

AGREEMENT BETWEEN
NEWTOWN BOARD OF EDUCATION
AND
NEWTOWN PARAEDUCATORS ASSOCIATION
LOCAL 136-13
INTERNATIONAL FEDERATION OF
PROFESSIONAL & TECHNICAL ENGINEERS, AFL/CIO/CLC

JULY 1, 2018 THROUGH JUNE 30, 2022

TABLE OF CONTENTS

PREAMBLE	1
Article 1 Recognition.....	1
Article 2 Board Rights	1
Article 3 Negotiations	2
3.1 Negotiations Over a Successor Agreement.....	2
3.2 No Strike	2
Article 4 Grievance Procedure.....	2
4.1 Definitions.....	2
4.2 Purposes	3
4.3 Time Limits.....	3
4.4 Procedures.....	3
4.5 Miscellaneous	5
Article 5 Employment Practices	6
5.1 Conditions of Employment.....	6
5.2 Work Schedules	7
5.3 Unscheduled School Closing	8
5.4 Assignment	9
5.5 Seniority, Layoff, Recall.....	9
5.6 Discipline and Dismissal.....	11
5.7 Involuntary Transfers.....	12
5.8 Bulletin Boards	12
5.9 Personnel Files and Evaluations	12
5.10 School Committee/Clubs/Athletic Teams.....	13
Article 6 Compensation	13
6.1 Salary	13
6.2 Rate of Pay.....	13
6.3 Salary Payments.....	14
6.4 Longevity	14
6.5 Substitute Teacher Pay.....	14
6.6 Pensions	14
6.7 Field Trips.....	15
6.8 Workshops/Seminars	15
6.9 Personal Care Compensation	15
6.10 Educational Compensation	15
6.11 Compensation for Behavioral Interventionists	15
6.12 Compensation for Chemical Hygienist.....	16
Article 7 Approved Absences	16

7.1	Sick Leave.....	16
7.2	Personal Days.....	16
7.3	Temporary Disability Leave	17
7.4	Funeral Leave.....	17
7.5	Leaves Without Pay	17
7.6	Jury Duty.....	19
7.7	Paid Holiday.....	19
Article 8	Association Rights	19
8.1	Association Dues	19
8.2	Association Meetings on School Property.....	19
8.3	Membership List	19
8.4	Paid Time for Association Activities.....	20
Article 9	Insurance Benefits.....	20
9.1	Worker’s Compensation	20
9.2	Employee Protection.....	20
9.3	Group Medical Insurance.....	21
9.4	Life Insurance	23
9.5	Dental Insurance	24
Article 10	Savings Clause.....	24
Article 11	Signing and Distribution.....	24
Article 12	Duration	24
APPENDIX A	WAGES.....	26
APPENDIX B	Anthem Blue Cross PPO 30/40	28
APPENDIX C	HSA Plan Summary	32

AGREEMENT

PREAMBLE

This Agreement made on the ~~10~~ day of September, 2018, 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

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures, provided that the Board will notify the Union President of any change in Board policy affecting the duties and responsibilities of paraeducators within ten (10) days after approval of any such change (subject to the Union's right to engage in impact bargaining in accordance with the Municipal Employee Relations Act).
- c) To discontinue processes or operations or to discontinue their performance by employees.

- d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
- g) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- h) To determine the work year, work day and work schedules for employees.

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 days after the response at Level One, or within fifteen 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 Level Three, the Association may submit the grievance to final and binding arbitration by providing written notice to the Superintendent of Schools with ten (10) days after the decision was rendered or should have been rendered at Level Three. The Board shall have the option to select either the State Board of Mediation and Arbitration (SBMA) or the American Arbitration Association (AAA) to hear the grievance. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Union, in writing, within ten (10) days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the AAA to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee. The parties shall share the arbitration filing fee equally. For any

case in which the Board exercises the option to have the AAA hear the grievance, the Board shall pay the arbitrator's fees.

The arbitration proceedings will be conducted in accordance with the rules and regulations of the applicable arbitration agency. 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 parties agree that the decision of the arbitrator shall be final and binding, except as otherwise provided by law, 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.
2. Current, qualified employees shall be given the first opportunity to fill any new position. Probationary employees shall not be eligible to apply for vacancies and/or new positions during the probationary period. All currently employed paraeducators who have applied for a specific vacancy will be considered for said vacancy. 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.
3. In the event that no currently employed paraeducator ("internal candidate") is determined to be qualified in accordance with the preceding paragraph, internal candidates will be informed that they are not qualified for the specific vacancy in question. After the decision is made that no internal candidate is qualified, and paraeducator internal candidates have been informed that they are not qualified, the administrator responsible for selecting the leading candidate may consider outside candidates.
4. In the event of extenuating circumstances, such as an extremely tight time-line immediately prior to school opening, the Administration may, in consultation with the Union President, consider internal and external applicants simultaneously in order to fill the position as promptly as possible with a qualified candidate. However, in all instances, regardless of interview timelines and procedures,

qualified internal candidates must be hired prior to outside candidates being hired for vacant positions.

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 President on or before September 30th. 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.
2. The Board shall provide professional development for Paraeducators on Convocation Day, following the Convocation program. The Administration will confer with the Union President in developing the content for the professional development session. While attendance on Convocation Day will be voluntary, the Board strongly encourages all Paraeducators to attend the Convocation Day activities and the professional development program provided on that day. Paraeducators who are in attendance on Convocation Day shall be paid at their regular hourly rate.

3. At the recommendation of the principal and supervisor, a Paraeducator shall be entitled to up to four (4) hours of paid training, to be scheduled in the week before the start of the student school year.

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.

Notwithstanding the foregoing, during the 2018-19 and 2019-20 contract years, the Board shall provide professional development for Paraeducators on at least one (1) PLC day per year, to be scheduled by the Administration in consultation with the Union President. During the 2020-21 and 2021-22 contract years, the Board shall provide professional development for Paraeducators on at least two (2) PLC days per year, to be scheduled by the Administration in consultation with the Union President. Such professional development will occur during the delayed opening or early release portion of the PLC day(s). Attendance for such professional development program(s) shall be mandatory for all Paraeducators who are scheduled to work during those hours. Attendance for Paraeducators who are not scheduled to work those hours shall be voluntary, and the Paraeducators who attend such program(s) shall be paid at their regularly hourly rate, even if such attendance exceeds their scheduled work week. The Administration will confer with the Union President in developing the content for the professional development session(s).

3. On high school exam 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.

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/designee of all vacancies within the bargaining unit, by posting on the district website, with an electronic copy to the Union President.

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 are the President, 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 7.
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 7.
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 and an employee's insurance benefit status is changed as a result of the reduction, 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.
 - 1. An employee cannot bump into a position with a greater number of hours.
 - 2. The most senior affected employee shall bump the least senior employee with the same number of hours.
 - 3. This shall continue in each case with the next most senior employee bumping the next least senior employee.
 - a. 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.
 - b. At some point, there will be a situation where an employee has no one to bump.
- e) 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.
- f) Any positions that are vacated will be posted, and open to all internal employees, and anyone with recall eligibility.
- g) 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.
- h) The following employees shall be qualified to be on a recall list:
 - 1. 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.
 - 2. Should a qualified employee not attempt to apply for another open equal or similar position, the employee shall be removed from the recall list.
- i) Should a qualified employee refuse to bump into the offered position, and refuse to apply for any comparable (within three hours per week of current assignment) 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 President 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 President has 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 President 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 three (3) years old or older remaining in the personnel file cannot be used for progressive discipline against an employee except in the case of a similar offense.

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.

E. Employees will be evaluated at least annually by their immediate supervisor.

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

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. Advancement from one level to the next on Appendix A shall occur in accordance with the provisions of Appendix A.

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. Full credit will be given for rate of pay, accumulated sick time and union seniority, less the time away from the Newtown Public School district. 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.

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

Employees shall be paid bi-weekly, via direct deposit, in accordance with the standard payroll pay periods from September through June. Salary payment vouchers will be sent electronically to all employees hired on or after July 1, 2018. Salary payment vouchers will be sent electronically to all employees hired prior to July 1, 2018 unless an employee submits a request for paper vouchers to the Human Resources Department in writing or electronically on or before the 30th day following execution of the 2018-22 contract.

6.4 Longevity

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

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

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 Workshops/Seminars

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.

6.9 Personal Care Compensation

Union members who assist students in Activities of Daily Living (including without limitation, toileting, feeding, or diapering) for one (1) full work day or more, shall receive additional compensation in the amount of \$.62 per hour. The parties agree that such compensation is to be paid only when an employee is at work and performing the duties described in this section. If an employee is absent from work for any reason, the employee shall not be eligible for such compensation during the period of absence. If an employee fills in for an absent employee in performing such responsibilities for one (1) full work day or more, the employee filling in will receive the additional compensation set forth in this section for the time period in which the employee performs such responsibilities. The Board shall provide Union members with the training necessary to assist students in Activities of Daily Living.

6.10 Educational Compensation

Union members who have five or more years of consecutive employment with the Board and a Bachelor's Degree or higher shall receive as an Educational Stipend an additional \$0.25 per hour in addition to their salary set forth in Appendix A.

6.11 Compensation for Behavioral Interventionists

Behavioral Interventionists shall receive additional compensation in the amount of \$1.50 per hour.

6.12 Compensation for Chemical Hygienist

The Chemical Hygienist shall receive additional compensation in the amount of \$.62 per hour.

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 150 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

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 Dues

A. Upon the submission of a written authorization signed by an employee, the Board will deduct the Association's dues from the pay of the employee and such authorization shall 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.

B. 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

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, wage level, school assignment, mailing address and telephone number.

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

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. PPO Plan:

For the 2018-19 contract year only, the PPO 30/40 plan as described in Appendix B will remain in effect as an optional health insurance plan for employees hired prior to July 1, 2016. The PPO 30/40 plan will be eliminated, effective June 30, 2019.

Prescription coverage co-pays for the PPO 30/40 plan shall be as follows:

Generic/Brand-preferred/Brand non-preferred
\$10/\$30/\$50 2X Copay for mail order 90 day supply

B. High Deductible Health Plan/Health Savings Account ("HSA Plan") (as described in Appendix C)

For the 2018-19 contract year, 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 ("HSA Plan"). Effective July 1, 2019, the HSA Plan shall become the sole health insurance plan.

Once the deductibles are met, employees shall be subject to the prescription copayment set forth below:

Generic/Brand-preferred/Brand non-preferred
\$10/\$30/\$50 2X Copay for mail order 90 day supply

The Board will fund fifty percent (50%) of the applicable HSA deductible (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). In the first year an employee participates, the Board shall deposit the full amount of its contribution into the employee's HSA prior to September 15th. Thereafter, the Board shall deposit one-half of its contribution into the employee's HSA prior to September 15th and the remaining one-half of its contribution prior to January 15th.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed paraeducators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the employee and the employee's spouse (if applicable) complete one

preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee's HSA, in the amount of five percent (5%) of the applicable deductible under the HSA plan. For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional five percent (5%) HSA contributions on or about the July 1st following completion of the calendar year during which the physical exams are completed.

A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

C. Employees will contribute the following premium contributions toward the costs of coverage for health insurance:

	Effective upon Ratification and Approval	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
PPO Plan	22%	N/A	N/A	N/A
HDHP Plan	15%	16%	17%	18%

D. For all purposes under this Article, the term "dependent child" shall be defined in accordance with applicable law. 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.

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

F. 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. Other carriers may be substituted provided the overall level of benefits remains substantially comparable, when considered as a whole, at no additional cost to the employee.
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.

G. 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.

H. Employee Cancellation of Board Coverage

Employees may change their insurance enrollment status during the insurance plan year only to the extent permitted by Section 125 of the Internal Revenue Code.

I. 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

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

All employees working 27.5 or more hours per week may elect to purchase current Board of Education dental coverage. Such employees shall pay the following percentages of the premium costs:

Through June 30, 2019	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
100%	80%	70%	60%

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, 2018 and shall remain in full force and effect until June 30, 2022.
- 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

9/18/2018
Date:

NEWTOWN PARAEDUCATORS ASSOCIATION

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



By Its Authorized Representative

09/18/2018
Date

**APPENDIX A
WAGES
JULY 1, 2018-JUNE 30, 2022**

		2018-19	2019-20	2020-21	2021-22
Level 1	0-5 Years	\$14.81	\$15.03	\$15.33	\$15.64
Level 2	6-10 Years	\$15.00	\$15.23	\$15.53	\$15.84
Level 3	11-15 Years	\$15.60	\$15.83	\$16.15	\$16.47
Level 4	16+ Years	\$16.84	\$17.09	\$17.43	\$17.78

- For the initial placement of employees on Levels 1-4 above, any paraeducator who would advance two levels (based on his/her years of experience) in 2018-19 shall instead do so over two contract years (one level in 2018-19 and one level in 2019-20).
- Advancement from one level to the next level based on Levels 1-4 above will occur on July 1, based on the applicable years of service. If an employee will reach an anniversary date during a contract year that will advance the employee from one level to the next level, the employee will be advanced to the next level effective at the beginning of that contract year (i.e. July 1st).

Grandfathered Pay Levels:

The following pay levels shall apply only to those employees who were placed on Step 7 (Level 6) or Step 6 (Level 5), respectively, as of June 30, 2007. There shall be no movement between Levels 5 and 6 for any such employee.

		2018-19*	2019-20	2020-21	2021-22
Level 5	Everyone on Step 6, June 30, 2007	\$18.15	\$18.42	\$18.79	\$19.16
Level 6	Everyone on Step 7, June 30, 2007	\$19.70	\$20.00	\$20.40	\$20.80

NOTES:

- 1) All wage increases, levels and pay differentials shall be applied retroactively to July 1, 2018 for employees who remained employed by the Board on the dates of ratification and approval of the contract.
- 2) The parties acknowledge that the former CAN/PROBE differentials have been eliminated, effective July 1, 2018. If the applicable 2018-19 total contractual hourly rate (i.e., the base wage rate plus all applicable differentials) set forth on the above wage schedules would result in a decrease in the total contractual hourly rate for any employee receiving the CAN/PROBE differential during the 2017-18 contract year (from 2017-18 to 2018-19), then that employee's total contractual hourly rate will remain at the 2017-18 total contractual hourly rate for the duration of the 2018-19 contract year, unless the employees voluntarily moves to a position which is not eligible for the employee's 2017-18 differentials.

APPENDIX B

CENTURY PREFERRED \$30/\$40/\$300/\$75/\$200/\$300 NEWTOWN BOE

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 admission 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
Annual 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>)	\$6,600/\$13,200/\$13,200	\$2000/\$4000/\$6000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE - *Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits*

Well child care; 7 exams birth to age 1 ; 7 exams age 1 to 5	No Charge	Deductible & Coinsurance
Periodic, routine health examinations; Annually age 5 to adult	No Charge	
Routine OB/GYN visits	No Charge	
Mammography	No Charge	
Hearing screening	OV Charge	

MEDICAL CARE

Office visits <i>Primary Care</i> <i>Specialist</i>	OV Copayment SV Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse	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 - In an outpatient hospital setting - In an office or reference laboratory	No Copayment No Charge	
Diagnostic x-ray	OV/SV Copayment*	
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> Note: \$50 copay up to \$250 per member per calendar year	\$50 Copayment (see Note)	
Allergy services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	SV Copayment \$10 Copayment	

HOSPITAL CARE – Prior authorization required

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	In-Network Member pays:	Out-of-Network Member pays:
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – at participating centers only	UR Copayment	Not Covered
Emergency care – copayment waived if admitted	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

OTHER HEALTH CARE		
Outpatient rehabilitative services – 50 Combined Visits for PT OT, ST and Chiropractic	O/V Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices Unlimited maximum per calendar year	Covered	Deductible & 50% Coinsurance
Diabetic supplies, drugs & equipment Diabetic drugs are covered at in-network benefit level.	Covered	
Infertility services – prior authorization required Some restrictions may apply	Applicable Copayment	Deductible & Coinsurance
Home health care 300 visits per member per calendar year includes 80 Home Health Aides	No Copayment	\$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

Mammography

- ◆ 1 baseline screening, ages 35 – 39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

Vision Exams: 1 exam every calendar year- OV Copay

Hearing Exams: 1 exam per calendar year- OV copay

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. Maximum of 3 copays per person per year.
- ◆ 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.
- ◆ For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details.

* Copayment depends on if provider is a PCP or Specialist. The SV Copayment applies to diagnostic x-ray in an outpatient hospital setting. \$20 Copayment applies to in-network breast ultrasound screenings.

*****Out of network services are paid at 80% of the maximum allowed amount; the provider can and will balance bill*****

Please refer to the *SpecialOffers@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

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NEWTOWN BOE

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.

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 \$4000 annual maximum apply. When ordering a **30-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.

APPENDIX C

HSA Plan Summary



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 2018, contributions can be made to your HSA up to the following:

\$3,450 individual coverage
\$6,900 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.

Earn Rewards

If you do this:

- Future Moms for participation and completion
- Online Wellness Toolkit participation
- ConditionCare participation and completion

You can earn:

Up to \$200
Up to \$150
Up to \$300

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.

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

In Network and Out of Network Providers

\$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 Providers

\$ 3,000 individual coverage
\$ 6,000 family coverage

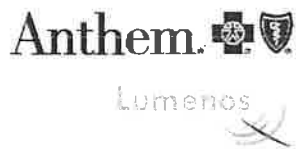
Out-of-Network Providers

\$ 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 coinsurance amounts.

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

Newtown
CGHSA4351 w inc Rx copays NGF (Eff. 07/18)



Lumenos HSA Plan Summary

Healthy Rewards Program

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

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Online Wellness Toolkit: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 100, 200 and 300 point milestone. Your employees can quickly achieve their first milestone of 100 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll in ConditionCare: (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

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

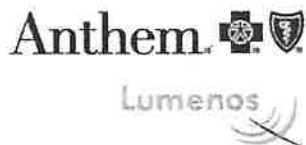
Office Visits after age 18; including preventive vision exams.

Screening Tests for vision, 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.



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.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum 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 pharmacy*)

Retail (30 day supply)

\$10 Tier 1 copayment
\$30 Tier 2 copayment
\$50 Tier 3 copayment

Mail Order (90 day supply)

\$ 10 Tier 1 copayment
\$ 60 Tier 2 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.

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Newtown
CGHSA4351 w inc Rx copays NGF (Eff. 07/18)



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.

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Newtown
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MEMORANDUM OF UNDERSTANDING

Between

Newtown Board of Education

And

Newtown Educational Assistants, Local 136

International Federation of

Professional & Technical Engineers, AFL/CIO/CLC

The following has been agreed to between the Newtown Board of Education and Newtown Educational Assistants, Local 136, International Federation of Professional & Technical Engineers, AFL/CIO/CLC:

- 1) There are five Educational Assistants currently working in the Library Media Centers at each of the four elementary schools and at Reed Intermediate School. After significant discussion, and development of a job description (attached), it was agreed that the position is a hybrid position, i.e., a combination of aspects of an educational assistant and of other responsibilities. Historically, the position has been in the educational assistant union. The focus of the position is on instructional support, as well as supporting the running of the Library Media Center. Thus, the position will be maintained in the Educational Assistants Federation with a separate category of Elementary (K-6) Library Media Assistant.
- 2) Due to the different responsibilities of an Educational Assistant working in the Library Media Center (as compared to other Educational Assistants), it is agreed that these positions will have a different rate of pay than other Federation members. The rate of pay will be unrelated to the Date of Hire, and will be set at Level 4, as set out in the Newtown Educational Assistant contract. The rate of pay for 2008-09 will be \$13.97/hour.
- 3) It is further agreed that individual employees in these five positions during the course of the 2007-08 school year will be paid a retroactive rate for the entire 2007-08 year, for the hours that they worked. The rate of pay for 2007-08 will be \$13.56/hour.
- 4) The work year for the Elementary (K-6) Library Media Assistants will be five days longer than the contractual work year for Educational Assistants, with three days prior to and two days after the end of the regular work year.

Joan G. Libby
For the Board

6/12/08
Date

Mary L. Mark
For the Federation
Reggie McEntyre
For the Federation
6/17/08
Date