or academic needs of the student.

   Teachers will schedule their parent conferences, subject to the approval of the building-level administrators.

E. **Preparation and Planning Periods**

1. All middle and high school teachers shall have, in addition to their lunch period, an average of at least one individual and/or collaborative preparation period per day. A maximum of two (2) collaborative planning periods may be scheduled during each six-day rotation while the six-day rotation schedule is in effect.

If the administrators of the High School determine that 9th grade teachers must attend team meetings; and if said team meetings are held during a teacher's preparation period; then the 9th grade teachers affected shall be scheduled with another 9th grade teacher for one duty period and shall not be required to attend to that duty for the period of time that the planning period was used for a team meeting and shall use such time as a planning period or portion thereof.

2. Full-time middle and high school teachers normally may not be assigned classes requiring more than three (3) different teaching preparations (except in the high school business department, family and consumer science, art, music, physical education and special education when it becomes necessary in order to avoid a reduction in force).

3. Middle school teachers shall have team planning periods. The administration agrees to make a reasonable effort to schedule teachers to achieve the desired goal of a minimum of three team planning periods per week.

4. Individual principals shall arrange for individual and/or collaborative planning time for elementary school teachers of at least one hundred fifteen (115) minutes per week under normal circumstances and this shall be in effect unless staff cuts in special areas must be made due to budget constraints. In no event shall there be less than ninety (90) minutes per week of individual and/or collaborative planning time. A maximum of two (2) collaborative planning periods may be scheduled during each six-day rotation while the six-day rotation schedule is in effect.

5. When teachers of special areas, such as art, music and physical education, conduct a class, the elementary classroom teacher will not be required to remain in the room on a regular basis.

6. The Board will make a reasonable effort to prevent the interruption of teachers' preparation and planning periods. This includes infringement for PPT's, and the period of time designated as preparation time is reserved for teachers' use in preparation of instruction.

7. Individual planning periods are those periods in which teachers shall primarily utilize the allotted time in the preparation of classroom materials and plans.

F. Teacher's Administrative Responsibilities

No teacher shall be involuntarily assigned to assume the responsibilities of a member of the administrator's bargaining unit. Teachers that voluntarily assume the responsibilities of a member of the administrator's bargaining unit shall not evaluate or participate in the evaluation of any member of the teacher's bargaining unit.

G. **Teaching Load**

Classroom teachers at the middle and high school levels shall be assigned no more than an annual average of 25 class periods of teaching assignments per week based on a seven (7) or eight (8) period day.

Within an alternating day block scheduling arrangement, teachers will, on one day, work a four (4) period day consisting of three (3) teaching periods and one (1) planning/conference period and, on the alternating day, have two (2) teaching periods, one (1) planning/conference and one (1) assigned duty.

Within an alternating day block scheduling arrangement, if a high school teacher agrees to teach an additional class for an academic semester, the teacher shall be compensated at a rate of forty percent (40%) of the teacher's per diem pay rate for each day on which the teacher actually teaches the additional class. The teacher shall receive the teacher's regular contractual per diem pay rate for each day on which he/she does not actually teach the additional class. The teacher's additional class shall be in lieu of the teacher's assigned duty for each day on which the teacher teaches the additional class.

A teaching assignment is any situation in which a student or group of students is regularly scheduled to meet a teacher for the purpose of instruction. Excluded from the intent of this statement would be: study hall, voluntary instruction or independent study, labs designed for extra help for students, which are not part and parcel of a course, corridor duty, cafeteria duty, door duty, and being on call.

No member of the bargaining unit shall be required to cover for a cooperating/mentor/ assessor teacher, unless there is an emergency. Emergency is defined as an unforeseen circumstance that requires immediate action.

ARTICLE V

NON-TEACHING DUTIES

A. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. Therefore, within the limitations imposed by the budget as approved, the Manchester Board of Education shall provide for:

1. relieving teachers of supervising playgrounds during noontime, supervising sidewalks, distributing milk, and collecting money from students for non-educational purposes.

2. assisting professional staff in the supervision of pupils in cafeterias and corridors and when boarding or leaving buses on school grounds.

3. assisting teachers in each school for the following:

   (a) scoring of standardized tests and examinations where suitable
   (b) stamping and numbering of books
   (c) typing and duplicating of instructional materials and examination of a departmental, grade, or level nature as directed by the teacher council or similar group in each secondary school
   (d) origination of cumulative records and maintaining records.

4. wherever the hiring of teacher aides and nonprofessional help is approved, efforts will be made to obtain them. However, the principals of the various schools shall have the authority to use professional staff members to perform the foregoing duties when such help is not available.

B. Teachers shall not be required to drive pupils to activities which take place away from the school buildings.

C. The supervisory duties listed below, occurring on an afternoon, evening, weekend or holiday, will be compensated:

a. dances	c. graduation	e. plays
b. athletic events	d. concerts	f. rallies

1. These duties are voluntary and will be compensated at the rate of $30.00 per duty; except for those occurring during a vacation or on a holiday, which will be compensated at the rate of $35.00. In order to qualify as a vacation period, any given period must be greater than 3 calendar days.

2. In the event an assignment must be made and extends beyond 3 ½ hours, twice the base compensation rate shall be paid.

3. It is expected that teachers will attend the annual Elementary, Middle School and High School Open House meeting without compensation.

4. Any event not covered in items 1-3 shall be considered of a voluntary nature and not be compensated or assigned.

5. No teacher will be assigned a duty on a day of religious observation to the teacher.

6. Following is a recommended procedural format for the assignment of teachers to supervisory duties:

   (a) The Administration, at the opening of school, shall post all assignments for that academic year, giving approximate dates and numbers of

teachers needed for each event. It is understood that the dates and conditions of these assignments are subject to change.

(b) Teachers may have the opportunity to select the events at which they would prefer to serve. The Administration may choose from any of the group of possible volunteers for any particular assignment. The Administration is not bound by any rules of job security, tenure or equalization in the awarding of these duties.

(c) In the event that there are no volunteers, the Administration must make assignments in an equitable manner for these duties.

(d) The school administration shall forward time sheets to the Payroll Department on a schedule suggested by the Payroll Department according to the time reporting schedule.

(e) The school administration shall determine the number of teachers needed at a particular event but understands that the Association reserves the privilege to make recommendations concerning this matter.

(f) It is understood that the Administration need not fill these duty assignments with members of the Manchester faculty but can, if it so wishes, utilize the services of other people.

ARTICLE VI

ADDITIONAL PERSONNEL

The Board shall notify the Association upon the establishment of any additional bargaining unit positions and/or upon the elimination of any bargaining unit positions.

ARTICLE VII

TEACHING ASSIGNMENTS, PROMOTIONS AND SPECIAL POSITIONS

A. The assignment of teachers within the school system is the responsibility of the Superintendent of Schools and shall be made in accordance with the provisions of the collective bargaining agreement and state law.

B. Teachers assignments for the coming school year shall be finalized and teachers shall be notified of their assignment(s) as soon as practicable but in any case no later than the last day of school except in emergencies. Notification of such assignments shall be

made by the principal of the school(s) to which the teacher is assigned. Notification shall include the grade and/or subjects that they will teach, and any special or unusual classes that the teacher will have for the coming year. No change in the teacher(s) assignment(s) shall occur after the first day of school without the teacher(s) consent except in the case of an emergency. Emergency is defined as an unforeseen circumstance that required immediate action, including, but not limited to, unanticipated enrollment fluctuations or actions required to satisfy the provisions of the No Child Left Behind Act.

C. In arranging schedules for teachers who were assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as possible.

D. Each teacher shall have the right to accept the assignment of a student teacher or student observer.

E. Assignments shall be made without discrimination in regard to race, creed, color, religion, national origin, genetic information, age, gender, disability, marital status, sexual orientation or gender identity or expression.

ARTICLE VIII

VACANCIES, TRANSFERS OR REASSIGNMENTS

A. Posting of Positions

1. All openings for positions covered by: the Teachers' Salary Schedule shall be listed in the Job Posting Notice and a job description and statement of qualifications posted in each school as far in advance of the appointment as possible. Postings will be for ten (10) weekdays (unless such time period is shortened by Agreement between the Board and the President of the Association) during which Manchester teachers must state in writing their interest in the opening. During the ten-day internal posting period, outside applicants may also be sought. However, Article VIII A.4 will still prevail.

   The administration shall have the right to replace the Job Posting Notice with an "electronic mailbox" that provides the teacher the same opportunities as stated above.

   For vacancies published between June lst and the opening of school, applications should be received within eight (8) calendar days after the publishing of the existing vacancy.

Internal applications received after ten (10) days during the school year, or after eight (8) days between June 1st and the opening of schools, will still be considered, but will not be given preference according to Article VIII.A.4.

2. For published vacancies, applications shall be directed in writing to the Central Administration.

3. No new employee shall be hired into the bargaining unit for any vacancy if a member of the bargaining unit has applied for said vacancy and is certified and meets all written qualifications for that position.

   In all instances, the overriding consideration is what will be in the best interests of the students and needs of the school system.

4. It is appropriate that principals grant interviews to current Manchester teachers seeking transfer. Note: Only Manchester teachers have bidding rights.

5. All internal candidates shall be notified regarding the disposition of their application.

6. No member of the bargaining unit shall assume the duty of interviewing or approving the application of a current Manchester teacher except for Department Heads, Department Representatives, Coordinators, and Athletic Directors.

7. Appointments shall be made without discrimination in regard to race, creed, color, religion, national origin, genetic information, age, gender, disability, marital status, sexual orientation or gender identity or expression.

8. When a school is temporarily closed for renovations or other reasons, the following process shall be used to transfer teachers from that school. Once students have been placed out of the school being temporarily closed, affected teachers shall be placed in a vacant position that is the same position that the teacher held in the closed school, if such a vacancy exists. After teachers have been so placed, the remaining teachers shall choose a vacancy for which they are certified in order of seniority, provided that they have taught in the applicable certification area within the last five (5) school years. As soon as the school reopens, teachers transferred under this section shall have the right to return to the school, provided that there are sufficient positions available at the school. The teachers' assignments upon return to the school shall be determined in accordance with Article VII.

9. When a school is permanently closed, the following process shall be used to transfer teachers from that school. Once students have been placed out of the school being closed, affected teachers shall be placed in a vacant position that is the same position that the teacher held in the closed school, if such a vacancy

exists. After teachers have been so placed, the remaining teachers shall choose a vacancy for which they are certified in order of seniority, provided that they have taught in the applicable certification area within the last five (5) school years.

10. Any teacher without a position at the end of the process outlined in Section 8 or 9 above shall be subject to Article IX, Layoffs.

B. **Involuntary Transfers**

1. An involuntary transfer is defined as a change in assignment and/or a change to another building initiated by Administration. Seniority shall not be used as a factor in making involuntary transfer decisions.

2. Involuntary transfers shall be to a comparable position, if possible.

3. Involuntary transfers shall not be effected or announced without a prior personal conference between the teacher involved and the Superintendent of Schools or a designee, at which time the teacher shall be notified of the reasons for the transfer. The teacher shall have the right of Association representation at any meeting regarding the involuntary transfer.

4. No member of the bargaining unit shall be involuntarily transferred to make room for a cooperating/mentor/assessor teacher.

5. Involuntary transfers that are deemed to be arbitrary or capricious shall be subject to the grievance procedure.

6. No member of the bargaining unit shall assume the responsibility for deciding to involuntarily transfer a teacher.

7. Teachers shall normally be notified of an involuntary transfer by June 15, and in no event later than the last day of school, except in an emergency. Emergency is defined as an unforeseen circumstance that requires immediate action, including unanticipated enrollment fluctuations.

C. **Voluntary Transfers**

1. Transfers within schools and within the system shall be determined by the Administration.

2. Teachers who desire a transfer in their own building shall file a written statement with their principal. Those who desire a transfer outside of their own

building shall file a written statement with the office of the Central Administration and the principals of the buildings involved.

3. A Building Principal and the MEA President or his/her designee may mutually agree to internal personnel shifts within a school with the intent that only the final vacancy, after the completion of such shifts, shall be posted.

ARTICLE IX

LAYOFFS

A. **Layoffs**

1. In the event of a reduction in the number of teachers in Manchester, the following procedure shall be followed:

   (a) A list of the names and certification of teachers who are presently in elementary positions according to their grade level or departmental positions at the elementary and/or secondary level shall be established. This list shall have the names and certifications of teachers ranked on the basis of last date of hire. Copy of said list should be sent to the Association.

   (b) The least senior teacher shall be terminated if no other position exists in any other instructional area in which the person may be placed based upon certification and length of service.

   (c) Certification and qualifications are synonymous for the purpose of teacher layoffs. Therefore, no teacher shall be RIFed when he/she is certified in an area that is occupied by a less senior teacher.

   (d) No tenured teacher (as defined in section 10-151b of the Connecticut General Statutes) shall be laid off when a position exists which is either vacant or occupied by a non-tenured employee and for which the tenured employee is qualified and immediately certifiable.

2. Service shall be defined as continuous service in the Manchester School System under a contract of employment.

3. In the event of a tie in the length of service for a position, the following criteria shall be applied in the order listed:

   (a) Previous regular teacher experience in Manchester.

   (b) Previous regular teacher experience elsewhere.

(c) Administrative judgment based on work record, academic preparation and other related experiences.

(d) Previous long-term substitute service

4. Seniority shall be determined on the basis of last date of hire as a certified teacher, except as provided in subsection A.7.

5. Teachers to be laid off after the school year has begun shall receive sixty (60) days notice. If the layoff is to be effective at the end of the school year, tenured teachers shall be notified by June 15 of that school year or one calendar week prior to the students' last day, whichever shall be earlier, that they will not be continued for the coming year.

6. The name of any teacher who has been laid off shall be placed upon a reappointment list in order of seniority and remain on such list for one year provided such teacher does not refuse a reappointment to a comparable, permanent assignment and provided such teacher applies in writing by certified mail for retention of his/her name on said list on or before June lst of each year subsequent to his/her dismissal.

   The name of any less than half-time teacher who has been laid off shall be placed upon the reappointment list in order of seniority for any position comparable in time to the position from which he/she is laid off. Such teacher shall have recall rights for one year.

   Failure to file such application with the Superintendent of Schools or failure to accept a comparable position as provided in this subsection shall automatically remove such teacher's name from the reappointment list. Teachers on the reappointment list who qualify for vacancies shall be given prime consideration in order of seniority. During the period of layoff, the teacher shall retain seniority he/she had at the onset of the layoff. Any active teacher may apply for a vacancy provided that he/she doesn't deny the recall person(s) right to a position/re-employment.

7. Upon reappointment the teacher shall return with the seniority, accumulated sick leave, and all other accrued benefits under the Agreement he/she had at the onset of the layoff.

B. **Elimination of Positions**

1. If a position is eliminated, the teacher in said position will be displaced. In a case of teachers within an elementary townwide department, within an individual school department, and within an individual elementary school grade level, the teacher with the least system seniority shall be displaced.

2. If a vacancy occurs throughout the system, any placed or displaced teacher has equal option of applying for that position. The application for and appointment to such positions shall be made exclusively through the Central Administration.

3. Within 30 days from the date of the notification of the elimination of the position or no later than June 15 or one calendar week prior to the students' last day, whichever shall be earlier, the displaced teacher shall have the following options:

   (a) Should a building principal with a displaced teacher have other openings in his/her school for which the displaced teacher is qualified and certified, the displaced teacher may be placed in that open position as long as there is agreement between the teacher, the principal, and the Association.

   (b) Assuming the position of the least senior teacher in the displaced teacher's school building if the displaced teacher is certified and qualified for such position (such qualification as determined by administrative decision and subject to the grievance procedure): or

   (c) Assuming a vacant position throughout the system according to subsection B.2. Should no position be vacant, the displaced teacher shall assume the position of the least senior teacher presently in a position in the system for which the displaced teacher is certified and qualified.

4. All positions in which displaced teachers are placed shall be no less in time than the displaced teacher's previous position. Exceptions to this practice will be in the event that the only position available to a displaced teacher is different in time from the position the teacher was displaced from.

5. Should layoffs and/or elimination of positions occur within the Head Start/Early Readiness programs, the provisions of this Article shall apply within the Head Start/Early Readiness programs.

ARTICLE X

OTHER COMPENSATION

A. Extracurricular and Cocurricular Programs

1. Statements for extracurricular positions giving the point value and the salary shall be issued by June of the preceding school year for sports and clubs beginning in the fall. Statements for the winter and spring positions shall be issued prior to the beginning of those seasons.

2. A master list of all extracurricular positions which have been filled, giving the names of the coaches and advisors, shall be posted in each secondary school by June of the preceding school year. A copy of said posting shall be sent to the Association.

3. All openings for positions covered by the Point Compensation Schedule shall be listed in the Job Posting Notice and a job description or statement of qualifications posted in each school, as far in advance of the appointment as possible and at least ten (l0) days in advance. The posting requirement is waived for any coaching position becoming vacant less than one (1) month before the official C.I.A.C. start of the fall, winter and spring seasons.

4. All teachers shall be given adequate opportunity to make application for such positions. The following provision shall apply to the selection of an individual for a position listed in Appendix B involving responsibilities within a single building: If in the determination of the Superintendent the qualifications of applicants are substantially equivalent, preference shall be given to qualified teachers currently assigned to the building in which the extracurricular activity will take place. All applicants will be notified of the decision in writing as soon as practicable but within fourteen (14) days of appointment.

5. All appointments to positions in Appendix E shall be annual appointments. The district shall have the right to select the most qualified applicant, from within or outside the district, for each such position. Upon request from an unsuccessful internal applicant for any such position, the district shall provide that applicant with the reason(s) that the individual was not appointed to the position.

6. All assignments for shall be paid in accordance with Appendix B and Appendix E of the Agreement.

B. **Special School Programs**

These provisions apply to such programs as summer school, homebound instruction, and curriculum development.

1. Positions in these programs requiring teaching certificates shall be filled first by teachers regularly employed in the Manchester School System. The requirement of this subsection shall not apply to summer curriculum development.

2. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system, and prior experience in these programs, if any. Whenever possible, all teachers regularly employed in the Manchester School System will be given first opportunity to serve as homebound instructors to their students.

3. All openings for these positions, except homebound instruction and curriculum development, shall be listed in the Job Posting Notice as early as possible so interested teachers may apply.

4. Compensation for these positions shall be determined in accordance with the amounts set forth in Appendix B.

ARTICLE XI

TEACHER FACILITIES AND DRESS CODE

A. The Board and the Association agree that it is desirable that each school building have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room which shall include a telephone, to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area.

4. Well-lighted and clean teacher rest rooms, with separate facilities for men and women.

5. A communication system so that teachers can communicate with the building office from their classrooms.

6. Adequate parking space for all teachers.

B. The Board and the Association agree that student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the Board's staff. The Board and the Association further agree that Teachers should wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Therefore, the Board and the Association agree that during the work day and anytime employees attend school-sponsored events as part of their teaching responsibilities or as part of their responsibilities in an extracurricular position, employees shall appear in professionally appropriate attire.

1. Dress should reflect the professional position of the employee, and teachers should not dress in ways that would reduce their professional standing or diminish their professional stature as exemplars and role models.

2. Attire should be worn that is commonly accepted as appropriate for the professional community. Teachers are not permitted to wear any clothing, paraphernalia, grooming, jewelry, accessories or body adornments that are not professionally appropriate. Such inappropriate items include the following:

- denim pants (jeans);
- torn, dirty or wrinkled clothing;
- flip-flops or any other footwear that is a safety hazard;
- t-shirts;
- shorts;
- unduly revealing clothing;
- sweatshirts, sweat pants or sweat suits (except as appropriate for physical education teachers)
- any other clothing deemed inappropriate by the school principal.

3. Exceptions to the above may be permitted with prior approval of the school principal. For example, exceptions for denim pants may be made for field trips or for dress-down days. Dress-down days will be limited to two (2) times per month, on payday Friday, with prior approval from the Superintendent or his/her designee. All funds generated by individuals participating in dress-down days shall be collected and deposited into the school's student activity account. All funds collected must be used to fund student activity expenditures.

ARTICLE XII

TEXTBOOKS AND SUPPLIES

A. To the extent possible within the limitations of available funds the Board agrees to provide sufficient textbooks and supplies to insure that each pupil in a classroom has such materials for his own use.

B. Recognizing the statutory responsibility of the Board for the provision of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the Association and the Board agree that the determination of textbooks to be used in the schools shall continue to be cooperatively arrived at through joint consultation among teachers and administrators. subject to final approval by the Board. In the event of a disagreement between the Board and the Association, the Board has the final authority to select textbooks. This Article is not subject to the grievance procedure.

ARTICLE XIII

NEW PROGRAMS

The parties recognize the Board's unilateral right to alter the scheduling of the student day, including block scheduling. If the Board exercises such rights, the parties will bargain over impact for which impact bargaining is required under CGS 10-153f.

The Board shall have the right to designate the Sixth Grade Academy as an elementary school and/or a middle school for the purposes of the various sections of this Agreement that refer expressly to such designations.

ARTICLE XIV

SALARIES

For the school years covered by this Agreement, the salaries of all members of the bargaining unit shall be in accordance with the salary schedule and other provisions set forth in the Appendices which are attached hereto and made a part hereof.

ARTICLE XV

SALARY CONTRACTS

The Board agrees to inform individual teachers annually in writing of the step, schedule, pay salary, longevity pay, and any additional pay to which the teacher is entitled.

ARTICLE XVI

PROTECTION OF TEACHERS (PERSON AND PROPERTY)

A. Teachers shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.

B. Protection, indemnification and counsel shall be provided to a teacher as provided by law.

C. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his employment, full salary shall be paid for the period of such absence in accordance with State law without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher

examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

D. The Board will reimburse a teacher for any personal property damaged or destroyed as a result of documented student negligence or malicious activity occurring on school property. The Board's liability for such reimbursement shall not exceed $5,000 per school year. Reimbursement will be paid each June and, if the total claims exceed $5,000, they will be paid on a prorated basis. A teacher must first submit the claims to his/her own personal insurance carrier and the Board will reimburse the teacher for the remainder of the claim, pro-rated, if necessary.

ARTICLE XVII

BENEFITS

A. Accident & Sickness Benefits

1. If a teacher suffers an injury, other than an assault, arising out of and in the course of his/her employment any absence caused by the injury will not be charged against sick leave. Any teacher suffering such injury, if qualified, will receive compensation under the workers' compensation laws. Such continued compensation shall terminate after one year from the start of the compensable period for workers' compensation or when the teacher returns to his/her teaching position, whichever occurs first.

2. Upon the discovery of any illness within the school system that may reasonably constitute a danger to the fetus of a pregnant teacher, which danger cannot be eliminated by transfer of the teacher, the teacher shall be placed on leave with full pay and benefits and without loss of accumulated sick leave. Such leave will continue until: (1) medical testing has established that the teacher is immune to the illness, or (2) the illness is no longer present in the school system, whichever occurs first. In no event, however, shall such leave exceed ten (10) working days.

B. Sick Leave

1. All certified professional employees shall be granted annually 15 days of sick leave with full pay. The accumulation of unused sick leave shall be subject to a maximum accumulation of one hundred eighty-seven (187) days. Notwithstanding the foregoing, any teacher who has accrued more than one hundred eighty-seven (187) sick days as of June 30, 2007 shall be permitted to

retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2007 unless and until such time as such teacher's total. sick leave accumulation falls below one hundred eighty-seven (187) days. In addition, if a teacher is eligible for leave under the federal Family & Medical Leave Act in order to provide necessary care for a spouse, parent or child with a serious health condition, the teacher may use accumulated sick leave for up to ten (10) days of such leave. Additional sick leave for such purpose may be granted by the Superintendent or his/her designee.

2. Disability leave shall begin when in the opinion of her doctor the teacher is no longer physically able to work. Any disability resulting from pregnancy shall be considered sickness for the purpose of this Agreement and deducted from the teacher's sick leave. It is understood that teachers disabled under the provisions of this article shall return to the school system at the end of said disability.

3. (a) Beginning July 1, 1998, teachers may no longer accrue sick days for the purpose of severance benefits upon retirement except to replace sick days used after July 1, 1998.

(b) In no event shall the number of accumulated sick days exceed the number of sick days accumulated as of July 1, 1998 for the purpose of computing severance benefits in section (c) below. No teacher hired on or after July 1, 1998 shall be eligible for compensation for unused sick leave.

(c) Upon a retirement under the Connecticut State Teachers Retirement System, a certificated professional employee shall be compensated for one-half of all accumulated unused sick days up to a limit of 120 days of such accumulation, or, if the employee had rendered 15 or more years of service in Manchester, for all unused sick leave accumulated up to a maximum of 60 days. Compensation for unused sick days shall be determined by multiplying said number of days by a per diem amount equal to (i) the average of the three (3) highest full years' salaries of said person divided by (ii) the length of the teachers' work year in the year of retirement. Salary is defined as including Schedule A, longevity, and payments for co-curricular activities as found in Appendix B. In order to receive the entire amount of compensation for accumulated sick leave in accordance with the provisions of this section, an eligible teacher must provide written notice of retirement to the Superintendent of Schools no later than January 1 for a June 30 retirement, and at least six months prior to the effective date of all other retirements. Failure to provide such notice shall result in a five percent (5%) reduction in the amount of compensation for unused sick leave under the provisions of this section. Such notice requirements may be waived by the Superintendent of Schools or his/her designee in the case of an unanticipated medical

Per memorandum of agreement for retirements to become effective on 6/30/2013, the Board will extend the retirement notification date from January1, 2013 to **March 1, 2013** to submit their retirement notice without a penalty.
Pat
Patricia F. Brooks

condition or other extraordinary circumstance that makes it impossible to provide such notice.

For each eligible retiring teacher who has reached the age of fifty-five (55) during the calendar year in which the teacher retires, the Board shall contribute the applicable compensation amount under the provisions of this section into a 401(a) plan established by the Board. Such contribution into the 401(a) plan shall be mandatory for each such eligible retiring teacher. The Board shall make such contributions within sixty (60) days after the effective date of the teacher's retirement. For any eligible retiree who has not reached the age of fifty-five (55) as of the calendar year in which the teacher retires, the Board shall pay directly to the teacher the dollar amount applicable to such teacher for the payment for unused sick leave, with such amount to be determined in accordance with the provisions of this contract section. Such payments shall be made within the same time period applicable to 401(a) contributions under the provisions of this section.

(d) At the death of a teacher on active status, the Board of Education shall pay the decedent's estate for all unused sick days of the employee to a limit of 125 days. Payment for each unused sick day so provided shall be at the rate of one hundred eighty-fifth (1/185) of the employee's annual salary as of the date of death.

4. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Superintendent or his/her designee may request the filing of a doctor's certificate, or may, if he/she has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense. A doctor's certificate shall also be required if a teacher takes a sick leave day on any of the following days: a) the last work day before or the first work day after a school vacation period; or b) any day which was originally scheduled to be a school vacation day, but which is used as a school day due to excessive snow days or other factors.

5. Time spent at medical or dental appointments which cannot be made at other than school times, shall be charged against sick leave either as a full day or as a portion of a day, based on the percentage of the day during which the teacher is absent from work.

6. Sick leave shall be charged either as a full day or as a portion of a day, based on the percentage of the day during which the teacher is absent from work.

7. It is agreed between the parties that a Sick Leave Bank shall be established and shall operate according to the following guidelines. The Board agrees to participate only to the degree specified in this document.

a. Purpose

The Sick Leave Bank shall be established to assist teachers who, as a result of catastrophic or extended illness or injury, have exhausted their accumulated sick leave.

b. Eligibility for Participation

In order to be eligible to participate in withdrawals from the Bank, a teacher must meet all of the following criteria:

1. The teacher or immediate family member (spouse or children) must have a catastrophic illness or extended injury, verified by the Sick Leave Committee. The Sick Leave Committee may, in its discretion, require medical or other information to facilitate its ability to verify the teacher's illness or injury.

2. Such illness or injury has caused the teacher to exhaust all of his/her accumulated sick leave days.

3. The teacher must have donated one (1) to three (3) days from his/her accumulated sick leave to be eligible to participate in the Sick Leave Bank. This donation must occur by September 30 of the ensuing school year. The days donated by each teacher will be subtracted from his/her accumulated sick leave. To be eligible, new teachers and teachers returning from leave may contribute one (1) to three (3) days immediately upon hiring or returning.

c. Procedure

1. The eligible teacher, as determined by the above criteria, must submit a letter to the Sick Leave Committee explaining how he/she meets the eligibility criteria and request permission to draw upon the Sick Leave Bank. The Sick Leave Committee shall consist of four (4) teachers: one elementary teacher, one middle school teacher, one high school teacher, one teacher from the Bennett Academy, and an Administrator. The Association president shall serve as ex-officio.

2. The Sick Leave Committee shall, within fifteen (15) school days of receipt of the letter, render a decision as to the use of the Sick Leave Bank days.

3. In the event the Sick Leave Committee concludes that the Bank days should be granted to the teacher, a determination shall be made regarding the date from which such days shall be credited. This date may be retroactive to the date of the expiration of the teacher's accumulated sick leave days.

4. Sick Leave Bank days may not exceed thirty-five (35) for any one application. If the teacher's illness or injury extends beyond the number of Sick Leave Bank days granted, he/she may apply for additional days, up to a maximum of one hundred and eighty-seven (187) days. Unused granted days will be returned to the Sick Leave Bank at the end of the current school year. If the total number of days in the Bank is exhausted before the end of the year, the Sick Leave Committee will ask its members to donate additional days. If additional days are not donated, the bank will close until the beginning of the next school year. Decisions of the Sick Leave Committee are final and are not subject to the grievance procedure.

5. The Sick Leave Committee shall be responsible for keeping records regarding contributions to and withdrawals from the Sick Leave Bank and shall advise the Superintendent or his/her designee of days contributed by individual staff members. The Superintendent or his/her designee shall adjust records to reflect transfer of days between individual teachers and the Sick Leave Bank. The Association agrees to save the Board of Education and all of its members, employees and/or agents harmless from any and all claims, lawsuits, damages, attorneys; fees and/or liability of any kind arising out of the operation of the Sick Leave Bank.

6. Days contributed will not be returned to the teacher in any form.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Full-time teachers, who hold a valid Professional Educators Certificate, may make application to the Board of Education for reimbursement of 85% tuition cost and lab fees of courses taken to enhance their teaching skills. These courses must have prior approval of the Administration and must be directly related to the teacher's academic area. The administration shall not approve any application unless it has been received at least two (2) weeks prior to the start of the requested course.

B. It is understood that all other expenses related to these courses are to be borne by the teacher and that credit obtained in these courses may not be applied to salary

advancement, with the sole exception of courses taken in a Master's Degree program in a shortage area in accordance with the provisions of Section E.2 below.

C. Any teacher may apply for reimbursement for up to six (6) credits for computer-related courses. This would conform with the central administrative philosophy that teachers prepare themselves for the future use of computers in the classroom.

D. "Directly related to teacher's academic area" shall include:

1. Specific subject matter courses, including Internet courses at accredited institutions, subject to the approval of the Administration.
2. Education courses (subject to administrative approval);
3. Courses that enhance teaching skills (subject to administrative approval). Such courses may include Internet courses at accredited institutions, subject to the approval of the Administration.

E. 1. The Administration has the authority to limit an individual teacher to reimbursement for no more than one course per year.

2. No course that is part of a degree program will be accepted for reimbursement. However, teachers enrolled in a Master's Degree program in a State Department of Education identified shortage area shall be eligible for tuition reimbursement as set forth in this Article, provided that they agree to remain employed by the Board for at least five (5) full school years following the payment of any such reimbursement, and provided further that they actually remain employed by the Board for at least five (5) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such a teacher separates from employment by the Board prior to the expiration of such five-year period (other than involuntary separation initiated by the Board), the teacher shall be required to repay to the Board the full amount of any such reimbursement paid by the Board, at the time of such separation.

3. No course that is taken for certification or licensing requirements for the position the teacher currently holds will be acceptable for reimbursement.

4. Courses taken to prepare a teacher for administration, supervision, guidance or other non-classroom related responsibilities are subject to prior administrative approval.

F. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and with the advance approval of the principal and Superintendent or his/her designee for particular purposes of special benefit to the school system and the individual participating.

ARTICLE XIX

LEAVES OF ABSENCE

A. **Professional Leave**

1. Each teacher may be permitted one day each year for attendance at recognized educational meetings or for visiting some outstanding school system or for the purpose of obtaining C.E.U./C.E.U. equivalents. The arrangements for visiting must be made in advance and the completed plans approved by the principal and Superintendent or his/her designee.

2. With advance approval of the Superintendent, any teacher holding office in a professional organization or invited to participate in a program of that organization may be excused from duty because of such obligations. Absences for other professional obligations of a similar nature may also be approved.

B. **Personal Leave**

1. The following leaves of absence with pay and not chargeable against the teacher's sick leave allowance shall be granted under the following conditions:

   The teacher requests and states the reason in writing on the mutually agreed upon form for such absence with his/her immediate supervisor; and

   Formal approval is granted by the Superintendent.

   (a) A maximum combined total of five (5) days per school year for family business, which includes illness of a family member, court appearances, attendance at a ceremony awarding a degree, funerals, teacher requested approved visitations at other schools, or other pressing personal business which cannot be reasonably conducted outside work hours.
   (b) Five (5) days for performance of religious obligations

   In rare situations a staff member may be in need of a personal day for a purpose so sensitive that he/she is unable to share details with administration. Based upon this employee's work history, the principal/supervisor shall have the authority to grant the day without discussing any specifics of the request. No details need to be stated.

   In the event that the employee is reluctant to bring the request to the principal/supervisor, he/she may seek MEA's assistance. MEA may intervene at the building level or Central Office level of administration.

   It is expected that this provision will be a rarely used procedure.

(c) The Superintendent and/or his/her designee is the only individual that can grant a personal day before or after a school holiday or vacation.

(d) Personal days may not be taken on any day which was originally scheduled to be a school vacation day, but which is used as a school day due to excessive snow days or other factors.

C. **Leaves Without Pay**

1. Leaves of absence without pay and without insurance benefits may be granted for the following reasons:

   (a) For the purpose of further study;
   (b) For health reasons, upon advice of a physician;
   (c) Childrearing;
   (d) For other valid reasons subject to the review and recommendation of the Central Office.

2. Application for such leaves of absence must be made in writing and the leave is subject to approval by the Board of Education. Any request for leave of absence should be made prior to April 1.

3. 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.

4. Notwithstanding the foregoing, any teacher granted such leave may continue such insurance benefits during such leave by reimbursing the Board for the cost of such benefits.

5. An employee who fails to file a notice of intent to return with the Superintendent by the required date shall be deemed to have resigned from the employ of the Board of Education effective on the notice to return date and will forfeit any and all recall rights.

D. **Childrearing Leave**

1. Any teacher, male or female, shall be entitled, upon written request submitted to the Superintendent of Schools or his/her designee, to an extended leave without pay for purposes of childrearing. This leave shall be separate from any period of sick leave or disability leave with pay related to childbirth. Such teacher shall be entitled to such leave for any school year, or reasonably requested portion of a school year, in which the child is born or adopted, and for one additional school year if requested by the teacher. If a teacher's childrearing leave extends beyond the period of leave provided under the federal Family and Medical Leave Act, the teacher shall return to work either at the start of the contract year or at the mid-year point of the contract year, unless otherwise agreed between

the teacher and the Superintendent of Schools or his/her designee prior to the start of the leave.

2. Childrearing leave shall be subject to the following provisions:

   (a) A written request for childrearing leave must be submitted not less than thirty days in advance of the initial sick leave or intended childrearing leave.

   (b) All insurance benefits shall continue in effect with the employee paying the entire cost of the benefit, except as otherwise required by the federal Family and Medical Leave Act.

   (c) If the teacher's childrearing leave ends at the end of the school year that it started, the teacher is entitled to return to his/her same position, or similar position if the position is eliminated, assuming all notice requirements are complied with. If the teacher is granted additional childrearing leave, the teacher may be assigned to any open position that matches his/her certification.

   (d) Any person employed by the Board of Education to fill the position of any certified professional employee on leave shall be notified in writing by the Superintendent of Schools at the time of employment that said person's long-term substitute contract shall terminate upon the return to active service of the employee on leave whose position is being temporarily filled.

E. **Return After Leave of Absence**

1. Teachers who have been granted leaves of absence shall notify the Superintendent or his/her designee in writing on or before the first day of February of their intention to resume work at the beginning of the ensuing year. A teacher returning from a childrearing leave at a time other than the start of the next school year shall notify the Superintendent or his/her designee at least sixty (60) days prior to the anticipated return.

2. Any teacher not providing the Superintendent or his/her designee with the appropriate notice is not guaranteed return to a position as stated in Section F.3.

3. All teachers returning from leaves of absence (other than leave of absence with specific provisions for placement of returning teachers, if any) granted under this Article shall be restored to a teaching position equivalent in time and at the same level (elementary or secondary) that they had at the time of the granting of the leave, as follows:

(a) To the specific position he/she held when he/she took the leave of absence if said position is open.

(b) If the specific position is not open, but another position in the same level (elementary or secondary) is open for which the teacher is certified, he/she shall be placed in said open position.

(c) If no open position exists in the same level and area of certification, the returning teacher shall be assigned a position to be made available by removing the teacher with the latest date of hire as a teacher in Manchester within the same level and an area of certification of the returning teacher.

(d) A displaced teacher certified in other areas or another level, shall be assigned a position to be made available by removing the teacher with the latest date of hire in Manchester with such area(s) of certification or level.

(e) Any teacher so displaced shall be retained on the Reappointment List, as if he/she had been laid off.

(f) Any teacher so removed shall be referred to as a "displaced teacher."

(g) Notwithstanding the foregoing, a returning teacher or a displaced teacher may elect to accept a position at a different level.

(h) If the Board can document that a teacher is critical to a particular program in the school system, said teacher may be exempt from this procedure.

F. **Deductions for Non-Allowable Absences**

Deductions for non-allowable absences shall be made at the rate of 1/187th of the annual salary for each day deducted.

G. **Jury Duty and Military Leave**

If a teacher is called to serve on jury duty, he/she shall continue to receive the difference between his/her full salary and the per diem payment (but not reimbursed expenses) received by said teacher for such jury duty.

If a teacher is ordered to serve in the military and must serve during school time, the teacher will receive the difference between his/her full salary and the per diem payment (but not reimbursed expenses) received by said teacher on such military leave, for a period of up to one year.

ARTICLE XX

HEALTH INSURANCE

Teachers who were hired prior to July 1, 2004 on a half-time or greater basis, their spouses and dependents, shall have the Insurance Plans in Appendix F provided for them by the Board of Education. Teachers employed on or after July 1, 2004, for more than .5, and their spouses and dependents, shall have the insurance plans in Appendix F provided for them by the Board of Education. Such plans shall include the following:

1. CIGNA Open Access Plan with $30 Co-Pay.
2. CIGNA Open Access Plan with $20 Co-Pay.
3. High deductible/HSA health insurance plan.

   The high deductible/ HSA plan shall contain the following elements:

	High Deductible Health Plan with H.S.A	
	Combined In and Out of Network Deductible, all services subject to deductible, then covered at 100% **In-Network**	Combined In and Out of Network Deductible, all services subject to deductible, then covered at 80% **Out-of-Network**
	Combined In and Out of Network Deductible $1,500/$3,000 (agg Family)	
	Combined In and Out of Network out of pocket maximum $3,000/$6,000	
Benefit Provisions		
Preventive Care	Covered according to an age based schedule no charge deductible waived	80% after deductible
Medical Office Visits	100% after deductible	80% after deductible
Laboratory	100% after deductible	80% after deductible
High Cost Diagnostic	100% after deductible	80% after deductible
Hospital Care		
Semi Private Room	100% after deductible	80% after deductible
Outpatient	100% after deductible	80% after deductible
Emergency Room	100% after deductible	80% after deductible
Prescription Drugs		
Retail Pharmacy	100% after deductible	80% after deductible
Mail Order	100% after deductible	80% after deductible

For each eligible full-time teacher, the Board will fund fifty percent (50%) of the applicable deductible amount. The Board's contribution toward the deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The Board's contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Board's contribution toward the funding of the deductible shall relate solely to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

The insurance contribution for dental and medical insurance shall be the following, unless otherwise specified in the collective bargaining agreement.

	2013-14	2014-15	2015-16
OAP $30	19%	20%	21%
OAP $20	16%	17%	18%
H.S.A.	13%	14%	15%

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially equivalent to the overall level of benefits in effect immediately preceding any such change.

The Board will adopt an Internal Revenue Code Section 125 which allows teachers to pay insurance contributions with pre-tax dollars.

A. Health insurance benefits will be provided to members of the bargaining unit whose spouses are also employed by the Board in accordance with state law.

   Active teachers who fall under Article XXI Section A may voluntarily elect, subject to Section 125 of the Internal Revenue code, to waive all health insurance benefits.

B. The Board of Education shall provide and pay for each teacher $25,000 group life and accident insurance coverage. The teacher shall have the option to increase coverage by $10,000 additional insurance with the full cost of said additional insurance to be paid by the teacher receiving the additional insurance. Retiring teachers may convert such group insurance to individual life insurance policies at the expense of the teacher, to the extent permitted by the carrier.

C. Blue Cross Full Service Dental Plan - individual and family plan including the rider for unmarried children will be provided by the Board of Education. Dental riders A, B, and C will be made available to teachers. Teachers shall pay the entire premium for riders A, B, and C.

D. Upon the death of a teacher, the Board shall afford the surviving spouse the opportunity to purchase health benefits through the Board group plan. Dependent children may also be included until the age of 25 years.

E. Benefits for Retiring Teachers

1. Teachers initially hired on or after July 1, 1998, and who retire under the Connecticut Teachers' Retirement System (Charter 167a of the General Statutes), shall be permitted to participate in the health insurance plan(s) offered to actively employed teachers in accordance with the provisions of Section 10-183t of the Connecticut General Statutes. Such retired teachers shall pay the full costs for such health insurance, less the subsidy provided by the State Teachers' Retirement Board.

2. Any teacher, initially hired on or before June 30, 1998, who retires on or after July 1, 1998, and who qualifies for Board-provided post-retirement health insurance, shall be permitted to participate in the health insurance plan(s) offered to actively employed teachers in accordance with the provisions of Section 10-183t of the Connecticut General Statutes. Such retired teachers shall pay two (2) times the percentage contribution paid by actively employed teachers (as may be amended from time to time) for individual coverage for the retiree. Such retired teachers shall pay one hundred percent (100%) of the additional costs of coverage for any eligible dependents of the retired teacher.

   Included in the cost of such health insurance shall be the base dental insurance that is provided for active teachers.

   The Manchester Board of Education shall be contractually entitled to retain State payments under C.G.S. Section 10-183t to offset or defray the cost of health insurance.

3. When teachers retire and become eligible for Medicare, they may acquire their health benefits through the health plan maintained by the State Teachers' Retirement System or enroll in the Board's Medicare Supplement plan and pay 100% of the premium in accordance in with 10-183t.

4. Teachers hired starting with the 1995-96 school year must have a minimum of fifteen (15) years of service in the Manchester Public Schools as a contracted teacher, in order to receive contract benefits, as provided to active teachers, as described in subsection (b) or (c) above. For teachers receiving a disability allowance, the minimum years of service provision shall be waived.

5. If both husband and wife were employed by the Manchester Board of Education at the time of their respective retirements, each shall be covered separately upon retirement and/or in accordance with C.G.S. Section 10-183t.

6. Upon the death of a retired teacher, the surviving spouse may purchase health benefits through the Board group plan in accordance with the provisions of Section 10-183t of the Connecticut General Statutes, with the surviving spouse paying the entire cost of the premiums (less the subsidy provided by the State Teachers' Retirement Board). The surviving spouse may purchase such benefits only if he/she does not have other health insurance coverage.

F. Teachers employed after July 1, 1984, on less than a half-time basis shall receive no benefits provided by the Board but shall have the option of buying said benefits at the group rate.

Teachers employed on or before July 1, 1984, on less than a half-time basis, shall have a percentage of their benefits cost paid for by the Board. The percentage amount paid for by the Board shall be equal to the percentage of full-time employment for which the teacher is paid. The remaining cost shall be paid by the teacher.

G. Section 125 Flexible Benefits Plan

The Manchester Board of Education agrees to establish a Section 125 Flexible Benefits Plans for pre-tax treatment of unreimbursed medical expenses subject to Federal and State Law and IRS Rules and Regulations. The Board will modify its Section 125 Plan to:

1. Provide for pre-tax treatment of unreimbursed medical expenses ($2,000 limit), and

2. Provide for pre-tax treatment of dependent care expenses ($5,000).

The Board of Education reserves the right to use a third party to administer the Section 125 Flexible Benefits Plan. If a third party is used to administer the 125 flexible benefits plan, the Board shall pay the set-up fee for such accounts and the teachers shall pay the monthly service fee if required.

ARTICLE XXI

PAYROLL DEDUCTIONS

A. 1. **Conditions of Employment** - All teachers employed by the Manchester Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall not be greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment.

2. **Deductions** - The Manchester Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

3. **Subsequent Employment** - Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

4. **Forwarding of Monies** - The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.

5. **Save Harmless** - The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under this section. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section.

B. Other payroll deductions may be provided for as agreed to in cooperation with the central office.

ARTICLE XXII

GENERAL PROVISIONS

A. It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.

B. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administrative policies, rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

C. There shall be no reprisals of any kind taken against any teacher by reason of membership in a professional education organization or participation in its activities.

D. Teachers shall have the opportunity to review the contents of any reports originated in this system which are contained in their personal files as maintained by building principals. supervisors or the Superintendent. One personnel file used for employment-related matters will be designated as the central office (Superintendent's) file. Material(s) included in a personal file, (which has been reviewed and teacher initialed within five (5) days of inclusion in such file) may be transferred to the personnel file within one (1) year from date of such inclusion. Teacher initials will not indicate approval of content. The teacher will also have the option of attaching a response to any material(s) in the personal or personnel file.

E. In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement, except that a DSAP teacher who is employed by the Board for more than one year shall advance on the salary schedule in accordance with the provisions of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.

2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

3. DSAP holders shall have no bumping rights or recall rights under this Agreement.

F. 1. The President of the Manchester Education Association shall have his/her teaching assignment reduced to a half-time assignment during the period of his/her term(s) as President, at the option of the Association. The President's half-time teaching assignment will be the same position he/she taught prior to serving as President.

2. The President, during said term(s), shall receive all benefits, rights and privileges of a full-time teacher and the Board shall be solely responsible for all fringe benefits for said President.

3. The President shall be paid as a full-time teacher by the Board on his/her proper step level and degree level on the salary schedule and the Association shall contribute the salary for the teacher assuming the MEA President's teaching duties to the Board.

4. The official representatives of the Association shall be granted release time without loss of pay when necessary in the performance of their duties. Such released time is subject to the approval of the Superintendent or his designee and will be requested in accordance with established administrative procedures. The Association and its officers recognize and agree that this privilege will not be abused.

G. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

H. 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. A copy of any written policy of the Board shall be forwarded to the Association at the same time as a copy thereof is sent to the principals.

I. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her' file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

J. Any substantive complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.

ARTICLE XXIII

JUST CAUSE

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, or suspended without reasonable and just cause. If a teacher is to be formally disciplined such action shall be in accordance with Progressive Discipline.

ARTICLE XXIV

DURATION

The provisions of this agreement shall be effective as of July 1, 2013 and shall continue and remain in full force and effect until June 30, 2016.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 20th day of November, 2012

Manchester Board of Education

Christopher Pattacini, Chairperson
Manchester Board of Education

Manchester Education Association

Thomas Nicholas, President
Manchester Education Association

APPENDIX A

MANCHESTER BOARD OF EDUCATION

Teachers entering the Manchester School System with previous experience shall be placed on the salary schedule in accordance with the following:

Years of Experience

Step	2013-14 Move	2014-15 Move	2015-16 Move
1	1	1	1
2	2	2	2
3	3-5	3	3
4	6-7	4-6	4
5	8	7-8	5-7
6	9	9	8-9
7	10-11	10	10
8	12	11-12	11
9	13	13	12-13
10	14	14	14
11	15	15	15
12	16	16	16
13	17+	17+	17+

2013-14 SALARY SCHEDULE

Step	B.A.	B.A. + 15	B.A.+30 Master's	M.A.+30	Doctorate
1	43,611	44,920	46,228	50,589	58,875
2	44,920	46,228	47,536	51,898	60,183
3	46,228	47,536	49,280	53,641	61,928
4	47,973	49,280	51,025	55,387	63,672
5	49,716	51,025	52,769	57,130	65,418
6	51,461	52,769	54,950	59,312	67,597
7	53,206	54,515	57,130	61,492	69,778
8	54,950	56,258	59,746	64,109	72,395
9	56,695	58,003	62,364	66,724	75,010
10	59,746	61,055	65,418	69,778	78,063
11	63,236	64,545	68,470	73,268	81,552
12	69,352	70,667	73,703	78,500	86,786
13			79,869	85,459	93,018

Each teacher other than those on maximum step shall move up one step on the salary schedule, effective at the beginning of the contract year.

2014-15 SALARY SCHEDULE

Step	B.A.	B.A. + 15	B.A.+30 Master's	M.A.+30	Doctorate
1	43,611	44,920	46,228	50,589	58,875
2	44,920	46,228	47,536	51,898	60,183
3	46,228	47,536	49,280	53,641	61,928
4	47,973	49,280	51,025	55,387	63,672
5	49,716	51,025	52,769	57,130	65,418
6	51,461	52,769	54,950	59,312	67,597
7	53,206	54,515	57,130	61,492	69,778
8	54,950	56,258	59,746	64,109	72,395
9	56,695	58,003	62,364	66,724	75,010
10	59,746	61,055	65,418	69,778	78,063
11	63,236	64,545	68,470	73,268	81,552
12	70,046	71,373	73,703	78,500	86,786
13			80,668	86,314	93,948

Each teacher other than those on maximum step shall move up one step on the salary schedule, effective at the beginning of the contract year.

2015-16 SALARY SCHEDULE

Step	B.A.	B.A. + 15	B.A.+30 Master's	M.A.+30	Doctorate
1	43,611	44,920	46,228	50,589	58,875
2	44,920	46,228	47,536	51,898	60,183
3	46,228	47,536	49,280	53,641	61,928
4	47,973	49,280	51,025	55,387	63,672
5	49,716	51,025	52,769	57,130	65,418
6	51,461	52,769	54,950	59,312	67,597
7	53,206	54,515	57,130	61,492	69,778
8	54,950	56,258	59,746	64,109	72,395
9	56,695	58,003	62,364	66,724	75,010
10	59,746	61,055	65,418	69,778	78,063
11	63,236	64,545	68,470	73,268	81,552
12	70,746	72,087	73,703	78,500	86,786
13			81,475	87,177	94,887

Each teacher other than those on maximum step shall move up one step on the salary schedule, effective at the beginning of the contract year.

SALARY SCHEDULE

VOCATIONAL INSTRUCTORS

Vocational Instructors that hold "occupational certification" (098) and are not being paid in accordance with Appendix A as of June 30, 2001 shall be placed on Appendix A on the step commensurate with his/her degree and experience in Manchester, not to exceed BA + 15, step 6 of the teachers' salary schedule. Any Vocational Instructor who currently is being paid in excess of this shall be paid at the level of BA + 15, step 8 and the salary shall not exceed this amount. It is understood that should a Vocational Instructor attain Professional Certification, as a certified teacher, then he/she will be placed on the step commensurate with his/her degree and experience in Manchester.

Longevity Service Recognition

13 years to 17 years	$150
18 years to 22 years of service	$300
23 years of service and above	$500

Teachers hired on or after July 1, 1998 shall not be eligible for longevity payments.

APPENDIX B

OTHER SALARY SCHEDULES

(1) Certified Teachers of Homebound Children and Certified Teachers providing tutorial instruction after school:

$26.97 per hour in 2013-14
$27.37 per hour in 2014-15
$27.78 per hour in 2015-16

(2) Summer School and Curriculum Development

A. Teachers employed teaching summer school shall be paid at the rate of:

$33.71 per hour in 2013-14
$34.22 per hour in 2014-15
$34.73 per hour in 2015-16

B. Teachers employed to develop curriculum, etc. shall receive:

$22.47 per hour in 2013-14
$22.81 per hour in 2014-15
$23.15 per hour in 2015-16

C. Teachers employed in the summer to perform duties associated with his/her instruction during the school year (i.e. PPT's, EIP's) shall be compensated at their hourly per diem rate.

(3) Extracurricular Pay and Co-curricular Pay Schedule:

A. Point compensation will be increased by the general wage increase in each year:

2013-2014: $274 per point
2014-2015: $278 per point
2015-2016: $282 per point

B. The point schedule for extracurricular pay is set forth in Appendix E. Changes in the current point schedule will only be addressed during contract negotiations. Extracurricular or Co-curricular assignments of certified personnel shall not occur without the opportunity for negotiations upon request for fair and equitable compensation for such assignments.

C. It is understood by the Manchester Education Association and the Manchester Board of Education that the number of teachers is exclusive of the facilitator or the representative.

D. High School Curriculum and Instructional Leader (Language Arts, World Language, Math, Science, Social Studies, Art, Business, Family/Consumer Science, Music/Performing Arts, Physical Education, Technology, and Health):

			Release Time from Teaching
Class I	1-4 teachers	8 pts.	0
Class II	5-8 teachers	12 pts.	20%
Class III	9-12 teachers	14 pts.	40%
Class IV	13-16 teachers	17 pts.	40%
Class V	17 and over teachers	20 pts.	40%

Any presentation outside of the normal work day that is required by an Administrator shall be compensated at a rate of $22.47 per hour in 2013-14, $22.81 per hour in 2014-15, and $23.15 per hour for 2015-16, or for any portion thereof.

E. Pre-K-12 Student Support Services Department Head (Psychology, Social Work and Speech/Language & Hearing):

			Release Time For Teachers
Class I	1-4 teachers	12 pts.	40%
Class II	5-8 teachers	16 pts.	40%
Class III	9-12 teachers	20 pts.	40%
Class IV	13-16 teachers	23 pts.	40%
Class V	17 and over teachers	26 pts.	40%

F.	Library Media Department Head	17 pts.	40%
G.	K-8 Curriculum Chairpersons	12 pts.	20%
	ELL Coordinator	15 pts.	0%
	Literacy Facilitator Coordinator	15 pts.	0%

H. High School Special Education Head, and Head of Guidance

Class I	1-4 teachers	6 pts.	20%
Class II	5-8 teachers	10 pts.	20%
Class III	9-12 teachers	14 pts.	20%
Class IV	13-16 teachers	17 pts.	20%
Class V	17 and over teachers	20 pts.	20%

I. High School Driver Training Head/Treasurer 17 pts.

J. MRA Head Teacher 20 pts.

K. Middle School Team Leaders

1-4 Teachers	3 pts.
5-8 Teachers	7 pts.

L. The new rates of compensation for the positions below will occur when the 1994-95 staff member vacates the position. In counting middle school teachers for the purpose of compensating the middle school facilitator, a teacher will be counted in each department for which he/she teaches. For example: a 6th grade teacher .40 science and .60 language arts would be counted as a "whole person" in each of the science and language arts departments. This method replaces a previous method by which 6th grade teachers were assigned on a percentage basis to various departments.

In counting middle school teachers for the purpose of compensating the middle school team leader, any teacher assigned to a team shall be counted as part of the team. For example: a special education teacher assigned, or on, Team A shall be considered part of the team.

Middle School Facilitator

		Old	New
Class I	1-4 teachers	6 pts.	4 pts.
Class II	5-8 teachers	10 pts.	8 pts.
Class III	9-12 teachers	14 pts.	12 pts.
Class IV	13-16 teachers	17 pts.	15 pts.
Class V	17 teachers and above	20 pts.	18 pts.

M. Gr. K-5 Math/Science/Technology Specialists 4 pts.

N. SIT Coordinator 10 pts.

O. Public Relations Stipend (1 per school) 2 pts.

P. Grade 7 & 8 Algebra and Geometry Mathematics Chairperson 6 pts.

Q. Neuropsychological Examiner 20 pts.

R. Early Intervention Program Chair 2 pts.

S. Positive Behavior Support Chair 2 pts.

T. Webmaster 4 pts.

(4) Longevity Service Recognition

Years 6 through 10 after maximum	$150
Years 11 through 15 after maximum	$300
Years 16 and greater after maximum	$500

Teachers hired on or after July 1, 1998 shall not be eligible for longevity payments.

(5) Elementary Music Teachers

Elementary music teachers who are required to teach music groups, such as band or orchestra, before the start of school, and who are not released from any other required duties, will receive a total of three points per year for each school at which such requirements apply to a teacher.

(6) Travel Reimbursement

Any teacher who uses his/her personal vehicle to travel between schools or perform Board of Education business will be reimbursed at the current I.R.S. rate. Payment will be monthly.

(7) Compensation for Staff Development Presenters

A. Presentations by teachers during a staff development day.

Teachers will not be compensated for the presentation itself. However, teachers will be compensated for their preparation time up to a maximum of two hours of preparation time for each hour of presentation time at the rate of $20.00 per hour.

For example: A teacher presents a three-hour workshop and would be reimbursed for up to six hours of preparation time at $20.00 per hour, or $120.00.

B. Presentation by teachers beyond school hours at a workshop that benefits Manchester teachers shall be compensated for the preparation and presentation of the workshop.

Such compensation shall be up to a maximum of 2:1 for preparation time and a ratio of 1:1 for presentation time at the rate of $20.00 per hour.

For example: A teacher presenting a two-hour workshop after school would be compensated for up to four hours of preparation time and two hours of presentation time (6 hours) at $20.00 per hour, or $120.00.

C. In lieu of compensation for preparation, Administration may opt to have teachers prepare for the workshop by hiring a substitute. The teacher shall only be compensated for the presentation at $ 20.00 per hour.

(8) National Board Certification: Teachers who attain the National Board Certification shall receive an annual stipend of $1000.

(9) Online Learning Facilitator and Mentor: The Online Learning Facilitator and Mentor will facilitate all external online learning programs and coordinate student and mentor assignments. The stipend for this position is 15 points

(10) New Horizons Alternative Education Program

Teachers employed in the New Horizons Program shall be compensated at their per diem hourly rate up to a maximum of $50 per hour. Teachers will be compensated for one-half hour preparation period per day worked.

All teachers regularly employed in the Manchester School System will be given the opportunity for an interview for open positions in the program. Overriding consideration is what will be in the best interest of the students and the needs of the program.

APPENDIX C

GENERAL CONDITIONS AFFECTING SALARIES

A. Salary payments to teachers for the school years covered by this Agreement will be made by direct deposit (except for the final paycheck for a teacher leaving the district) according to the following schedule: teachers' salary payments must follow the regular Board of Education payroll schedule but in no circumstances will the first payment of the school year be later than the second Friday of the student school year. Payments will be as nearly equal in size as possible. Teachers may elect to receive salary payments in either 21 or 26 installments. Unpaid installments, when 26 have been indicated, will be paid at the end of the school year.

B. When employing new members of the staff, the Superintendent shall place any new employee on the proper step and degree classification on the salary schedule in accordance with the employee's years of preparation and experience. The exception to this procedure may occur only when the State Department of Education has determined that a shortage area exists. Under these conditions the Superintendent, in consultation with the Association, may place a new teacher hired into that shortage area up to five (5) years above their normal placement on the salary schedule. Experience of a non-teaching nature which clearly contributes to teaching qualifications may be evaluated by the Superintendent and credited on the schedule. The Association shall be notified in writing of any such action by the Board in crediting a teacher for experience of a non-teaching nature.

The Association shall receive copies of all new hire letters.

C. All teachers whose work is satisfactory shall be advanced regularly year by year on the salary schedule from the point at which they start, unless a step freeze applies to a contract year, provided that they have actually worked at least ninety (90) days in the preceding school year (excluding all leave time).

D. The yearly increment may be withheld if the service of the preceding year is less than satisfactory, or may be granted subject to conditions established by the Superintendent, provided that if any increment is withheld, a written statement of the reasons therefore shall be given to the teacher by April 1. A disagreement over whether such withholding or granting of an increment is justified shall be subject to the grievance procedure.

E. No teacher shall advance or be on the Master's (BA + 30) salary schedule column unless he/she has obtained an earned master's degree or 30 credits in an approved graduate program from an accredited college or university. Any employee hired on or after July 1, 2013 must earn a Master's Degree from an accredited college or university in order to be placed on the Master's schedule. For MA + 30 placement, a teacher must show a second master's degree in a discipline other than the discipline in which the initial master's degree

was attained, the completion of a 6th year certificate from an accredited college or university or 30 credits in an approved graduate program. For placement on the Doctoral lane, a teacher must earn a doctorate from an accredited college or university.

F. Whenever a teacher qualifies for classification on a higher schedule, transfer to that schedule shall be made for the next school year following the completion of the requirement. The bachelor's degrees shall be required for placement on the four-year schedule. A bachelor's decree and 15 semester hours of approved work beyond shall be required for placement on the four-year plus 15 schedule. Effective July 1, 2007, any teacher who has earned a doctorate from an accredited college or university shall be entitled to placement on the Doctoral Level.

G. It is agreed that in the event that any new position is established for the employment of a certificated professional personnel in the bargaining unit, the Superintendent will discuss with the Association the establishment of the salary schedule for such position and the Association shall be given the opportunity to negotiate with regard to such salary schedule with the Board.

H. No teacher shall receive time (compensatory time) in lieu of compensation without a written agreement between the Association and the Board of Education.

I. Pro-Rated Compensation

Daily rate of the individual teacher shall be calculated on the basis of the individual's contractual salary (actual step placement on the salary schedule) for the appropriate school year divided by the number of contractual work days for said year.

APPENDIX D

MANCHESTER PUBLIC SCHOOLS
SCHOOL CALENDAR

The Manchester Public School Calendar shall be determined by the Board after input from the Association.

APPENDIX E

EXTRACURRICULAR POINT SCHEDULE

As a rule, any newly proposed club or sport must go through a one-year "probation and evaluation" period. After that period, the evaluation will be reviewed by a committee comprised of the building principal, the SAA Advisor (at the school), and a representative of the MEA.

If the committee recommends that the club be given "points," its recommendation must be forwarded to the Human Resource Office by November 1st for possible inclusion in the following year's budget. The committee may also forward to the Human Resource Office recommended deletions.

The Assistant to the Superintendent for Finance and Management shall adopt or reject the committee's recommendation for the following year's budget. The decision by the Assistant to the Superintendent for Finance and Management shall be communicated to all parties involved as soon as possible.

It is clearly understood that "between negotiations" the Administration has the legal right to eliminate and/or create positions and the Manchester Education Association has the legal right to negotiate any point compensation for newly created positions.

NAME OF POSITION	NEW POINTS			CURRENT POINTS		
High School Sports	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Baseball (Boys)	17*	19*	21*	19	21	23
J.V. Assistant	13*	14*	15*	16	17	18
Freshman				11	12	13
Basketball (Boys)				22	24	26
Assistant				16	17	18
Freshman				13	14	15
Basketball (Girls)				22	24	26
Assistant				16	17	18
Freshman				13	14	15
Cheerleading Fall				12	13	14
J.V. &				9	10	11
Freshman Winter (each season)				7	8	9
Cross Country (Boys)				13	14	15
Assistant				9	10	11
Cross Country (Girls)				13	14	15
Assistant				9	10	11
Football (Boys)				25	27	29
Assistant (4)				17 ea.	18 ea.	19 ea.
Freshman				15	16	17
Assistant				10	11	12
Golf (Boys)				13	14	15
Golf (Girls)				13	14	15
Assistant Golf (Coed)				10	11	12
Hockey				20	22	24
Assistant				16	17	18
Indoor Track (Boys)				18	19	20
Assistant (1.5)				13	14	15
Indoor Track (Girls)				18	19	20
Assistant (1.5)				13	14	15
Soccer (Boys)				16	18	20
Assistant	12*	13*	14*	13	14	15
J.V.				12	13	14
Freshman				10	11	12

***The new points shall apply to new hires for these positions after the present coach vacates his/her position.**

NAME OF POSITION	NEW POINTS			CURRENT POINTS		
High School Sports	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Soccer (Girls)				16	18	20
Assistant	12*	13*	14*	13	14	15
J.V.				12	13	14
Freshman				10	11	12
Softball (Girls)	17*	19*	21*	19	21	23
Assistant	13*	14*	15*	16	17	18
Freshman				11	12	13
Strength Coach						
Fall				11	12	13
Winter				11	12	13
Spring				11	12	13
Swimming (Boys)				20	22	24
Assistant				12	13	14
Swimming (Girls)				20	22	24
Assistant				12	13	14
Tennis (Boys)				14	15	16
Tennis (Girls)				14	15	16
J.V. Tennis (Coed)				10	11	12
Track (Boys)	16*	18*	20*	17	19	21
Assistant (1)	12*	13*	14*	16	17	18
Freshman	11*	12*	13*	16	17	18
Track (Girls)	16*	18*	20*	17	19	21
Assistant	12*	13*	14*	16	17	18
Freshman	11*	12*	13*	16	17	18
Unified Sports	10	11	12			
Volleyball (Girls)				16	18	20
Assistant (2)				12 ea.	13 ea.	14 ea.
Wrestling				19	21	23
Assistant				14	15	16

***The new points shall apply to new hires for these positions after the present coach vacates his/her position.**

NAME OF POSITION	NEW POINTS			CURRENT POINTS		
Middle School Sports				1-3 yrs. Step 1	4-6 yrs. Step 2	7+ yrs. Step 3
Athletic Director				20	21	22
Baseball (Boys)				8	9	10
Basketball (Boys)				8	9	10
Basketball (Girls)				8	9	10
Cross Country (Coed)				10		
Intramural Supervisor				3		
Intramural Coach				2		
Soccer (Boys)				8		10
Soccer (Girls)				8	9	10
Softball (Girls)				8	9	10
Track Coed				10	11	12
Assistant (2)				6	7	8
Wrestling				8	9	10
Assistant				6	7	8

NAME OF POSITION	POINTS		
High School Clubs	1-3 yrs. Step 1	4-6 yrs. Step 2	7+ yrs. Step 3
Activities Planning Board	13		
Amnesty International	6	7	8
Art Club	6	7	9
Asian American Students Association	5		
Band	16	17	18
Assistant Band Director	14	15	16
Chamber Orchestra	16	17	18

NAME OF POSITION	POINTS		
High School Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Class Advisors: Freshman (2) Sophomore (2) Junior (2) Senior (2)	 6 ea. 6 ea. 6 ea. 8 ea.		
Club Latino	5		
Color/Winter Guard	6		
Dance Team	7	8	9
Distributive Education Clubs of America	6		
Dramatics, Director Assistant	14 8	15 9	16 10
Exploratory Jewelry Club	4		
FBLA	6		
FCCLA	4		
Fellowship of Christian Athletes	4		
French Club	4		
Hand Bell Choir	8		
Honor Society	4		
Computer Club	6		
Italian Club	4		
Jazz Choir	8		
Jazz Combo	8		
Math Team Coach	5	6	7
Multicultural	5		
Musical, Director Assistant	10 7		
News Media	10	11	12

NAME OF POSITION	POINTS		
High School Clubs	1-3 yrs. Step 1	4-6 yrs. Step 2	7+ yrs. Step 3
Orchestra Pit, Musical Only	5		
Percussion Instructor	6		
Poetry Club	4		
Robotics	8		
Round Table	16	17	18
SAA Cashier	16		
Ski Club	4		
Summer Band	3		
Tech. Student Association	6		
West Indian Club	5		
Yearbook Advisor - Summer	9		
YES Club (formerly AFS Club)	4		
Choreography	6		
"G" Safe Alliance	4		
Fencing Club	4		

Middle School Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Art Club	6	7	8
Band	14	15	16
Middle School Singers	12	13	14
Boys & Girls Choir	14	16	18
Cheerleaders	6		
Drama Assistant	12 8	13 9	14 10
Chamber Orchestra	12	13	14
Science Club	5	6	7

NAME OF POSITION	**POINTS**		
MRA	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Student Activities Coordinator	6		
Yearbook Coordinator	3		

NAME OF POSITION	POINTS		
Middle School Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Drill Team – Steppers	2.5	3.5	4
French Club	6		
Home Economics (FACS)	6	7	8
Homework Club	3		
Junior National Honor Society	3		
Literary Magazine	10		
Math Counts	5	6	7
Multicultural	7		
Peer Mediation	7		
SAA Cashier	16		
Student Intervention Team Leader	10		
Ski Club	4		
Student Council	12		
Technology Student Association	6	7	8
Theater Guild	6	7	8
Yearbook	9		

Bennet Music Program	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Band & Orchestra	14	15	16
Choral Director	14	16	18

APPENDIX F

INSURANCE COVERAGE

CIGNA Open Access Plan with $20 Co-Pay

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Calendar Year Plan Deductible *Individual* *Family Maximum*	 None None	 $200 $500
Calendar Year Out-of-Pocket Maximum *Individual/Family Maximum*	 None/None	Excludes Plan Deductible $1,000/$2,000
Coinsurance	CIGNA HealthCare pays 100% of eligible charges. You pay 0% of charges.	CIGNA HealthCare pays 80% of eligible charges. You pay 20% of charges after plan deductible.
Precertification - Inpatient - PHS+ *(required for all inpatient admissions)* ***Precertification - Outpatient - PHS+*** *(required for selected outpatient procedures and diagnostic testing or outpatient services)*	Coordinated by your physician Coordinated by your physician	Participate must obtain approval for inpatient admission; subject to penalty/reduction or denial for non-compliance Participant must obtain approval for selected outpatient procedures and diagnostic testing; subject to penalty/reduction or denial for non-compliance
Lifetime Maximum	Unlimited	Unlimited
Pre-existing Condition Limitation	N/A	N/A
Physician Services ***Primary Care Physician (PCP) Office Visit*** ***Specialty Physician Office Visit*** *Consultant and Referral Physician Services* *Allergy Treatment/Injections - PCP or Specialty Physician* *Allergy Serum (dispensed by physician in office)* *Second Opinion Consultations (provided on voluntary basis)* *Surgery Performed in the Physician's Office - PCP or Specialty Physician*	 $20copayment per office visit $20 copayment per office visit No charge No charge $20 copayment per office visit $20 copayment per office visit	 20% of charges** 20% of charges** 20% of charges** 20% of charges** 20% of charges** 20% of charges*

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Preventive Care *Routine Preventive Care for Children through age 21 (including routine immunizations)* *Immunizations* *Routine Preventive Care for Children and Adults from age 22 (including routine immunizations)* Unlimited maximum per calendar year *Immunizations*	$0 copayment per office visit No charge $0 copayment per office visit No charge	20% of charges** 20% of charges** 20% of charges** 20% of charges**
Mammograms, PSA, Pap Test *Note: Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services based on place of service.*	No charge $0 copayment for associated wellness exam	20% of charges**
Inpatient Hospital Services	$200 copayment per admission	20% of charges** Precertification required
Inpatient Hospital Doctor's Visits/Consultations *Inpatient Hospital Professional Services*	No charge No charge	20% of charges** 20% of charges**
Outpatient Facility Services	$100 copayment per facility visit	20% of charges**
Laboratory and Radiology Services (includes preadmission testing) *Physician's Office* *Outpatient Hospital Facility* *Emergency Room/Urgent Care Facility (billed by facility as part of the Emergency Room/Urgent Care visit)* *Independent X-Ray and/or Lab Facility* *Independent X-Ray and/or Lab Facility (in conjunction with an Emergency Room visit)*	 No charge No charge No charge No charge No charge	 20% of charges** 20% of charges** No charge; except if not a true emergency, then 20% of charges** 20% of charges** No charge; except if not a true *emergency, then 20% of charges***

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Family Planning Services		
Office Visits (lab & radiology tests, counseling)	$20 copayment per office visit	20% of charges**
Vasectomy/Tubal Ligation (excludes reversals)		
Inpatient Facility	$200 copayment per admission	20% of charges* Precertification required
Outpatient Facility Services	$100 copayment per facility visit	20% of charges**
Physician's Services - Inpatient or Outpatient	No charge	20% of charges**
Physician's Office	$20 copayment per office visit	20% of charges**
Infertility Services		
Office Visit (lab & radiology tests, counseling) - PCP or Specialty Physician	$20 copayment per office visit	20% of charges**
Coverage will be provided for the following services: Testing and treatment services performed in connection with an underlying medical condition. Testing performed specifically to determine the cause of infertility. Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition).		
Artificial Insemination and In-Vitro.		
Inpatient Facility	$200 copayment per admission	20% of charges** Precertification required
Outpatient Facility Services	$100 copayment per facility visit	20% of charges**
Physician's Services	No charge	20% of charges**
$ maximum per lifetime#		
TMJ - Surgical and Non-surgical	Not Covered	Not Covered
Mental Health		
***Inpatient** - Unlimited days maximum per calendar year*	$200 copayment per admission	20% of charges* Precertification required
***Acute:** Based on a ratio of 1:1*		
***Partial:** Based on a ratio of 2:1*		
***Residential:** Based on a ratio of 2:1*		
***Outpatient** - 40 visits maximum per calendar year#*	$20 copayment per visit	20% of charges** 20% of charges**
***Group Therapy Mental Health** - combined maximum with Outpatient Individual Mental Health services based on a ratio of 1:1*	$20 copayment per session	
***Intensive Outpatient Mental Health** - 3 programs maximum per calendar year# based on a ratio of 1:1 with outpatient Mental Health visits*	$50 per program copayment	$50 per program deductible, plus 20% of charges; no plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Substance Abuse ***Inpatient*** *- 45 days maximum per calendar year#* ***Acute Detox:*** *Based on a ratio of 1:1 (requires 24 hour nursing)* ***Acute Inpatient Rehab:*** *Based on a ratio of 1:1 (requires 24 hour nursing)* ***Partial:*** *Based on a ratio of 2:1* ***Residential:*** *Based on a ratio of 2:1* ***Outpatient*** *- 40 visits maximum per calendar year#* ***Intensive Outpatient Substance Abuse*** *- 3 programs maximum per calendar year# based on a ratio of 1:1 with outpatient Substance Abuse visits*	$200 copayment per admission $20 copayment per visit $50 per program copayment	20% of charges* Precertification required $50 per program deductible, plus 20% of charges; no plan deductible
Durable Medical Equipment Unlimited maximum per calendar year	No charge	20% of charges**
External Prosthetic Appliances *Unlimited maximum per calendar year*	No charge	20% of charges**
Vision Care *Eye Exam every 24 months*	$20 copayment per office visit	$15 deductible - 100% of billable charges
Advanced Radiological Imaging *(MRIs, MRAs, CAT Scans, PET Scans, etc.)* *Inpatient Facility* *Outpatient Facility* *Emergency Room/Urgent Care Facility (billed by facility as part of the Emergency Room/Urgent Care visit)* *Physician's Office*	 $200 copayment per admission No charge No charge No charge	 20% of charges** 20% of charges** No charge; *except if not a true emergency, then 20% of charges*** 20% of charges
Short-Term Rehabilitative Therapy (includes physical, speech, occupational, pulmonary rehab & cognitive therapy) 60 days maximum per calendar year# for all therapies combined **Note:** *Therapy sessions provided as part of Home Health Care accumulate to the Short-Term Rehab Therapy maximum* ***Outpatient Cardiac Rehabilitation*** *Up to 36 days maximum per occurrence*	No charge $20 copayment per office visit	20% of charges** 20% of charges**
Chiropractic Care Services 60 days combined with Short Term Rehabilitative Therapy maximum per calendar year#	$20 copayment per office visit	20% of charges**

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Emergency and Urgent Care Services		
Physician's Office - PCP or Specialty Physician	$20 copayment per office visit	*Care will be provided at in-network levels if it meets the "prudent layperson" definition of an emergency. Otherwise 20% of charges***
Hospital Emergency Room	$75 copayment per visit (copay waived if admitted)	
Outpatient Professional Services (Radiology, Pathology and Emergency Room Physician)	No charge	
Urgent Care Facility or Outpatient Facility	$50 copayment per visit (copay waived if admitted)	
Ambulance	No charge	
Maternity Care Services		
Initial Office Visit to Confirm Pregnancy	$20 copayment per office visit	20% of charges**
All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee)	No charge	20% of charges**
Office Visits in addition to the total maternity fee performed by OB or Specialty Physician	$20 copayment per office visit	20% of charges**
Delivery - Facility (Inpatient Hospital/Birthing Center Charges)	$200 copayment per admission	20% of charges* Precertification required
Inpatient Servicing at Other Health Care Facilities Skilled Nursing, Rehabilitation and Sub-Acute Facilities *180 days maximum per calendar year# combined for all facilities listed*	No charge	20% of charges**
Home Health Services *- Includes outpatient private duty nursing when approved as medically necessary, unlimited days maximum per calendar year#; 16 hour maximum per day*	No charge	20% of charges**
Prescripti	*$10/$25/$40 - 30 day supply*	20% of charges**
	Mail = 2 copay/90 day supply	
	Unlimited - Contraceptives included	

Footnotes

* *Services are subject to calendar year deductible.*

** *Out-of-network services are subject to the calendar year deductible and maximum reimbursable charge limitations. Providers may bill the member the difference between their billed charge and the maximum reimbursable charge as determined by the benefit plan.*

\# *In-network and out-of-network services apply to the same treatment or dollar maximum*

Regarding In-Network and Out-of-Network Services:

* *Once the out-of-pocket maximum is reached, the plan pays 100% of eligible charges for the remainder of the plan year, except for Mental Health and Substance Abuse which continue to he paid at the levels specified.*

Regarding In-Network Services:

- *All services must be provided by one of the participating providers on our list in order to be covered.*

Regarding Out-of-Network Services:

- *Your out-of-pocket costs will be higher than with a participating provider.*
- *All out-of network hospital admissions and certain outpatient surgical and diagnostic procedures must be precertified and are subject to Continued Stay Review (CSR). A penalty applies to admissions which are not precertified. Non-approved admissions/days result in denial of benefits. The precertification penalty or cost of denied benefits does not apply to deductible or out-of-pocket maximum.*

Case Management

Coordinated by CIGNA HealthCare. This is a service designed 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.

Benefit Exclusions

These are examples of the exclusions in your plan. 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.

1. Any service or supply not described as covered in the Covered Expenses section of the plan.
2. Any medical service or device that is not medically necessary.
3. Treatment of an illness or injury which is due to war or care for military service disabilities treatable through governmental services.
4. Any services and supplies for or in connection with experimental, investigational or unproven services.
5. Treatment of TMJ disorder.
6. Dental treatment of the teeth, gums or structures directly supporting the teeth, however, 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 6 months of the accident.
7. 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.
8. Unless otherwise covered as a basic benefit, 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.
9. Court ordered treatment or hospitalizations.
10. Infertility donor services and charges.
11. Any services, supplies or medications or drugs for the treatment of male or female sexual dysfunction.
12. Medical and hospital care and costs for the child of a Dependent, unless this infant child is otherwise eligible under the plan.
13. Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance.
14. Consumable medical supplies other than ostomy supplies and urinary catheters.
15. Private hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
16. Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
17. Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
18. Eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
19. All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are

typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in the plan.

20. Routine foot care, however, services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.
21. Genetic screening or pre-implantation genetic screening.
22. Fees associated with the collection or donation of blood or blood products.
23. Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
24. All nutritional supplements and formulae are excluded, except infant formula needed for the treatment of inborn errors of metabolism.
25. Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
26. Expenses incurred for medical treatment by a person age 65 or older, who is covered under the plan as a retiree, or his dependent, when payment is denied by the Medicare plan because treatment was not received from a participating provider of the Medicare plan.
27. Expenses incurred for medical treatment when payment is denied by the primary plan because treatment was not received from a participating provider of the primary plan.
28. The following services are excluded from coverage regardless of clinical indications: Massage Therapy; Macromastia or Gynecomastia Surgeries; Cosmetic Surgery and Therapies; Surgical Treatment of Varicose Veins; Rhinoplasty; Abdominoplasty/Panniculectomy; Blepharoplasty; Redundant Skin Surgery; Removal of Skin Tags; Acupressure; Craniosacral/cranial therapy; Dance Therapy, Movement Therapy; Applied Kinesiology; Rolfing; Prolotherapy; Transsexual Surgery; Non-medical counseling or ancillary services; Assistance in the activities of daily living; Cosmetics; Personal or Comfort Items; Dietary Supplements; Health and Beauty Aids; Aids or devices that assist with non-verbal communications; Treatment by Acupuncture; Dental implants for any condition; Telephone Consultations; E-mail & Internet Consultations; Telemedicine; Health Club Membership fees; Weight Loss Program fees; Smoking Cessation Program fees; Reversal of male and female voluntary sterilization procedures; and Extracorporeal Shock Wave Lithotripsy for musculoskeletal and orthopedic conditions.

These Are Only the Highlights

As you can see, the plan is designed to combine in-depth coverage with cost-effective prices. This summary contains highlights only and is subject to change. The specific terms of coverage, exclusions and limitations including legislated benefits are contained in the Summary Plan Description or Insurance Certificate. This plan is insured and/or administered by Connecticut General Life Insurance Company, a CIGNA Company.

"CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp, and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.

BSM27890
06
©2008 CIGNA Health Corporation

This summary serves as a reference to general health benefits. The Summary Plan Description (SPD) will prevail in any dispute over benefits. A copy of the current SPD can be obtained in the HR department.

CIGNA Open Access Plan with $30 Co-Pay

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Calendar Year Plan Deductible *Individual* *Family Maximum*	 None None	 $250 $750
Calendar Year Out-of-Pocket Maximum *Individual/Family Maximum*	 None/None	Excludes Plan Deductible $1,000/$2,500
Coinsurance	CIGNA HealthCare pays 100% of eligible charges. You pay 0% of charges.	CIGNA HealthCare pays 80% of eligible charges. You pay 20% of charges after plan deductible.
Precertification - Inpatient - PHS+ *(required for all inpatient admissions)*	Coordinated by your physician	Participate must obtain approval for inpatient admission; subject to penalty/reduction or denial for non-compliance
Precertification - Outpatient - PHS+ *(required for selected outpatient procedures and diagnostic testing or outpatient services)*	Coordinated by your physician	Participant must obtain approval for selected outpatient procedures and diagnostic testing; subject to penalty/reduction or denial for non-compliance
Lifetime Maximum	Unlimited	Unlimited
Pre-existing Condition Limitation	N/A	N/A
Physician Services ***Primary Care Physician (PCP) Office Visit*** ***Specialty Physician Office Visit*** *Consultant and Referral Physician Services* *Allergy Treatment/Injections - PCP or Specialty Physician* *Allergy Serum (dispensed by physician in office)* *Second Opinion Consultations (provided on voluntary basis)* *Surgery Performed in the Physician's Office - PCP or Specialty Physician*	 $30 copayment per office visit $30 copayment per office visit No charge No charge $30 copayment per office visit $30 copayment per office visit	 20% of charges** 20% of charges** 20% of charges** 20% of charges** 20% of charges** 20% of charges*8

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Preventive Care *Routine Preventive Care for Children through age 21 (including routine immunizations)* *Immunizations* *Routine Preventive Care for Children and Adults from age 22 (including routine immunizations)* Unlimited maximum per calendar year *Immunizations*	$0 copayment per office visit No charge $0 copayment per office visit No charge	20% of charges** 20% of charges** 20% of charges** 20% of charges**
Mammograms, PSA, Pap Test *Note: Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services based on place of service.*	No charge $0 copayment for associated wellness exam	20% of charges**
Inpatient Hospital Services	$400 copayment per admission	20% of charges** Precertification required
Inpatient Hospital Doctor's Visits/Consultations *Inpatient Hospital Professional Services*	No charge No charge	20% of charges** 20% of charges**
Outpatient Facility Services	$200 copayment per facility visit	20% of charges**
Laboratory and Radiology Services (includes preadmission testing) *Physician's Office* *Outpatient Hospital Facility* *Emergency Room/Urgent Care Facility (billed by facility as part of the Emergency Room/Urgent Care visit)* *Independent X-Ray and/or Lab Facility* *Independent X-Ray and/or Lab Facility (in conjunction with an Emergency Room visit)*	 No charge No charge No charge No charge No charge	 20% of charges** 20% of charges** No charge; *except if not a true emergency, then 20% of charges*** 20% of charges** No charge; *except if not a true emergency, then 20% of charges***

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Family Planning Services		
Office Visits (lab & radiology tests, counseling)	$30 copayment per office visit	20% of charges**
Vasectomy/Tubal Ligation (excludes reversals)		
Inpatient Facility	$400 copayment per admission	20% of charges* Precertification required
Outpatient Facility Services	$200 copayment per facility visit	20% of charges**
Physician's Services - Inpatient or Outpatient	No charge	20% of charges**
Physician's Office	$30 copayment per office visit	20% of charges**
Infertility Services		
Office Visit (lab & radiology tests, counseling) - PCP or Specialty Physician	$30 copayment per office visit	20% of charges**
Coverage will be provided for the following services: Testing and treatment services performed in connection with an underlying medical condition. Testing performed specifically to determine the cause of infertility. Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition).		
Artificial Insemination and In-Vitro.		
Inpatient Facility	$400 copayment per admission	20% of charges* Precertification required
Outpatient Facility Services	$200 copayment per facility visit	20% of charges**
Physician's Services	No charge	20% of charges**
$ maximum per lifetime		
TMJ - Surgical and Non-surgical	Not Covered	Not Covered
Mental Health		
***Inpatient** - Unlimited days maximum per calendar year*	$400 copayment per admission	20% of charges* Precertification required
***Acute:** Based on a ratio of 1:1*		
***Partial:** Based on a ratio of 2:1*		
***Residential:** Based on a ratio of 2:1*		
***Outpatient** - 40 visits maximum per calendar year#*	$30 copayment per visit	20% of charges**
***Group Therapy Mental Health** - combined maximum with Outpatient Individual Mental Health services based on a ratio of 1:1*	$30 copayment per session	20% of charges**
***Intensive Outpatient Mental Health** - 3 programs maximum per calendar year# based on a ratio of 1:1 with outpatient Mental Health visits*	$50 per program copayment	$50 per program deductible, plus 20% of charges; no plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Substance Abuse ***Inpatient*** *- 45 days maximum per calendar year#* ***Acute Detox:*** *Based on a ratio of 1:1 (requires 24 hour nursing)* ***Acute Inpatient Rehab:*** *Based on a ratio of 1:1 (requires 24 hour nursing)* ***Partial:*** *Based on a ratio of 2:1* ***Residential:*** *Based on a ratio of 2:1* ***Outpatient*** *- 40 visits maximum per calendar year#* ***Intensive Outpatient Substance Abuse*** *- 3 programs maximum per calendar year# based on a ratio of 1:1 with outpatient Substance Abuse visits*	$400 copayment per admission $30 copayment per visit $50 per program copayment	20% of charges* Precertification required 20% of charges** $50 per program deductible, plus 20% of charges; no plan deductible
Durable Medical Equipment Unlimited maximum per calendar year	No charge	20% of charges**
External Prosthetic Appliances *Unlimited maximum per calendar year*	No charge	20% of charges**
Vision Care *Eye Exam every 24 months*	$30 copayment per office visit	$30 deductible - 100% of billable charges
Advanced Radiological Imaging *(MRIs, MRAs, CAT Scans, PET Scans, etc.)* *Inpatient Facility* *Outpatient Facility* *Emergency Room/Urgent Care Facility (billed by facility as part of the Emergency Room/Urgent Care visit)* *Physician's Office*	 $400 copayment per admission No charge No charge No charge	 20% of charges** 20% of charges** No charge; *except if not a true emergency, then 20% of charges*** 20% of charges**
Short-Term Rehabilitative Therapy (includes physical, speech, occupational, pulmonary rehab & cognitive therapy) 60 days maximum per calendar year# for all therapies combined **Note:** *therapy sessions provided as part of Home Health Care accumulate to the Short-Term Rehab Therapy maximum* ***Outpatient Cardiac Rehabilitation*** *Up to 36 days maximum per occurrence#*	No charge $30 copayment per office visit	20% of charges** 20% of charges**
Chiropractic Care Services 60 days combined with Short Term Rehabilitative Therapy maximum per calendar year#	$30 copayment per office visit	20% of charges

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT OF NETWORK
Emergency and Urgent Care Services		
Physician's Office - PCP or Specialty Physician	$30 copayment per office visit	*Care will be provided at in-network levels if it meets the "prudent layperson" definition of an emergency. Otherwise 20% of charges***
Hospital Emergency Room	$75 copayment per visit (copay waived if admitted)	
Outpatient Professional Services (Radiology, Pathology and Emergency Room Physician)	No charge	
Urgent Care Facility or Outpatient Facility	$75 copayment per visit (copay waived if admitted)	
Ambulance	No charge	
Maternity Care Services		
Initial Office Visit to Confirm Pregnancy	$30 copayment per office visit	20% of charges**
All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee)	No charge	20% of charges**
Office Visits in addition to the total maternity fee performed by OB or Specialty Physician	$30 copayment per office visit	20% of charges**
Delivery - Facility (Inpatient Hospital/Birthing Center Charges)	$400 copayment per admission	20% of charges* Precertification required
Inpatient Services at Other Health Care Facilities Skilled Nursing, Rehabilitation and Sub-Acute Facilities 180 day maximum per calendar year# combined for all facilities listed	No charge	20% of charges**
Home Health Services - *Includes outpatient private duty nursing when approved as medically necessary*, 200 days maximum per calendar year#; 16 hour maximum per day	No charge	20% of charges**
Prescripti	*$10/$25/$40 - 30 day supply*	20% of charges**
	Mail = 2 copay/90 day supply	
	$2,000 Rx Max -Contraceptives included	

Footnotes

* *Services are subject to calendar year deductible.*

** *Out-of-network services are subject to the calendar year deductible and maximum reimbursable charge limitations. Providers may bill the member the difference between their billed charge and the maximum reimbursable charge as determined by the benefit plan.*

\# *In-network and out-of-network services apply to the same treatment or dollar maximum..*

Regarding In-Network and Out-of-Network Services:

* *Once the out-of-pocket maximum is reached, the plan pays 100% of eligible charges for the remainder of the plan year, except for Mental Health and Substance Abuse which continue to he paid at the levels specified.*

Regarding In-Network Services:

- *All services must be provided by one of the participating providers on our list in order to be covered.*

Regarding Out-of-Network Services:

- *Your out-of-pocket costs will be higher than with a participating provider.*
- *All out-of network hospital admissions and certain outpatient surgical and diagnostic procedures must be precertified and are subject to Continued Stay Review (CSR). A penalty applies to admissions which are not precertified. Non-approved admissions/days result in denial of benefits. The precertification penalty or cost of denied benefits does not apply to deductible or out-of-pocket maximum.*

Case Management

Coordinated by CIGNA HealthCare. This is a service designed 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.

Benefit Exclusions

These are examples of the exclusions in your plan. 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.

1. Any service or supply not described as covered in the Covered expenses section of the plan.
2. Any medical service or device that is not medically necessary.
3. Treatment of an illness or injury which is due to war or care for military service disabilities treatable through governmental services.
4. Any services and supplies for or in connection with experimental, investigational or unproven services.
5. Treatment of TMJ disorder.
6. Dental treatment of the teeth, gums or structures directly supporting the teeth, however, 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 6 months of the accident.
7. 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.
8. Unless otherwise covered as a basic benefit, 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.
9. Court ordered treatment or hospitalizations.
10. Infertility donor services and charges.
11. Any services, supplies or medications or drugs for the treatment of male or female sexual dysfunction.
12. Medical and hospital care and costs for the child of a Dependent, unless this infant child is otherwise eligible under the plan.
13. Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance.
14. Consumable medical supplies other than ostomy supplies and urinary catheters.
15. Private hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
16. Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
17. Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
18. Eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
19. All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in the plan.
20. Routine foot care, however, services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.

21. Genetic screening or pre-implantation genetic screening.
22. Fees associated with the collection or donation of blood or blood products.
23. Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
24. All nutritional supplements and formulae are excluded, except infant formula needed for the treatment of inborn errors of metabolism.
25. Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
26. Expenses incurred for medical treatment by a person age 65 or older, who is covered under the plan as a retiree, or his dependent, when payment is denied by the Medicare plan because treatment was not received from a participating provider of the Medicare plan.
27. Expenses incurred for medical treatment when payment is denied by the primary plan because treatment was not received from a participating provider of the primary plan.
28. The following services are excluded from coverage regardless of clinical indications: Massage Therapy; Macromastia or Gynecomastia Surgeries; Cosmetic Surgery and Therapies; Surgical Treatment of Varicose Veins; Rhinoplasty; Abdominoplasty/Pannicuiectomy; Blepharoplasty; Redundant Skin Surgery; Removal of Skin Tags; Acupressure; Craniosacral/cranial therapy; Dance Therapy, Movement Therapy; Applied Kinesiology; Rolfing; Prolotherapy; Transsexual Surgery; Non-medical counseling or ancillary services; Assistance in the activities of daily living; Cosmetics; Personal or Comfort Items; Dietary Supplements; Health and Beauty Aids; Aids or devices that assist with non-verbal communications; Treatment by Acupuncture; Dental implants for any condition; Telephone Consultations; E-mail & Internet Consultations; Telemedicine; Health Club Membership fees; Weight Loss Program fees; Smoking Cessation Program fees; Reversal of male and female voluntary sterilization procedures; and Extracorporeal Shock Wave Lithotripsy for musculoskeletal and orthopedic conditions.

These Are Only the Highlights

As you can see, the plan is designed to combine in-depth coverage with cost-effective prices. This summary contains highlights only and is subject to change. The specific terms of coverage, exclusions and limitations including legislated benefits are contained in the Summary Plan Description or Insurance Certificate. This plan is insured and/or administered by Connecticut General Life Insurance Company, a CIGNA Company.

"CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp, and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.

BSM27890
06
©2008 CIGNA Health Corporation

This summary serves as a reference to general health benefits. The Summary Plan Description (SPD) will prevail in any dispute over benefits. A copy of the current SPD can be obtained in the HR department.