

AGREEMENT BETWEEN
NEWTOWN BOARD OF EDUCATION
AND
NEWTOWN PARAEDUCATORS ASSOCIATION
LOCAL 136-13
INTERNATIONAL FEDERATION OF
PROFESSIONAL & TECHNICAL ENGINEERS, AFL/CIO/CLC
JULY 1, 2015 THROUGH JUNE 30, 2018

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AGREEMENT

PREAMBLE

This Agreement made on the 15th day of September 2015, by and between the Newtown Board of Education, hereinafter referred to as the "Board", and the Newtown Paraeducators Association, Local 136-13, International Federation of Professional & Technical Engineers, AFL/CIO, CLC and Paraeducators, hereinafter referred to as the "Association".

Article 1 Recognition

The Newtown Board of Education (hereinafter referred to as the "Board") recognizes the Newtown Paraeducators Association, Local 136-13 International Federation of Professional & Technical Engineers, AFL/CIO/CLC and Paraeducators (hereinafter referred to as the "Association") as the exclusive bargaining representative for employees employed as classroom, special education, clerical, tutorial and monitorial paraeducators by the Board of Education of Newtown, Connecticut, for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and conditions of employment in accordance with the certification of July 27, 1992, the Connecticut State Board of Labor Relations in Decision No. 3028, Case No. ME-14, 500 and as provided by Section 7-467 et seq. of the Connecticut General Statutes.

Article 2 Board Rights

The Board shall continue to retain its rights, powers and authorities so vested by law, unless specifically limited by the express provisions of this contract.

Article 3 Negotiations

3.1 Negotiations Over a Successor Agreement

Not later than January 1 of the year in which this agreement expires, the Board and the Association agree to initiate negotiations over a successor agreement.

3.2 No Strike

Pursuant to Connecticut General Statute, Section 7-467, employees included in this Agreement shall not hinder the Board's operation by strike or withholding of services and the Board shall not pursue lock-out tactics of bargaining unit employees in any part of its operation.

Article 4 Grievance Procedure

4.1 Definitions

A. A "grievance" is defined as any dispute between the Board and any employee which involves the interpretation or application of any of the provisions of this Agreement; or a claim

based on the discriminatory application of written personnel policies relative to employment, copies of which will be supplied to the Association.

B. A "grievant" is the member of the Association making said claim. The Association may represent the aggrieved person at any time during the grievance procedure. If in the judgment of the Association, a grievance affects the bargaining unit as a whole, or any group or class within the unit, the Association president may submit such grievance in writing directly to the superintendent at Level Two.

4.2 Purposes

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of members of this unit.

B. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration.

4.3 Time Limits

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be, however, extended by mutual agreement in writing. "Days" shall mean calendar days other than Saturday, Sundays and holidays.

4.4 Procedures

A. Level One - Informal - Immediate Supervisor

The Paraeducator with a grievance will meet to discuss the matter with their immediate supervisor directly or through/with an Association representative with the objective of resolving the matter informally.

Level One - Formal - School Principal or Designated Administrator

1. A grievant with a grievance shall, within fifteen days following the event or condition on which the grievance is based, first discuss it with her/his principal or immediate supervisor (and a representative of the Association if the grievant so desires) with the objective of resolving the matter informally. The principal or immediate supervisor shall give the grievant a written response within five days.

B. Level Two - Superintendent of Schools

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten days after presentation of the grievance, she/he may file a written grievance with the superintendent within five working days after the response at Level One, or within fifteen working days after the grievance was presented, whichever is sooner. Any written grievance must set forth the specific article and section of this agreement that has allegedly been misinterpreted or misapplied or specific written personnel policies relative to employment that have been discriminatorily applied.

2. Within five days after receipt of the written grievance, the superintendent, or his/her designee, shall meet with the grievant (and representative of the Association if the grievant so desires) in an effort to resolve it. The grievant shall be given a written response to her/his grievance within ten days after such meeting. The response will be signed by the superintendent, or his/her designee, and will constitute the superintendent's decision on the grievance.

C. Level Three - Board of Education

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within fifteen days after presentation of the grievance to the superintendent she/he may file such written grievance to the Board within fifteen days after the meeting at Level Two. Within twenty days after receiving the written grievance, the Board shall meet with the grievant (and a representative of the Association and/or International Union if the grievant so desires) for the purpose of resolving the grievance. The decision on the grievance at Level Three shall be rendered by the Board within fifteen days after such meeting.

D. Level Four - Arbitration

If a grievance is not settled at Levels One, Two or Three, the Association may submit the grievance to final and binding arbitration before an arbitrator selected in accordance with the rules of the State Board of Mediation and Arbitration, provided that such submission is made within ten days after the decision was rendered or should have been rendered at Level Three.

The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement. The fees and expenses of the arbitrator shall be borne equally by the parties.

The parties agree that the decision of the arbitrator shall be final and binding and that this grievance procedure shall be the sole and exclusive means of resolving claims which are encompassed within the definition set forth in Section 4.1.A.

4.5 Miscellaneous

- A. Forms for filing and processing grievances and other documents necessary under the procedure shall be those agreed upon by the superintendent and the Association. Such forms will be given appropriate distribution so as to facilitate operation of the grievance procedure.
- B. The grievant(s), together with witness(es) and the Association representatives, shall suffer no loss of earnings or benefits as a result of meetings or hearings scheduled during school hours as a result of the application of this grievance arbitration procedure. When feasible, all meetings or hearings shall be held within the hours of the employees' work day, with the exception of Level 3, which will be scheduled in accordance with Board of Education scheduled meetings.
- C. No reprisals of any kind shall be taken by either party or any member of the administration against any participants in the grievance procedure.
- D. If the grievant fails to file a grievance within the time limit set forth herein, such grievance shall be considered waived.
- E. If the grievant fails at any level to appeal a grievance to the next level within the specified time limits, the grievance shall be deemed waived. Failure of the Board at any level to comply with time limits regarding responding to a grievance shall permit the grievant to appeal the grievance to the next level.
- F. Grievances and responses to grievances shall be filed separately from the personnel files of the grievant. This does not preclude the Board from placing memoranda or similar material that are disciplinary in nature in the individual employee's file. The grievant has the right to attach a statement of rebuttal to any disciplinary material added to his/her file. If such disciplinary matter is the subject of a grievance and the grievance is decided in favor of the grievant, it shall be removed from the file, consistent with such decision.

Article 5 Employment Practices

5.1 Conditions of Employment

- A. Non-Discrimination
 - 1. The Board agrees not to discriminate against any Association officer, member or representative relating to employment in violation of federal or state statutes.
- B. Appointments to New Positions
 - 1. Notices of vacancies and/or new positions in the bargaining unit shall be posted on the district website for five working days. Application for any new position must be made on-line through the application function of the Board's website.

Current, qualified employees shall be given the first opportunity to fill any new position. In the event that all other qualifications for a position are equal among two qualified internal candidates for a new position, then the senior qualified employee shall be given the first opportunity to fill any new position. No new employees shall be hired when qualified employees who are already employed have applied for the position. The principal and the superintendent or her/his designee shall be the judge of whether candidates are qualified for a vacant position. In the event of a disagreement

between the Principal and the Superintendent over the qualifications of an individual candidate, the decision of the Superintendent shall prevail. The decision by the Superintendent or his designee must be submitted to the union president upon written request in writing within 5 business days with the reason for the decision. Such decision shall not be grievable.

C. Employment Practices

1. The Board will provide a copy of this agreement to the newly hired employee. The Director of Human Resources will inform Association officers of the newly hired employee monthly. When new personnel are hired during the summer break, the Board will prepare one list of newly hired personnel for this bargaining unit and provide the list to the Association officers within ten business days prior to the start of classes. All new employees will serve a six (6) calendar months probationary period during which time they may be terminated without recourse to the grievance procedure. Probationary employees may not use sick and personal time, but such benefits will accrue from the date of hire, to be used only after the successful completion of the probationary period. Probationary employees shall, however, be entitled to holiday pay.

2. The Superintendent reserves the right to increase a paraeducator's hours upward of 50% of their regular hours within a school year to meet students' needs without posting the position.

a. In the event said increase places the Paraeducator at or over 27.5 hours/week the position must be posted internally.

b. Notification of an increase in an employee's hours will be given to the Association President prior to notifying the employee of the anticipated increase.

5.2 Work Schedules

A. Work Year/Work Week

1. The work year and week shall be in accordance with the calendar year established for the Newtown School System. The number of days worked in a school year and the number of hours worked in a day shall be determined at the beginning of the school year or at the time a position is filled by the school principal in accordance with needs and the budget.

B. Work Day

1. On parent/teacher conference days employees may work their regular workday and shall be paid for it. The Board reserves the right to have in-service days with appropriate notice.

2. On early release days for PLCs (teacher training), employees may choose to:

a. Make up the hours lost on those days, if it is approved of in advance by the principal or supervisor; the hours must be made up on the same day or, if possible, on another day that week;

- b. Attend the training session, only if it is approved of in advance by the principal or supervisor, or
- c. Work fewer hours that week.

In no case may the employee work longer hours than the employee's normal work week, unless approved by the Superintendent or designee.

5.3 Unscheduled School Closing

A. An unscheduled school closing is defined as any change in the school day hours not previously identified at the start of the school year within the Board's established school calendar. This change can be the result of, but not limited to, such occurrences as inclement weather, power outages, or other emergencies.

B. Paraeducators will be compensated for their full day, regardless of hours worked and regardless of when the change in school day was determined. In the event a Paraeducator is absent on any such day due to illness or personal leave, they shall be charged a full sick/personal day, notwithstanding the early dismissal.

5.4 Assignment

A. Employees already employed in the school system shall be notified of confirmation or modification of their assignment by the Board or its designee for the ensuing year no later than August 15th.

B. The Association shall be notified by the Director of Human Resources of all vacancies within the bargaining unit, by posting on the district website.

C. Voluntary Transfers

Association members who wish to transfer to another school for the following school year shall file a written statement with the superintendent not later than May 1 of the current school year. This request will be reviewed and granted at the discretion of the superintendent or his/her designee.

5.5 Seniority, Layoff, Recall

A. Seniority shall be defined as an employee's continuous length of service with the Board from that employee's date of hire as a member of the union.

B. Seniority and continuity of employment will not be considered broken by an approved leave.

C. The Executive Board of the union shall have superseniority as it relates to reduction in force, days or hours. These officers shall be limited to no more than the 4 to 5 officers listed in the Bylaws of the union, dated September 2003. These officers are the one President, or two co-Presidents, Vice President, Secretary and Treasurer.

D. Layoff, Recall and Reduction in Hours.

1. In the event an employee's position is eliminated, the reduction in force will be based on seniority with the least senior employee laid off first pursuant to Section 5.5. - D.9 herein.
2. Laid off employees shall have recall rights for one full year from the date of layoff.
3. When employees are to be recalled, the first one recalled shall be the last one laid off.
4. Seniority for a laid off employee shall continue from the date of recall.
5. Accumulated sick leave benefits shall be restored to an employee upon recall under this provision and Article VII.
6. In the event that an employee is laid off and recalled in the same school year, any personal leave time remaining at the time of layoff will be restored upon recall under this provision and Article VII.
7. No new employees shall be hired while employees qualified to perform the work are laid off and are still on recall.
8. Whenever a position is eliminated, or the hours are reduced, the superintendent will review remaining employee positions within the district for placement of the affected employee based on seniority and qualifications. This review will be for placement in a similar position with the same work hours for the most senior employee.
9. Layoff Procedure: When it is necessary to have layoffs, including elimination of positions or a cut in the number of hours of a position, the following procedures shall be adhered to:
 - a) Management has the right to determine which positions are affected, and what the remaining positions shall be.
 - b) For each position that is reduced in hours, the employee in the position shall be given the option of accepting the reduction or, if eligible, choosing to bump into another position.
 - c) Once the reduction in hours for an employee is set, a layoff list shall be established.
 - d) The bumping process shall be based on the number of hours in a position, and the employee's seniority.
 - a. An employee cannot bump into a position with a greater number of hours.
 - b. The most senior affected employee shall bump the least senior employee with the same number of hours.

- c. This shall continue in each case with the next most senior employee bumping the next least senior employee.
 - i. Should there be no employee to be bumped with the same number of hours, the bumping employee shall bump the least senior employee with fewer hours that is closest to the number of hours in the bumping employee's current position.
 - ii. At some point, there will be a situation where an employee has no one to bump.
- d. Once employees are informed of what position they may bump into, they will be given a short period of time to determine if they will be bumping.
- e. Any positions that are vacated will be posted, and open to all internal employees, and anyone with recall eligibility.
- f. Principals and supervisors shall interview applicants, and have the right to select the candidate they feel is most qualified for the position. They shall forward the recommendation to the Superintendent or designee.
- g. The following employees shall be qualified to be on a recall list:
 - i. Those whose positions have been eliminated, or who have been bumped, and there is no one for them to bump; and if they have attempted to find another position and have not been able to do so.
 - ii. Should a qualified employee not attempt to apply for another open equal or similar position, the employee shall be removed from the recall list.
- h. Should a qualified employee refuse to bump into the offered position, and refuse to apply for any open position, the employee shall be considered to have resigned from the district, and shall not be placed on the recall list.

5.6 Discipline and Dismissal

- A. Disciplinary action, including dismissal, shall be for just cause only.
- B. All disciplinary actions must be documented by the building or district administrator. A copy of any disciplinary action shall be given to the Association officers at the time it is given to the employee.
- C. Discipline shall be progressive and corrective in nature and may include verbal warnings (notation to employee's file), written warnings, suspensions with or without pay, and/or dismissal.
- D. Any employee may be subject to immediate suspension or dismissal for serious offenses.

E. Employees shall have the right to grieve any disciplinary actions.

5.7 Involuntary Transfers

A. Involuntary transfers shall be made only after the vacancy has been posted in all schools and on the district website for five business days. In the event that no one expresses interest in the posted vacancy, the involuntary transfer may be made; however, it must be based on qualification and will require approval of the superintendent or his/her designee and be in accordance with seniority. The qualified employee with the least seniority shall be the first to be transferred. Such transfers shall be made only after the Association officers have been notified and, if necessary a meeting with the employee and the superintendent or his/her designee wherein the employee shall be informed of the reason for the transfer. The superintendent shall have the right to transfer employees in the best interest of the school system. Such transfers will be discussed with the Association officers before the employee is informed.

B. Whenever a vacancy occurs in a position from which an employee has been involuntarily transferred, that person shall have the first opportunity to request a transfer back to that position.

5.8 Bulletin Boards

A. The Association will have access to bulletin boards maintained in faculty lounges to display notices, circulars, and other Association material. Copies of such material will be given to the building principal in advance of posting, but his advance approval will not be required. The Association agrees that it will not post any material which is derogatory to the administration, the Board, or any member thereof, or the school system.

5.9 Personnel Files and Evaluations

A. Employees have the right to inspect their personnel files, to receive photocopies of any relevant materials therein and to attach a written comment to any evaluation or correspondence within 10 days of its placement in the file.

B. Administrators, teachers and immediate supervisors are encouraged to place information of a positive nature indicating special competencies, achievements, performances or special contributions in employees' personnel files.

C. No critical or negative material shall be placed in the employee's personnel file unless a copy has been given to the employee. The employee shall be allowed to attach written comments to the material within 10 days. Any negative material two years old or older remaining in the personnel file cannot be used for progressive discipline against an employee.

D. In conjunction with Board designees, the Association officers would have the opportunity to establish a standardized performance evaluation form to be used in all the schools.

5.10 School Committee/Clubs/Athletic Teams

Any Paraeducator assigned to work with a student who is participating in an after-school activity will be compensated at their regular rate of pay up to 40 hours per week, and must be

approved by the Superintendent or his/her designee. Any work over 40 hours will be compensated at time and a half.

Article 6 Compensation

6.1 Salary

A. The salary schedule for positions covered by this agreement is as set forth in Appendix A attached hereto and made a part of this agreement.

6.2 Rate of Pay

A. 1. All employees currently employed by the Board as of the date of ratification of this contract shall be placed on the level of wages as outlined in Appendix A.

2. All employees hired by the Board subsequent to the date of ratification of this contract shall be placed on the Base Level of pay (Level 1).

3. There shall be no step movement of wages, or movement between levels, whatsoever. Any wage increases on a year-to-year basis shall be based on the annual increase under this contract.

B. People who have served as employees in the Newtown Public School System and have left the system will be given full credit for that experience provided they return within two years from the date they left the system. Anyone exceeding this time period will re-enter as a new employee.

C. All employees will be paid for hours worked only in accordance with the appropriate level on the pay scale. Employees will be evaluated at least annually by their immediate supervisor.

D. 1. Employees are required to submit their time sheets in a timely fashion, which shall be Friday at noon in the week before payday. (This day and time may vary if it is a week containing a holiday.)

2. The designation of personal and sick days on time sheets is binding, and cannot be changed after the fact, later than the next payroll period.

6.3 Salary Payments

A. Employees shall be paid bi-weekly, via direct deposit, in accordance with the standard payroll pay periods from September through June.

6.4 Longevity

A. A longevity benefit based on cumulative years of employment as an employee in the Newtown Public School System shall be as follows: an employee who has completed ten or more years of service on their anniversary date each year shall receive a longevity payment of \$100 in addition to their annual salary. After completing fifteen years or more, the longevity payment will be \$175 in addition to their annual salary. After completing twenty years or more, the longevity payment will be \$225 in addition to their annual salary. Longevity payments will be made on their first payday in December. Employees hired after September 30, 2005 shall not be eligible for longevity payments.

6.5 Substitute Teacher Pay

A. Any paraeducator acting as a substitute teacher, for an entire day, shall be paid the substitute rate or the paraeducator hourly rate, whichever is higher.

6.6 Pensions

A. After six months of employment, employees hired prior to July 1, 2015 working 23 or more hours per week shall be eligible to join the Town pension plan. Personnel currently covered shall retain coverage. The plan shall be administered in accordance with the rules and regulations of the Town pension plan.

B. Employees hired on or after July 1, 2015 shall be eligible to participate in the Town defined contribution plan.

6.7 Field Trips

A. In the event an employee is assigned to accompany students on an overnight field trip, the employee shall be compensated for all hours that the employee is actively working with the student. The employee shall be paid at straight time for all hours in that week, up to 40 hours, and shall be paid at time-and-a-half for all hours over 40 and for all hours on Saturday and Sunday.

6.8 In-Service Days

A. Employees shall be entitled to attend **one** in-service day with pay. The day of their choosing shall be requested through the principal's office or special education administrator.

B. At the recommendation of the principal and supervisor, a paraeducator shall be entitled to up to 4 hours of paid training, to be scheduled in the week before the start of the student school year.

6.9 Workshops/Seminars

A. Employees shall be compensated at their regular hourly rate when attending job related workshops/seminars on a regularly scheduled school day. The workshop/seminar must be approved by the principal or special education administrator as relevant to the employee's professional responsibilities.

6.10 Personal Care Stipend

A. Union members who assist students in Activities of Daily Living (including without limitation, toileting, feeding, or diapering) for more than 90 days in the school year, shall receive as a Personal Care Stipend of \$500 per school year with the stipend paid by the Board in the final pay period of the school year. The Board shall provide Union members with the training necessary to assist students in Activities of Daily Living.

6.11 Educational Stipend

A. Effective 2016-17, union members who have five or more years of consecutive employment with the Board and a Bachelor of Arts (B.A.), Bachelor of Science (B.S.) or Master's Degree, shall receive as an Educational Stipend an additional \$0.25 per hour in addition to their salary set forth in Appendix A.

Article 7
Approved Absences

7.1 Sick Leave

A. Personal sick leave of 10 days annually (prorated for new hires), cumulative to a maximum of 100 working days, shall be granted to unit members with full pay, as described in 7.1.B. Employees may utilize up to 7 sick days annually for purposes of caring for an ill household member.

B. 1. All employees shall receive 10 sick days annually, with a “day” being defined as the average number of hours worked per day. This is determined without regard to the number of hours an employee works on a particular day, including the day the employee is taking as the “sick day”. The following examples shall provide guidance:

a) For each employee, take the total number of hours typically worked in a week, and divide by the number of days worked, to get the number of hours paid for a sick day.

b) If an employee works 5 days/week for a total number of 25 hours/week, the employee’s average work “day” is 5 hours.

c) If an employee works 4 days/week, working 3 hours/day on each of 2 days, and 5 hours/day on each of 2 days, for a total of 16 hours, the employee’s average work “day” is 4 hours.

d) If an employee works 3 days/week, working 6 hours, 3 hours and 3 hours each week, the employee’s average work “day” is 4 hours.

2. Use of sick days and accumulated sick days shall be based on the number of hours/week worked in the current year, with no reference to the number of hours worked in past years.

C. Employees shall be notified of their sick leave status each September.

7.2 Personal Days

A. Each school year, all employees shall be entitled to three personal days with pay, which will be prorated for new hires, for legal, religious, business or family matters; i.e., as defined in Section 7.4, the birth of a child, marriage, serious illness in employee’s household or immediate family that requires absence during school hours. Personal days for these purposes shall be in addition to any sick leave accumulated. It is expressly agreed that such leaves are not to be used for extension of vacation periods, recreation, or holidays.

7.3 Temporary Disability Leave

Temporary disability, including maternity leave, shall be provided in accordance with state and federal laws, and employees shall be allowed to use their available sick and personal days. Employees may be required by Central Office to complete paperwork in accordance with the Family and Medical Leave Act when the employee qualifies.

7.4 Funeral Leave

A. Leave shall be granted with full pay for five working days following a death in the household or the immediate family. Immediate family members shall be defined as parents, stepparents, foster parents, guardians, brothers, sisters, in-laws (mother, father), spouse, children or stepchildren.

B. There will be a maximum three days leave for grandparents and brothers or sisters-in-law. In special cases, the superintendent or his/her designee may make allowance.

7.5 Leaves Without Pay

A. Leaves of absence for an agreed duration not to exceed one year may be granted by the Board without pay when such action is recommended by the superintendent or his/her designee for reasons of maternity, personal illness, immediate family emergencies, or disability.

B. At the discretion of the Board, other extended leaves not covered by this agreement, with or without salary, may be granted upon the recommendation of the superintendent or his/her designee.

C. Employees on unpaid leave of absence may have the option of purchasing medical benefits for any period during their leave if permitted by the insurance carrier and if they were already eligible for insurance and purchasing from the Board, with the approval of the Board.

D. An employee who returns to work upon termination of any leave of absence shall be reinstated in his or her previous position at the same salary level on the current wage scale.

E. Employees shall be permitted to take up to 2 unpaid in-session days with prior approval of the Superintendent. The employee must provide the Director of Pupil Personnel Services or the Building Principal with notice in writing at least two weeks in advance, unless emergency circumstances prevent two weeks notice. The employee must inform the supervisor as to the emergency circumstances. Such days are not to be taken consecutively and are not to be used to extend holidays, vacations, or other approved periods of absence.

7.6 Jury Duty

A. Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick or personal leave. For the period of jury duty, the employee shall receive from the Board pay equal to the amount by which, if any, his or her regular pay exceeds the fee for jury duty.

B. The employee called for jury duty shall notify the superintendent or his/her designee in writing as soon as the employee has received either a notice from the court indicating that she/he has been selected for service on the jury panel or a notice to appear in court for service on the jury panel.

7.7 Paid Holiday

Employees will be entitled to one paid holiday per year. This paid holiday will always be Thanksgiving Day.

Article 8 Association Rights

8.1 Association Security

A. Each employee who successfully completes the probationary period and is covered by this agreement shall, as a condition of employment, remain or become a member of the Association or shall pay an agency fee to the Association necessary to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

B. As advised by the Association, the Board will deduct the Association's dues or agency fees from the pay of each employee and have such authority to continue from year-to-year unless revoked. The deductions shall be made in bi-monthly installments and sent directly to the treasurer of the Association within ten days of such deduction.

C. The Association shall hold the Board harmless against all claims and any other forms of liability that may arise by reason of any action taken in making deductions and remitting it to the Association.

8.2 Association Meetings on School Property

A. All Association activities, other than grievance meetings and negotiations, shall be held before or after school hours. Requests for Association meetings on school property shall be made to the proper authority.

8.3 Membership List

A. The Board shall prepare a list of all employees covered by this agreement. The list will be available quarterly. The list will show each employee's date of hire, school assignment and rate of pay and will be supplied to Association officers.

B. The Director of Human Resources shall notify the Association monthly of new employees placed on the payroll. The notification shall be in writing and will contain the following information: employee name, date of hire, step, school assignment, mailing address and telephone number.

C. These lists shall not include bumping lists.

8.4 Paid Time for Association Activities

A. The Association President, or his/her designee, who is required to attend grievance sessions during working hours shall suffer no loss of earnings and shall be paid at his/her regular rate for their normally worked hours.

B. Negotiations will be held at a time mutually convenient to both parties.

Article 9
Insurance Benefits

9.1 Worker's Compensation

A. Whenever an employee is absent from work as a result of personal injury compensable under the Connecticut Worker's Compensation Law, full salary less the amount of weekly compensation award, shall be paid for the first 120 work days, after which normal benefits as provided by Connecticut State Law shall apply. Such absence shall not be charged to the employee's sick leave. This provision is not intended to provide any benefit greater than what the employee would have normally received at full pay.

9.2 Employee Protection

A. The Board will protect and save harmless any member of the unit from any financial loss and expense, including legal fees and costs arising out of any claim(s), demand, suit, or judgment as provided by Connecticut General Statutes, Sec. 10-235 (as amended from time-to-time).

B. The Board will provide liability insurance for all employees covered by this agreement for any claims of ordinary negligence against an employee performing her/his assigned duties.

9.3 Group Medical Insurance

A. 1. Effective July 1, 2015, the Board shall provide the medical benefits and coverages described in Appendices B, and D, and as described below.

2. All insurance premium contributions will be deducted in equal payments as a regular part of the bi-weekly payroll program, as a Section 125 Plan.

3. There are no dollar caps on the employee insurance premium cost share.

a) As of July 1, 2012, employees may select the Anthem Blue Cross PPO25 Plan, as described in Appendix B. Effective July 1, 2016, the insurance plan in Appendix B will be replaced with the PPO 30/40 plan as described in Appendix C. The Premium Cost Share for the plan for covered employees will be:

July 1, 2015 – June 30, 2016	17.0% (Appendix B)
July 1, 2016 – June 30, 2017	19.5% (Appendix C)
July 1, 2017 – June 30, 2018	21.5% (Appendix C)

4. The Board will also offer the option of the Anthem Lumenos High Deductible Health Plan (HDHP), with a Health Savings Account (HSA) feature, with deductibles of \$2,000/\$4,000.

The HDHP shall be the only plan available to employees hired on or after July 1, 2016. The Board will fund 50% of the deductible as follows:

- a) First year of participation in HDHP – July 1
- b) Thereafter half funded July 1, the other half January 1

The HDHP Plan in effect until June 30, 2016, is summarized in Appendix D. The HDHP plan that goes into effect on July 1, 2016, is summarized in Appendix E. The Premium Cost Share for these Plans for covered employees will be:

July 1, 2015 – June 30, 2016 (Appendix D)	13.5%
July 1, 2016 –December 31, 2017 (Appendix E)	14.0%
Effective January 1, 2018 (Appendix E)	14.5%

Effective July 1, 2016, once the deductibles are met, employees shall be subject to the prescription copayment set forth below (Appendix B, C, D & E)

Prescription coverage co-pays for all plans shall be as follows:

Generic/Brand-preferred/Brand non-preferred

July 1, 2015 \$10/\$30/\$50 2X Copay for mail order 90day supply

C. For all purposes under this Article, a dependent child shall be defined according to applicable federal and state statutes, currently, as of the date of ratification, to age 26. This definition may change during the course of the contract. This includes employee’s dependent unmarried children who are incapable of self-sustaining employment by reason of physical handicap. If such child is receiving Social Security disability payments, and is eligible for Medicare, then Medicare shall be the primary insurer. In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a certified copy of that portion of the employee’s Federal Income tax Return that lists dependents, or other legal documents showing the employee’s legal responsibility to provide health insurance.

The Board agrees to comply with all state and federal insurance mandates applicable

D. All employees are eligible for health insurance when working at a level of 27.5 hours or more per week.

E. The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance, provided the following steps occur:

1. The plan suggested as an alternative must contain coverage and benefits and administration comparable to as the present plan(s) at no additional cost to the employee. Such alternate plan(s) must be subject to the rules and regulations of the State Insurance Commissioner’s Office. Further, such alternate plan(s) shall in no way preclude an employee from selecting the doctor of her/his choice or choosing to undergo elective surgery at the medical facility of her/his choice.

2. The Association shall have the opportunity to study the proposed plan(s) for a period of thirty working days.

3. If, at the end of the aforementioned thirty working days, there is a disagreement between the parties on whether or not the plan(s) offer(s) the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with their rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules the Board's alternate carrier meets the criteria previously outlined in the section, and the Board changes carriers, the standards must be maintained during the life of the agreement. The Union shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined are not maintained.

F. Annual Enrollment

1. An election to reinstate coverage may be made during the "open enrollment" period held in May or June of each year and shall be effective during the succeeding July 1 through June 30 period. This clause does not affect new employees or the addition of new dependents.

G. Employee Cancellation of Board Coverage

1. The employee may elect to cancel coverage at any time and thereby save the co-payment deduction. Election to reinstate coverage is subject to the submission and approval of evidence of insurability. In addition to the foregoing, the election of coverage due to a lifestyle change may be made upon the death of the employee's spouse, or in the event the employee becomes divorced from his/her spouse, or in the event the employee's spouse involuntarily loses his/her job and its attendant coverage. Evidence is not required when coverage is reinstated due to a lifestyle change. It is the responsibility of the employee to request a plan waiver and provide completed proof of insurability.

H. In the event the total cost of a group health plan offered under this Agreement triggers an excise tax under Internal Revenue Code §49801 ("Cadillac" tax), or any other State or Federal Law, the Parties agree to a reopener limited to alternatives to address the impact of the Cadillac Tax.

9.4 Life Insurance

A. Employees working 23 hours or more per week will be covered for accidental death and dismemberment and life insurance in the amount of \$30,000 at no cost to the employee.

9.5 Dental Insurance

A. All employees working 27.5 or more hours per week may elect to purchase current Board of Education dental coverage. The employee shall pay 100% of the premium costs.

**Article 10
Savings Clause**

If any provision of this agreement is, or at any time shall be, found contrary to law, then the provision shall not be applicable except to the extent permitted by law. The Board and the Association shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period, all other provisions shall continue in effect.

**Article 11
Signing and Distribution**

Within two weeks of the ratification by the Association and the Board of any successor agreement or as soon thereafter as is reasonably possible, the Board agrees to submit the new written agreement to the president of the Association for signature. Within two weeks of signature by both parties or as soon thereafter as is reasonably possible, the Board agrees to have copies of the agreement available for distribution to the president, the negotiating committee, the international representative and all Association officers of the Association. The Association will distribute copies of the agreement.

**Article 12
Duration**

12.1 This agreement shall become effective on July 1, 2015 and shall remain in full force and effect until June 30, 2018.

12.2 In the event that the Board and the Association fail to secure a successor to this agreement prior to its expiration as set forth in Section 12.1 hereof, each provision of this agreement shall be continued in full force and until a succeeding agreement is entered into.

THE NEWTOWN BOARD OF EDUCATION

By Its Authorized Representative

Date:

NEWTOWN PARAEDUCATORS ASSOCIATION
Local 136-13, International Federation of
Professional & Technical Engineers,
AFL/CIO, CLC

By Its Authorized Representative

Date

**APPENDIX A
WAGES
JULY 1, 2015-JUNE 30, 2018**

	2015-16	2016-17	2017-18
Level 6	\$18.82	\$19.11	\$19.41
<ul style="list-style-type: none"> • Everyone on Step 7, June 30, 2007 			
Level 5	\$17.29	\$17.58	\$17.88
<ul style="list-style-type: none"> • Everyone on Step 6, June 30, 2007 			
Level 4	\$16.08	\$16.37	\$16.67
<ul style="list-style-type: none"> • Everyone on Step 5, June 30, 2007 			
Level 3	\$15.18	\$15.47	\$15.77
<ul style="list-style-type: none"> • Everyone on Step 4, June 30, 2007 • Everyone on Step 3, June 30, 2007 who were hired in fiscal years 98-99 and 99-00 (see MOU – Level 3 Placement, listing employees, in 2007-11 contract) 			
Level 2	\$14.32	\$14.61	\$14.91
<ul style="list-style-type: none"> • Everyone on Step 1 through 3, hired through 2005-06 			
Level 1 (<u>Base Pay</u>)			
<ul style="list-style-type: none"> • Everyone hired after July 1, 2006 	\$13.93	\$14.22	\$14.52

Differential: The Differential, previously paid to employees working in the CAN and PROBE programs, is eliminated, and no differentials will be offered. The employees who were receiving this Differential as of July 1, 2007, will continue to receive this Differential, as long as they are continuously employed as a paraeducator. The amount of the differential will be fixed at \$1.00/hour.

**APPENDIX B Current PPO
Anthem Blue Cross PPO 25
Effective until 6/30/2016**

In Network

Deductible	None
Routine Office Visit	25
Specialist Visit	30
Adult Well Care	25
Child Well Care	25
Allergy OV	25
Allergy Injections	10
Preventive Care Visit	0
Inpatient Hospital	200
Outpatient Services	200
X ray & Lab	0
Emergency Room	100
Urgent Care	75
PT/OT/ST/CHIRO	30
High Cost Diagnostic	
Imaging (MRI, MRA, CAT, CTA, PET, SPECT)	50
Routine OB/GYN	25
Mammography	0
Infertility	covered
Psych/Substance	\$25-40 visits before auth. for medical necessity
DME	no charge

Out of Network

Deductible (OON)	300/600/900
Coinsurance	80%/20%
Coinsurance Max	700/1,400/2,100
OOP Max	1,000/2,000/3,000

APPENDIX C
Anthem Blue Cross PPO 30/40
 Effective July 1, 2016

Century Preferred \$30/\$300/\$125/\$300 Newtown PS Teachers FD 208
 Proposed for 2013



Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Office Visit (OV) Copayment	\$30 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$40 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$300 per day up to \$900 per year	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$125	\$125
Outpatient Surgery (OS) Copayment	\$300	Deductible & Coinsurance
Ambulatory Surgery (ASC) Copayment	\$300	Deductible & Coinsurance
Calendar Year Deductible (<i>individual/2-member family/3+ member family</i>)	Not Applicable	\$600/\$900/\$1200
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)		\$1400/\$3100/\$4800
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)		\$2000/\$4000/\$6000
Lifetime Maximum	Unlimited	Unlimited
PREVENTIVE CARE - <i>Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits</i>		
Well child care	No Charge	Deductible & Coinsurance
Periodic, routine health examinations	No Charge	
Routine OB/GYN visits	No Charge	
Mammography	No Charge	
Hearing screening	OV Charge	
Routine Eye Exam	OV Charge	
MEDICAL CARE		
Office visits <i>Primary Care</i>	OV Copayment	Deductible & Coinsurance
<i>Specialist</i>	SV Copayment	
Outpatient mental health & substance abuse - <i>prior authorization required</i>	OV Copayment	
OB/GYN care	SV Copayment	
Surgical fees of a Physician or Surgeon	OV/SV Copayment*	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	SV Copayment	
Diagnostic lab and x-ray	No Charge	
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> <i>Note: \$250 Copayment Maximum per Member per Calendar Year</i>	\$50 Copayment per service (See note)	
Allergy services <i>Office visits/testing</i>	SV Copayment	
<i>Injections—80 visits in 3 years</i>	\$10 Copayment	
HOSPITAL CARE - <i>Prior authorization required</i>		
Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	HSP Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery – <i>in a hospital</i>	OS Copayment	
Ambulatory surgery – <i>in other than a hospital setting</i>	ASC Copayment	
EMERGENCY CARE		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

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OTHER HEALTH CARE	In-Network Member pays:	Out-of-Network Member pays:
Outpatient rehabilitative services – 50 combined visits for PT,OT,ST and Chiropractic- Excess \$0/20 after deductible and coinsurance	OV Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	Covered	Deductible & Coinsurance
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level</i>	Covered under Rx Rider	
Infertility – Covered	Applicable Copayment	Deductible & Coinsurance
Home health care <i>200 visits per member per calendar year</i>	No Charge	\$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ◆ 7 exams, birth up to age 1
- ◆ 7 exams, ages 1 up to 5
- ◆ 1 exam every year, ages 5 up to 22

Adult Exams

- ◆ 1 exam every year, ages 22+

Vision Exams: 1 exam every calendar year
Hearing Exams: 1 exam per calendar year
OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *Special Offers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

NGF
 Effective 07/01/2013

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Newtown BOE Teachers FD 208 Proposed 2013

CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM

\$10 Copayment Generic Drugs

\$30 Copayment Listed Brand-Name Drugs

\$50 Copayment Non-Listed Brand-Name Drugs

\$4,000 Annual Maximum

Description of Benefits

		You Pay:
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$30
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$50

		Plan Pays:
Annual Maximum	Per member per calendar year	\$4,000

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You'll be responsible for **two** copayments when purchasing a **30-day to 90-day supply** of maintenance drugs through the mail-order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable Tier copayment *plus* the difference in cost between the generic and listed or non-listed brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

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Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered directly to their home.

The \$10 generic/\$30 listed brand-name/\$50 non-listed brand-name copayment and \$4,000 annual maximum apply. When ordering a **31-day to 90-day supply**, two copayments will apply, as follows: \$20 generic/\$60 listed brand-name/\$100 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-866-281-2966, or go to www.anthem.com/pharmacyinformation to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$10 generic/\$30 listed brand-name/\$50 non-listed brand-name 3-Tier Managed Prescription Drug Program with a \$4,000 annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

7/2013

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APPENDIX D

**Anthem Lumenos High Deductible Health Plan (HDHP)
Effective until 6/30/2016**

Routine Office Visit	N/A
Specialist Visit	N/A
Adult Well Care	N/A
Child Well Care	N/A
Allergy OV	N/A
Allergy Injections	N/A
Preventive Care Visit	100%
Inpatient Hospital	N/A
Outpatient Services	N/A
X ray & Lab	N/A
Emergency Room	N/A
Urgent Care	N/A
PT/OT/ST/CHIRO	N/A
Out Patient Rehab	N/A
High Cost Diagnostic	
Imaging (MRI, MRA, CAT, CTA, PET, SPECT)	N/A
Routine OB/GYN	N/A
Mammography	N/A
Infertility	N/A
Psych/Substance	N/A
DME	N/A
<u>Out of Network</u>	
Deductible (OON)	N/A
Coinsurance	N/A
Coinsurance Max	N/A
OOP Max	N/A
Rx* Co-pay	N/A
Mail Order	N/A
N/A	

The provisions of the High Deductible Health Plan (HDHP) are:

Deductible	2000 Single/4000 1+1, Combined In and Out of Network Family
Coinsurance In/Out	100%/80%
Coinsurance Max	2000/4000
Shared Out of Pocket Max	4000/8000
Preventive Services	100% Covered

RX as any other expense

Employer HSA Funding Equals 50% of Applicable High Deductible Health Plan (HDHP) Deductible. Thus the Board pays \$1000/\$2000 at the beginning of each contract year.

APPENDIX E
HSA Plan Summary
 NEW HDHP Effective 7/1/2016



Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2013, contributions can be made to your HSA up to the following:
 \$3,250 individual coverage
 \$6,450 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Healthy Rewards

If you do this:	You can earn this in your HSA:
Complete the Health Assessment online	\$50
Enroll in the Personal Health Coach Program	\$100
Graduate from the Personal Health Coach Program	\$200
Complete our Smoking Cessation Program	\$50
Complete our Weight Management Program	\$50

Some eligibility requirements apply. See page 2 for program descriptions.

Plus – To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then –

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$2,000 individual coverage
 \$4,000 family coverage

If Needed –

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:
 100% for in-network providers 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers
 \$ 5,000 individual coverage
 \$10,000 family coverage
 Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.

If you have questions, please call toll-free 1-888-224-4896.
 Newtown BOE HSA w inc Rx copays NGF (7/13)



Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HSA per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing this program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing the program.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer
 H. Influenza type b
 Polio
 Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

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Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy¹)

Retail (30 day supply)	Mail Order (90 day supply)
\$10 Tier 1 copayment	\$ 10 Tier 1 copayment
\$30 Tier 2 copayment	\$ 60 Tier 2 copayment
\$50 Tier 3 copayment	\$100 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

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Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

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