

AGREEMENT

Between

**The Bloomfield Board of Education and
The Bloomfield School Nurses Association**

For the Period:

**July 1, 2018
to
June 30, 2021**

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Pursuant to the provisions of the Municipal Employees Relations Act Chapter 113 General Statutes of the State of Connecticut, this Agreement is made this ___ day of, _____2018, by the Bloomfield Board of Education, hereinafter called the “Board” and the Bloomfield School Nurses Association, hereinafter called the “Association”.

ARTICLE I - DEFINITION

School Nurse - A registered professional nurse and/or nurse practitioner qualified pursuant to Section 10-212 of the Connecticut General Statutes and its regulations (Public Act 80-440).

ARTICLE II - CONDITIONS OF EMPLOYMENT

1. The normal work day for school nurses shall not exceed seven (7) hours exclusive of a thirty (30) minute duty free lunch. The work year of all nurses shall not exceed 186 work days during the school year, including 180 days that school is in session for students and six (6) professional days as defined in the school calendar. Per the discretion of the Director of Student Support services nurses may work up to 3 additional days prior to the start of the school year to ensure medical compliance. The school nurse shall be paid for these additional days on the basis of their hourly rate per contract. If possible, the building principal and/or Director of Student Support Services will be notified one week ahead of serving these days. Generally these days are to be scheduled immediately before the start of the school year. If nurses work an additional day(s), they will be paid a per diem based on their annual salary for the life of this contract.
2. The Board agrees to deduct Association dues from the wages of nurses in an amount as determined by the Association of all nurses who duly authorize such deduction in writing. The Board assumes no responsibility beyond remitting the correct amount of deduction made to the Association. The Association shall provide the Chief Operating Officer with the duly authorized deduction forms prior to August 15 each year. Deductions shall be made in twenty (20) equal installments.
3. Appointments to positions will be made according to personnel policies. A member of the BSNA shall have the opportunity to participate in interviews of all nurse candidates.
4. A copy of the contract shall be provided to each nurse within thirty (30) days of approval. New employees shall receive a copy within five (5) days of employment.
5. Assignment and transfer of nurses is the responsibility of the Superintendent or designee. If a vacancy occurs, it shall be posted at least one (1) week prior to the position being filled. The Chief Operating Officer or designee shall provide a copy of the job posting to each nurse for such position. Current nurses shall be considered for a change of assignment when a vacancy occurs. Such requests for consideration of change of assignment into a vacant position will be made to the Director of Student Support Services or his or her designee.

6. In the absence of an available opening, a nurse requesting a change in assignment shall make such request for the coming school year by June 1. Such request will be made to the Director of Student Support Services or designee.
7. Time for participation in educational institutes, workshops, or meetings and in-service programs which will improve the individual's on-the-job performance may be granted by the Superintendent or designee subject to the necessity for maintaining the efficient operation of the department. The Superintendent or designee agrees to make a reasonable effort to provide a substitute nurse for this type of absenteeism
8. Nurses shall have access to school facilities including lounge, restrooms, and parking space.
9. The Superintendent or designee will make every effort to have a substitute nurse available for a prior-known daily nurse's absence. A current file of registered substitute nurses will be maintained from which to draw such substitute.
10. The Board will provide a work calendar on a timely basis.
11. By no later than June 10 each school nurse shall receive a statement in writing of his/her salary for the upcoming school year.

ARTICLE III - SENIORITY

1. Employees shall be regarded as temporary for the first ninety (90) days of active employment, and during that time shall acquire no right of seniority, re-employment or access to the grievance procedure if laid off or discharged. After ninety (90) days of active employment, a temporary employee shall be considered a permanent employee and shall accumulate seniority from the date of hiring.
2. Seniority will be lost and continuous employment terminated by:
 - A. Resignation
 - B. Discharge or other involuntary termination of employment
 - C. Layoff which continues for more than one year
 - D. A failure to return to work upon the expiration of an authorized leave of absence or within the period prescribed by law during which a registered nurse absent on military service has re-employment rights with the Board.
3. Determination of lay-off or reduction in staff and recall shall be with consideration of the specific needs of the school system and the following procedure shall be followed:
 - A. The Association will be notified as soon as possible and before any decision is made.

- B. Seniority will be defined as the total number of consecutive years of employment in Bloomfield, starting with the most recent date of employment.
- C. In the event that more than one nurse has the same initial contract signing date, performance and ability as evidenced by written evaluations.
- D. The name of any nurse whose services have been terminated because of the elimination of a position or a reduction in staff shall be placed on a reappointment list and remain on such list for two (2) years provided such nurse does not refuse an appointment and provided such nurse applies in writing by registered or certified mail, for the retention of his/her name on said list on or before June 1st of each year subsequent to his/her termination.
- E. Any nurse on the reappointment list shall receive a written offer of replacement at least fifteen (15) days prior to the date of reemployment. It shall be the responsibility of the nurse to provide the Superintendent, or designee, of an up-to-date mailing address. The nurse shall accept or reject the appointment within ten (10) days in writing to the Superintendent. Refusal of said appointment shall be grounds for eliminating the nurse's name from the recall list.
- F. The temporary separation of a nurse shall not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated when re-employed, with the exception of salary schedule increments, years of service as applied to seniority or retirement, and any additional accumulation of sick leave days. Although there will be no compensation to a nurse during the period on the recall list, an employee who has been laid off pursuant to this Article may continue to participate in group health insurance programs in which he/she pays the full cost of such coverage and the provisions of the appropriate group policy permits such continuation.
- G. The recalled nurse shall reenter at the salary step received at the time of termination.

ARTICLE IV - DISCIPLINE OR DISCHARGE

1. No nurse shall be discharged or suspended without just cause. Disciplinary actions for cause shall include the following:
 - A. Verbal discussion of problem
 - B. Written warning
 - C. Suspension without pay
 - D. Termination

and shall follow this order except as noted in Article IV-2 below as serious misconduct.

2. Serious misconduct shall be grounds for immediate suspension or discharge. Examples of serious misconduct include but are not limited to: theft, moral turpitude, and insubordination that does not conflict with medical malpractice or neglect.
3. Any nurse discharged or suspended shall be entitled to receive a written statement of reasons as well as an opportunity to explain his/her position on the matter. A representative may be present if requested. A copy of the written statement will be sent to the Association.

ARTICLE V - TERMINATION OF EMPLOYMENT

1. At least two (2) weeks written notice of termination of employment or pay in lieu thereof shall be given to a nurse by the Board except if the termination was for cause under the terms of Article IV above.
2. Two (2) weeks written notice of resignation shall be given to the Board by a nurse and active employment shall continue throughout such notice period. Any nurse who submits such notice of resignation while not in active employment, or leaves active employment during the notice period shall be deemed to have terminated his/her employment effective as of the last active day of employment. A nurse on leave of absence shall be deemed not to be in active employment for these purposes.
3. All nurses shall be entitled to an exit interview with the Superintendent, or designee.
4. Retired nurses may participate at group rates in all health benefits provided in the contract at their own expense provided the carrier so permits.
5. A retirement allowance of up to thirty (30) days' pay based on the annual salary at the time of retirement will be paid to all nurses who have accumulated at least sixty (60) days in their unused sick leave account and whose combination of Bloomfield service and age total seventy-five (75) or more. Nurses hired before June 30, 2018, are eligible for this allowance.

Those nurses whose sick leave account exceeds sixty (60) days and whose service and age total 75 or more shall receive shall receive one-half a day's pay for each additional unused day to a total not to exceed forty-five (45) days' pay. Nurses hired before June 30, 2018 are eligible for this allowance.

In order to receive this payment in the July immediately following retirement, a nurse must inform the Superintendent of Schools or his/her designee of his/her intent to retire no later than December 1 of the year in which he/she intends to retire. Nurses who do not provide this notification shall not receive the retirement payment until the following July 1.

For any employee not participating in the pension plan, the employee will be entitled to the retirement allowance if the employee meets the pension eligibility requirements for retirement.

ARTICLE VI - PROTECTION

1. All nurses shall be protected and saved harmless under Section 4-165 of the General Statutes of the State of Connecticut.
2. A fund of seven hundred and fifty (\$750) shall be established solely for the purpose of reimbursing nurses for verifiable damage or destruction to clothing as a result of defective equipment or furniture and student negligence or malice that is not reimbursable under the deductible clause of the nurse's homeowners insurance. The Board will also reimburse a nurse under the same conditions stated above, for eyeglasses, contact lenses, hearing aids, medical and dental appliances, or watches. All claims will be held until the end of the fiscal year and paid in full or prorated if the total of verifiable claims exceeds the fund total.
3. A fund of three thousand dollars (\$3,000) shall be established solely for the purpose of reimbursing nurses for verifiable automobile vandalism on school property that is not reimbursable under the deductible clause of the nurse's automobile insurance, or if the nurse makes no claim for insurance reimbursement. All claims will be held until the end of the fiscal year and paid in full or prorated if the total of verifiable claims exceeds the fund total.

ARTICLE VII - LEAVE PROVISIONS

1. *Sick Leave* - In order to be paid for sick leave a nurse must notify the person designated by the Board to record the absence.
2. From time to time, on an as needed basis, a Bloomfield Employee who has exhausted his/her sick time and is suffering from a long-term or terminal illness or disability, and a contributor to the Sick Bank, can request a donation of days from the Sick Bank. The Sick Bank will be run by the Bloomfield Public Schools and all decisions made for Sick Bank eligibility are not subject to the Grievance Process. The district will be held harmless in the decision making process of Sick Bank eligibility.
 - a. The Sick Bank Committee
 - i. A Committee comprised of one (1) member of each bargaining unit will govern the Sick Bank. Each bargaining unit will appoint a member for a two-year term. If that appointed member cannot serve for the full term, the bargaining unit will replace that member for the remaining balance of the term.
 - ii. The Committee members will be required to sign a confidentiality agreement regarding all employee information received by the Sick Bank.
 - iii. The Committee will meet, as needed, based on the receipt of an employee request
 - iv. If there is no request, the Committee will meet quarterly to review Sick Bank balance and procedures.
 - v. The Committee must have a quorum of five (5) members to meet and make a decision on an employee request.

- vi. The Committee will make the final decisions on all employee requests.
 - b. Enrollment and Contributions
 - i. Enrollment will be held on a yearly basis during the annual health insurance enrollment period.
 - ii. The initial Sick Bank contribution will be four (4) days. An employee who had previously donated four (4) days will be granted automatic enrollment into the Sick Bank.
 - iii. All Sick Bank time will be calculated in days.
 - iv. On a quarterly basis, the district will share the Sick Bank balance with the President.
 - v. The Sick Bank will be replenished outside of the enrollment process when the Bank falls below one hundred (100) days. During this period, an employee must contribute two (2) days to have continued access to Sick Bank benefits.
 - c. Benefits
 - i. The Sick Bank will be for the benefit of any member who has contributed to the Sick Bank during the set enrollment process.
 - ii. The Sick Bank benefit does not extend to family members.
 - iii. An employee, or his/her designee, must apply to the sick Bank, in writing, to receive days. This letter should be sent to the Superintendent or his/her designee.
 - iv. The district holds the right to request additional medical information when making a decision on eligibility.
 - v. The employee who receives an approved donation may accumulate up to sixty (60) days of accumulated sick time.
 - vi. If the problem extends beyond the initial sixty (60) work days, the employee, or his/her designee, may ask for another sixty (60) work days. The additional request does not guarantee automatic approval.
3. Fifteen (15) days annual leave without loss of pay shall be allowed for personal illness, quarantine or absence because of injury cumulative to one hundred and eighty (180) days.
 4. Personal Leave - A total of six (6) additional days without salary deduction shall be allowed for the following:
 - A. Serious illness/death in the family, household, or death of a close friend;
 - B. Moving one's domicile, court appearances, legal matters, graduation of the nurse or a member of the family or household from an institution of learning, emergencies, or other business of a personal nature that demands the nurse's presence.
 - C. Religious holidays (limited to three (3) days per year).
 5. At no time is personal leave to be taken to extend a vacation (two (2) or more consecutive non-school days not including Saturday or Sunday) for any purpose that might be deemed essentially social or recreational.
 6. Attendance at Professional Meetings

- A. Nurses may be authorized four (4) days per year to attend conferences, institutes, or other professional meetings or visits without loss of pay or loss of annual leave on approval of the Director of Student Support Services or designee.
 - B. Individuals will submit a request in writing to the Director of Student Support Services or designee for permission to attend two (2) weeks in advance of the date requested.
 - C. Permission or denial will be given to the requester in writing by the Director of Student Support Services or designee within five (5) calendar days of receipt.
 - D. The Board shall reimburse each nurse with the cost of registration, mileage, and/or other expenses related to meetings or conferences covered in this Article provided that the Director of Student Support Services or designee has granted prior approval to attend the meeting or conference, and the nurse shall provide proper documentation to the Chief Operating Officer.
7. Unpaid Leaves of Absence - A permanent employee, upon proper application to the Superintendent or designee, may be granted a leave of absence without pay for a period not to exceed three (3) months. The Superintendent or designee may, at his/her sole option, extend the leave beyond the three (3) month period.
- A. Nurses who have been granted a leave shall notify the Board in writing thirty (30) days before the return date of their intention to resume work.
 - B. Nurses returning from a leave, to the extent possible, shall be restored to the same position, if available, at the time the leave was granted.
 - C. Nurses returning from a leave will be placed on the salary step they held at the time the leave was granted. If the leave is six (6) months and should fall within one (1) school year, the same level of pay will be maintained for the following school year.
8. Child-rearing Leave - Nurses shall be given all rights for which they are eligible under applicable Federal and State law.
9. Military Leave - is available to all employees as prescribed by law.

ARTICLE VIII - GRIEVANCE PROCEDURE

- 1. Definition - A grievance is defined as a dispute involving the interpretation or application of a specific section of this Agreement that relates to salaries or other conditions of employment.
- 2. The procedure shall provide for two (2) phases of grievance processing: Formal and Informal.

A. Step 1 – INFORMAL

If a nurse believes that he/she has a grievance, the nurse must discuss the matter within five (5) school days with the administrator or other supervisor who the nurse feels caused the grievance in an effort to resolve the problem informally. If, after such discussion, the nurse is not satisfied with the disposition of the matter, the nurse shall have the right to have an Association representative assist in further efforts to resolve the problem informally with the aforesaid administrator or other supervisor.

If the nurse believes that the grievance was caused by action of the Board, the informal procedure shall commence directly with the Superintendent, or designee. To invoke the grievance procedure set forth, a grievance must be submitted within five (5) school days after knowledge of the act or conditions of the event becomes known.

B. STEP 2 - FORMAL PROCEDURE

1) Level 1 – Supervisor:

A nurse with a grievance not solved through the informal procedure above shall place said grievance in writing and submit it to his/her immediate supervisor, either directly or through the Association representative. If, after five (5) school days, a resolution cannot be reached, an extension of three (3) school days may be requested by the supervisor if a resolution is in sight that would, in most likelihood, avoid the necessity of proceeding to the next level of the Formal Grievance procedure.

2) Level 2 - Superintendent of Schools:

In the event that the aggrieved member is not satisfied with the disposition of the grievance at Level 1, or in the event no decision has been rendered within ten (10) school days after having first met with the immediate supervisor, the nurse may file the written grievance with the Superintendent's office, within five (5) school days after the decision at Level 2 or after thirteen (13) days after written presentation of the grievance, whichever comes first. Presentation of the grievance may be made either by the aggrieved or by the Association representative on behalf of the aggrieved. If the grievance is filed through the Association, it shall be in writing and shall specify the grievance asserted, the section of the Agreement alleged to be involved, or the Board policy involved, if any, and its disposition at Level 1. The designated Association officer shall recommend, in writing, a proposed disposition of this grievance.

3) Level 3 - Impartial Arbitration:

If the grievance is not settled at Level 3, it may be submitted at the request of the Association to arbitration. The Arbitrator shall be selected from a list submitted by the American Arbitration Association and the arbitration shall be

conducted in accordance with their rules and regulations. The Association's request for arbitration shall be in writing and must be filed with the American Arbitration Association no later than ten (10) days after receipt of the written answer or within thirty (30) days of submission of the Board, whichever comes first.

The arbitrator designated shall hear and decide only one (1) grievance at a time. The award shall be final and binding as provided by law. The arbitrator shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

3. Miscellaneous

- A. If, in the judgment of the Association, a grievance affects more than one member of the Association; the Association may process such grievance through all levels of the grievance procedure.
- B. Acceptance or rejection of a proposed resolution to any grievance at any level must be in its entirety.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- D. Any grievance not processed within the time limits set for each level of the grievance procedure in the Article shall be deemed to have been waived.
- E. No reprisals of any kind shall be taken by the Board or by any member of the Administration or by the Association or members of the unit against anyone by reason of participation in the grievance procedure or support of any participant thereto.

ARTICLE IX - GENERAL PROVISIONS

1. Evaluations

Nurses shall have the opportunity to review and discuss any evaluation reports with their supervisor and review their own files as maintained by the district.

2. Personnel Files

- A. No material originating after original employment shall be placed in the nurse's personnel file unless the nurse has been notified, and has had an opportunity to review the material and submit a written notation regarding such material in question. If the nurse is asked to sign material placed in his/her file, such signature shall be understood to indicate awareness of the material, but in no instance shall be interpreted to mean agreement with the content of the material.
- B. Any substantive complaint filed with an administrator against a nurse by any parent, student or other person shall be called to the attention of the nurse within two (2) days of the completion of the investigation of the complaint which shall be done expeditiously.
- C. In no case shall any anonymous and/or unsubstantiated complaint be placed in any nurse's file.

- 3. Union Meetings - The Association may call meetings in a building before or after school provided such meetings do not conflict with other scheduled activities or programs. Permission from the Superintendent or designee must be received prior to the meeting scheduled. Such permission will not unreasonably be denied.
- 4. The Director of Student Support Services or designee shall meet with representative(s) of the Association at its request on a monthly basis on a mutually agreed to date. The Association shall provide the Director of Student Support Services or designee with an agenda at least one (1) full week prior to the meeting date. If no agenda is provided by the stated date, no meeting shall be held during that month.
- 5. Transportation Allowance - All travel for school business approved by the Superintendent or designee will be reimbursed at the Internal Revenue Service rate for mileage. Reimbursement forms are available from the Business Office and shall be submitted on a monthly basis.

6. Safety and Health

- A. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.
- B. Health and medical evaluations shall be required as follows:
 - 1) Under Board policy a pre-employment medical evaluation may be required.
 - 2) Medical Evaluations - If the Board mandates an employee to have a medical evaluation, it shall reimburse the employee the out-of-pocket cost of such evaluation over what is covered by the employee's insurance coverage.

7. The Bloomfield Board of Education shall reimburse members of the bargaining unit for any costs incurred in purchasing personal malpractice insurance up to a maximum of \$100.00 per year. The Town of Bloomfield, Board of Education, shall protect nurses against claims made against them for actions they take in the course of employment with the Bloomfield Public Schools, as long as such action was not wanton, malicious or willful (Conn General Statute Section 10-235).
8. The Bloomfield School Nurses Association agrees to reopen this contract during the duration of this Agreement to negotiate moving from a defined benefit pension plan Town of Bloomfield Retirement Income Plan to a defined contribution retirement plan. No other provisions of this Agreement will be negotiated.

ARTICLE X - WAIVER

1. The terms and conditions of this Agreement are intended to constitute a total comprehensive and final Agreement for the period covered by it. Any failure to discuss or negotiate any conditions of employment, wage issues or other benefits during the negotiations prior to the execution of this Agreement shall not in any way constitute or imply an understanding or assumption that such omitted matters are to be open for bargaining during the term of this Agreement.
2. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.
3. This Agreement may only be amended during its lifetime by mutual agreement.

ARTICLE XI - DURATION

This Agreement shall become effective July 1, 2018 and shall continue and remain in full force and effect until June 30, 2021. It is agreed that negotiations on a successor Agreement shall commence between the Board and the Association in accordance with State law.

IN WITNESS WHEREOF, the Undersigned have set their hands and seals this _____ day of _____, 2018.

BOARD OF EDUCATION

BLOOMFIELD SCHOOL
NURSES ASSOCIATION

Donald F. Harris, Jr.
Chairman, Bloomfield BOE

Penny Maddy
Co-President

Date

Date

James Thompson, Jr., Ed.D.
Superintendent of Schools

Melanie Kelley
Co-President

Date

Date

APPENDIX A

July 1, 2018 - June 30, 2021

Salary Schedule:

STEP	2018-2019	2019-2020	2020-2021
1 (1-3 years)	58,088	59,250	60,435
2 (4-6 Years)	58,890	60,067	61,269
3 (7-9 years)	59,687	60,881	62,099
4 (10 + years)	60,584	61,796	63,032

Paychecks:

The first paycheck of the school year shall be scheduled for the first Friday nurses are back in school and clarification on nurses' deductions should be issued at the same time. All nurses shall be paid via direct deposit. An individual nurse who can demonstrate undue hardship to the Superintendent of Schools or his/her designee may be excused from the requirement of payment by direct deposit.

Course Remuneration:

The Board will reimburse on an annual basis 100% of the tuition for two (2) courses applicable to school nursing with prior approval of the Superintendent, or designee, up to a maximum of \$1,000 per course, not to exceed \$2,000 annually. Reimbursement will be made upon presentation of evidence of payment and successful completion (a C or better) of the course. In lieu of a formal course, the Board will reimburse on an annual basis 100% of the cost for continuing education programs that are related to the nurse's field of specialization and/or licensing requirements. The total reimbursement in any single year shall not exceed the \$600 maximum and one day per-diem stipend. Per Diem stipend would apply to a summer, or non-work day experience.

Annual Increments:

Annual increments shall be granted to all employees for completing a year of satisfactory service as determined by an annual evaluation to be conducted by the appropriate administrator. The evaluation shall be completed prior to June 1 of each year. Increments shall go into effect on July 1 of each year.

Nurse Team Leader Stipend:

Remuneration for the position of Nurse Team Leader will be \$3,000 annually for the term of the Agreement. The position of Nurse Team Leader shall be an annual appointment made by the Superintendent, or designee, upon the recommendation of the Director of Student Support Services.

Mentor Nurse Stipend:

Remuneration for the position of Mentor Nurse will be \$1,000 annually for the term of the Agreement. The position of Mentor Nurse shall be an as need appointment made by the Superintendent, or designee, upon the recommendation of the Director of Student Support Services.

GEMS Nurse Stipend:

Remuneration for the position of GEMS Nurse Field Trip Coordination will be \$1,000 annually for the term of this Agreement. Any field trip taking place outside of the school year that requires medical coordination by a Registered Nurse will be paid a per diem hourly rate based upon the annual salary of the nurse performing such responsibilities.

Bloomfield High School Medical Compliance Coordinator:

Remuneration for the position of Bloomfield High School Nurse Medical Compliance Coordinator will be \$1,500 annually for the term of this Agreement. This stipend will be paid in \$500 increments at the conclusion of fall, winter and spring Sports.

Compensation Time

Nurses who are requested to stay longer than thirty (30) minutes outside of the school day may have the option of taking an equal amount of time as compensation time. This time would occur only when students are not in the school building, such as Parent/Teacher Conference days. Compensation time would be taken with the permission of the building principal/and or Director of Student Support Services.

APPENDIX B - INSURANCE BENEFITS

1. All full-time nurses have the option of becoming members of the retirement income plan, if such a plan is offered to the Board by the Town of Bloomfield. The parties have agreed to reopen negotiations on this provision during the life of this contract.
2. Hospitalization and Medical Plan - All nurses who work half time or more may participate in the following insurance plans:

b) High Deductible Health Plan (HDHP) with a Health Savings Account

The Board shall provide a HDHP with a Health Savings Account to all eligible employees as described in Appendix D entitled HIGH DEDUCTIBLE PLAN. The employee pays 10% of the annual cost for the individual or employee plus one / family plan and the Board of Education pays 90% of annual costs. The Board of Education will contribute 50% of the annual plan deductible based on an annual total of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan. With the employee's authorization, The Board will pre-fund up to the total deposit of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan and the Board will then deduct the pre-funded amount equally from the employees pay checks. The Board will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In Network Preventive Care Visits are paid 100% by plan and do not come out of the health savings account. In Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the plan. Out of Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the out of pocket maximum, then the claims are covered 100%.

Dental Plan - Full service dental plan including Rider A (additional basic benefits), Rider B (prosthetics), Rider C (periodontics), Rider D (orthodontics), and unmarried dependent child rider. The employee pays 17% of the annual cost for either, the individual, spouse or family plan and the Board pays 83% of the annual cost.

Group Life Insurance – Eligible employees have the option of purchasing twice their basic annual salary rounded off to the even thousand dollar above the sum. The employee pays 15% of the annual cost and the Board pays 85% of the annual cost. The employee has the option of purchasing an additional one times their basic annual salary as insurance at their own cost. The employee pays 17% of the annual cost and the Board pays 83% of the annual cost.

Group Long term Disability - Monthly payments will be made following completion of the required period of continuous total disability (benefit waiting period) resulting from accident or sickness that occurs either at or away from work. The Board shall pay the same share of the cost of the premium for this insurance as the Board pays for health insurance. The monthly maximum benefit will be \$2,000.

3. The Board of Education shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverage set forth above, provided that there shall be no reduction or diminution in the above coverage and no increase in expense to any bargaining unit members, and provided further that coverage which result from change in carriers and/or self-insurance are at least equal coverage described above, in terms of coverage, benefits, and administration.

The president of the Association shall be notified in writing within thirty (30) days of any intention to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Association and the Board disagree that the changes proposed will provide coverage at least equal to the coverage, benefits and administration described above at no additional cost to staff members, the disagreements shall be subject to impartial arbitration, preferably before an arbitrator with experience and expertise in these matters. Should the Association elect, such arbitration shall be expedited under the rules of the American Arbitration Association for expedited arbitration, and no change shall be made until the arbitrator has rendered his/her Award.

4. The Board will make available to employees an Internal Revenue Code Section 125 pre-tax premium conversion account for employee premium contributions. The Internal Revenue Code and its implementing regulations shall govern the administration of the Plan.

Waiver of Health Insurance Benefits

Nurses may elect to waive all health insurance benefits and in lieu thereof, be remunerated in the amount of \$500 at the end of each quarter of the fiscal year. Nurses choosing this option shall be able to change their option effective July 1st and each quarter thereafter by notifying, in writing, the Chief Operating Officer at least sixty (60) days prior to the beginning of the quarter for which the change is requested. Upon receipt of revocation of the waiver, coverage by the insurer shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Waivers under this section must be permitted by the applicable insurance companies and policies.

APPENDIX C BLOOMFIELD BENEFIT PLAN DESCRIPTION

BENEFIT	CIGNA PREFERRED PROVIDER PLAN
Benefit Cost Shares	<p>In Network: \$20 Office Visit Copay Unlimited Office Visit Maximum</p> <p>Out-of-Network: Subject to deductible & copay below</p> <p>Deductible - \$250/500/625 Coinsurance - 80% to \$5000/10,000/12,500 Cost Share Max: \$1250/2500/3125 Lifetime Maximum In-Network: Unlimited Lifetime Maximum Out-of-Network: \$2,000,000</p>
School Nurse Cost Premium Share	17%
Preventive Care Pediatric	<p>In Network: Covered according to Age based schedule \$20 copay</p> <p>Out-of-Network: 80% after annual deductible</p>
Adult	<p>In Network: Covered according to Age based schedule \$20 Copay</p> <p>Out-of-Network: 80% after annual deductible</p>
Vision	<p>In Network: Covered once every two years \$20 Copay (includes refraction)</p> <p>Out-of-Network: 80% after annual deductible Vision Care rider included (coverage for frames, lenses, contacts & additional eye exams) See separate benefit schedule.</p>
Gynecological	<p>In Network: Covered once every year \$20 Copay</p> <p>Out-of-Network: 80% after annual deductible</p>
Hospital Admission	\$200 Copay
Medical Services Medical Office Visit	<p>In Network: \$20 Copay</p> <p>Out-of-Network 80% after deductible</p>

BENEFIT	CIGNA PREFERRED PROVIDER PLAN
Outpatient PT/OT/ST/Chiro	<p>In Network: \$20 Copay Covered up to 50 combined treatments per member per calendar year (Treatment Plan Required) Subsequent treatment subject to 80% after deduction.</p> <p>Out-of-Network 80% after deductible</p>
Allergy Services	<p>In Network: \$20 Copay for office visits and testing. No copay for injections (Treatment Plan Required)</p> <p>Out-of-Network 80% after deductible</p>
Diagnostic Lab & X-Ray	<p>In Network: Covered in full</p> <p>Out-of-Network: 80% after deductible</p>
Inpatient Medical Services	<p>In Network: Covered in full</p> <p>Out-of-Network: 80% after deductible</p>
Surgery Fees	<p>In Network: Covered in full</p> <p>Out-of-Network: 80% after deductible</p>
Office Surgery	<p>In Network: Covered in full</p> <p>Out-of-Network: 80% after deductible</p>
Outpatient Mental Health	<p>Covered at 50% to \$2000 per member per calendar year</p> <p>In and Out-of-Network</p>
Emergency Care Emergency Room	<p>In Network and Out-of-Network: \$75 Copay Subject to Sudden & Serious Guidelines. Waived if admitted.</p>
Urgent Care	<p>In Network: \$75 Copay</p> <p>Out-of-Network: 80% after deductible</p>
Ambulance	<p>In Network and Out-of-Network: No charge up to \$500 maximum per trip for land and air ambulance. Additional charges over first \$500 land ambulance covered under out-of-network benefit, 80% after deductible.</p>
Inpatient Hospital General/Medical/Surgical/ Maternity (Semi-Private)	<p>In Network: \$200 Copay</p> <p>Out-of-Network: 80% after deductible (out-of-network coinsurance does not accrue to OOP maximum)</p>

BENEFIT	CIGNA PREFERRED PROVIDER PLAN
Ancillary Services Medical Supplies	In Network: \$20 Copay Out-of-Network: 80% after deductible
Psychiatric	In Network: Covered up to 60 days per calendar year (120 partial) Out-of-Network 80% after deductible
Substance Abuse/Detox	In Network: covered up to 45 days per calendar (90 partial) Out-of-Network: 80% after deductible
Rehabilitative	In Network: Covered up to 60 days per calendar Out-of-Network: 80% after deductible
Skilled Nursing Facility	Covered up to 120 days per calendar year Subject to Deductible & 80% Coinsurance
Hospice	In Network Covered up to 60 days per Admission Copay Out-of-Network: 80% after deductible
Outpatient Hospital Outpatient Surgery Facility Charges	In Network: Covered Out-of-Network: 80% after deductible
Diagnostic Lab & X-Ray	In Network: Covered Out-of-Network: 80% after deductible
Pre-Admission Testing	In Network: Covered Out-of-Network: 80% after deductible
Other Services Durable Medical Equipment	In Network: Covered Out-of-Network: 80% after deductible
Home Health Care	In Network: Covered up to 200 Visits per calendar year Out-of-Network: 80% after deductible
Prescription Drugs	\$35 Non-formulary/\$20 Formulary/\$5 Generic/1x retail per 100 day supply Mail Order \$2000 Maximum per calendar year then covered under Out-of-Network benefit. Rx benefits must be accessed through Cigna Network, otherwise covered at 80% of fee schedule.

**APPENDIX D
CIGNA PREFERRED
PROVIDER PLAN
SCHEDULE OF BENEFITS**

The Board of Education will contribute 50% of the annual health Savings Account deposit based on an annual total deposit of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan. The Board will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In Network Preventive Care Visits are paid 100% by plan and do not come out of the health savings account. In Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the plan. Out of Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the cost share maximum, then the claims are covered 100% up to one million dollars.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (<i>individual / aggregate family</i>)	\$2,000 / \$4,000	
Coinsurance	Not Applicable	20% after deductible up to
Out of Network Out of Pocket Maximum (<i>individual / aggregate family</i>)	\$4,000 / \$8,000	
Lifetime Maximum	Unlimited	\$1,000,000

PREVENTIVE CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Up to Out of Pocket Max Member pays:
Well child care	\$0, Deductible waived	20%
Periodic, routine health examinations	\$0, Deductible waived	20%
Vision	\$0, Deductible waived	20%
Routine OB/GYN visits	\$0, Deductible waived	20%
Mammography	\$0, Deductible waived	20%
Hearing screening	\$0, Deductible waived	20%

MEDICAL CARE		
Office visits	100% Once Deductible Met	20%
Outpatient mental health & substance abuse	100% Once Deductible Met	20%
OB/GYN care	100% Once Deductible Met	20%

APPENDIX D
CIGNA PREFERRED
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Maternity care	100% Once Deductible Met	20%
Diagnostic lab and x-ray	100% Once Deductible Met	20%
Allergy services	100% Once Deductible Met	20%
PT/OT/ST/ Chiro	100% Once Deductible Met	20%
Office Surgery	100% Once Deductible Met	20%
Ancillary Services Medical Supplies	100% Once Deductible Met	20%
Psychiatric	100% Once Deductible Met	20%

PREVENTIVE CARE	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible Up to Out of Pocket Max <i>Member pays:</i>
Durable medical equipment / Prosthetic devices	100% Once Deductible Met	20%
Infertility services	100% Once Deductible Met	20%
Home health care	100% Once Deductible Met	20%
Prescription drugs	100% Once Deductible Met	20%

HOSPITAL CARE		
Hospital Admission	100% Once Deductible Met	20%
Inpatient Medical Services	100% Once Deductible Met	20%
Inpatient mental health & substance abuse/detox	100% Once Deductible Met	20%
Skilled nursing facility/Hospice	100% Once Deductible Met	20%
Rehabilitative services	100% Once Deductible Met	20%
Outpatient surgery	100% Once Deductible Met	20%
Surgery Fees	100% Once Deductible Met	20%

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EMERGENCY CARE	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible <i>Member pays:</i>
Urgent care	100% Once Deductible Met	20%
Emergency care	100% Once Deductible Met	20%
<u>Ambulance</u>	100% Once Deductible Met	20%

PREVENTIVE CARE SCHEDULES

<i>Well Child Care (including immunizations)</i>
◆ 6 exams, birth to age 1
◆ 6 exams, ages 1 - 5
◆ 1 exam every 2 years, ages 6 - 10
◆ 1 exam every year, ages 11 - 21

<i>Adult Exams</i>
◆ 1 exam every 5 years, ages 22 – 29
◆ 1 exam every 3 years, ages 30 – 39
◆ 1 exam every 2 years, ages 40 – 49
◆ 1 exam every year, ages 50+

<i>Mammography</i>
◆ 1 baseline screening, ages 35-39
◆ 1 screening per year, ages 40+
◆ Additional exams when medically necessary

<i>Vision Exams:</i> 1 exam every 2 calendar years
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<i>Hearing Exams:</i> 1 exam every 2 calendar years

<i>OB/GYN Exams:</i> 1 exam per calendar year
