

**MASTER CONTRACT**

**HOPKINTON SCHOOL DISTRICT**

**AND**

**HOPKINTON EDUCATIONAL SUPPORT STAFF**

**July 1, 2013 – June 30, 2016**

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## ARTICLE I

### RECOGNITION

The Hopkinton School Board recognizes the Hopkinton Educational Support Staff, NEA-New Hampshire as the exclusive bargaining representative of a unit including but not limited to support staff Employees such as all health assistants, speech assistants, library media assistants, administrative assistants, office assistants, food service workers, clerical assistants, instructional assistants, student specific assistants, behavioral assistants, learning center assistants, and excluding office managers and executive assistants to the Superintendent, the SAU bookkeeper and all supervisors, managers and confidential Employees, pursuant to PELRB certification in Case No. M-0731 (September 23, 1996).

## ARTICLE II

### NON-DISCRIMINATION

The Hopkinton School District will not discriminate in its educational programs, activities, policies, or employment practices. The District agrees that it will not discriminate on the basis of race, marital status, sexual orientation, national origin, age, religion, gender, handicap, disability, membership in the Union, or Union activity.

## ARTICLE III

### DEFINITIONS

1. **BOARD** – The term “Board” as used in this Agreement shall refer to the Hopkinton School Board acting on its own or acting through the administration of the Hopkinton School District.
2. **UNION** – The term “Union” as used in this Agreement shall refer to the Hopkinton Educational Support Staff, NEA-New Hampshire.
3. **DISTRICT** – The term “District” as used in this Agreement shall refer to the Hopkinton School District.
4. **ADMINISTRATION:** The term “Administration” as used in this Agreement shall refer to all District supervisory employees including, the Superintendent, Director Student Services, Business Administrator, Principal/Asst. Principal, or the Director of Food Service.
5. **EMPLOYEE** – The term “Employee” as used in this Agreement shall refer to a member of the bargaining unit.
6. **EMPLOYEE REPRESENTATIVE** – The term “Employee Representative” as used in this Agreement shall mean any designated Union representative

Article III (Continued)

7. **CLASSIFICATION** – The term “Classification” as used in this Agreement shall refer to Employee job titles and wage schedule track assignments.

Office	Food Service	Student Support	Library
I: Clerical Asst.	I: General Worker		
	II: Cook		
III: Office Asst.	III: Manager	III: Instructional Asst.	
		IV: Student Specific Instructional Asst.	
V: Administrative Asst.		V: Behavioral Asst., Inclusion Asst. Learning Center Asst., and Speech and Language Asst.	V. Library Media Asst.

8. **JOB TITLES**

- a. The title Student Specific Instructional Assistant refers to the position for which the individual oversees the instructional program for an individual student where the program and responsibilities are specifically directed by a certified educator.
- b. The title Inclusion Assistant refers to a position for which the individual shares responsibilities for program development, daily oversight/monitoring of a significantly handicapped student’s program and directed instruction under the supervision of a certified educator.
- c. The title Learning Center Assistant refers to a position for which an Instructional Assistant is assigned to a Learning Center or Resource Room and has experience and training related to program instruction for students with learning difficulties.

### Article III (Continued)

- d. The titles Behavioral Assistant and Library Media Assistant refer to the positions for which the individuals are assigned to the specified program and has the experience and specialized training to provide program instruction under the supervision of a certified educator.
- e. The title Speech Language Assistant refers to the position for which the individual is SLA certified and provides direct/indirect intervention prescribed and supervised by a licensed Speech Language Pathologist.
- f. The title Clerical Assistant refers to the position in which the Employee performs the most basic of office functions, including but not limited to filing, photo copying, answering the phone, disseminating mail, etc.
- g. The title Office Assistant refers to the position in which the Employee is prepared to perform the vital office functions at a basic level in support of an office manager or administrative assistant.
- h. The title Administrative Assistant refers to a position for which specialized training is required. Training would include but not limited to: financial software, student management software, and special education related software. This Employee should have a deep understanding of applications, being able to provide important information to faculty and administration.

### ARTICLE IV

#### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 1. Negotiations shall be conducted pursuant to the New Hampshire RSA:273-A as may be from time to time amended. The provisions of this Article shall not be subject to the Grievance Procedure set forth herein but shall be enforceable under RSA:273-A.
- 2. By April 1 of the calendar year prior to the expiration of this Agreement, either party may notify the other of its desire to modify the terms and conditions of the Agreement. The parties recognize that it is in their interest to commence negotiations in sufficient time to reach agreement within budget timelines and, if desired by either party, agree to commence negotiations no later than June 1 of the calendar year prior to the expiration of this agreement. The Board agrees to provide the Union with such non-confidential information it may have which is both timely requested and reasonably necessary for the Union to carry out its bargaining obligations.
- 3. Any Agreement reached shall be reduced to writing and signed by the Board and the Union. The Board shall make a good faith effort to secure funds necessary to implement said Agreements and shall draft and publicize any warrant which includes the costs of the Agreement, including Agreements which are to cover more than one year in such a manner as to make the duration of the Agreement and its overall economic cost clear to

Article IV: 3 (Continued)

District voters. Where the recommendations of a fact finder have been rejected, the Board will submit the fact finder's findings and recommendations to the District voters as provided for in RSA 273-A:12.III.

4. If the monies to fund the economic provisions in the first year of any Agreement are not appropriated as provided for in the Article, then either party may reopen negotiations on all or part of the entire Agreement.
5. The Hopkinton School Board reserves the right to open negotiations focused solely on the impact of outsourcing food service operations.

ARTICLE V

BOARD RIGHTS

The parties agree that, except as otherwise specifically limited by this Agreement, all management functions, powers, authorities and responsibilities shall remain exclusively vested with the District which shall include, but not be limited to, the following:

- A. The right to select and direct Employees; to determine vacancies; the qualifications for the hiring and retention of Employees; to determine standards for work; to determine the content of job descriptions; to hire, promote, transfer, assign, retain Employees in position; and to discipline, suspend and discharge Employees provided that the reasons shall support the actions taken and all information forming the basis for such action will be made available to the Employee at the time the action is taken.
- B. The right to lay off Employees for lack of work, budgetary considerations, reorganization or other reasons.
- C. The right to determine the functions, programs, means, methods, and budgetary and financial procedures of the District; to determine the number of personnel by which the District's operations are to be conducted; and to determine whether and to what extent the work of the District should be contracted out, provided, however, that if any contracting out occurs which will result in the lay off of any Employees, such contracting out shall not begin until the expiration of this Agreement. Prior to any contracting out that will result in the lay off of any Employees, the Board will meet and discuss with the Union the rationale for the decision and will bargain over the impact of the decision on unit members.
- D. The right to determine the organization structure of the District.
- E. The right to take such actions as may be necessary to carry out the mission of the District in case of emergencies.

Article V: (Continued)

- F. The right to make such rules, regulations and policies provided they are not inconsistent with the provisions of this Agreement and to require compliance therewith.

ARTICLE VI

UNION RIGHTS

1. The Union will have the right to use school buildings at reasonable times, without cost, for meetings. Requests for the use of the buildings for such purposes will be made to the Principal of that building.
2. The Union will have the right to post notices on its activities and matters of Employee concern in appropriate areas of each building and shall also have the use of the Employee mailbox system.
3. Upon receipt of written notification by an Employee, the District will deduct Union dues from the Employee's paycheck and forward such deduction to the Union's Treasurer or the Union's designee. The District will be held harmless by the Union from any and all claims in connection therewith.
4. The Union may, with permission from the Building Principal, use school equipment normally used by Employees. However, expendable material such as paper products will be at the expense of the Union.
5. Every September and January, the Union may request from the Board a list of the current bargaining unit members, including their names, addresses, assignments, hiring dates and salaries, and where relevant, creditable experience. Such request shall be granted.
6. The District will provide the name, position and wage placement of all new hires to Union within ten (10) calendar days of the decision to hire at the District level. Where there is a planned personnel action affecting wages, hours, or work assignment of a bargaining unit Employee, Union will be notified beforehand when possible.
7. As long as the Union is certified as the representative of these District Employees pursuant to RSA 273-A, the rights and privileges set forth in this Agreement shall not be granted to any other bargaining agent.

## ARTICLE VII

### EMPLOYEE RIGHTS

1. The District agrees that it will not discriminate against any bargaining unit member, with respect to hours, wages or any terms or conditions of employment or activities, by reason of his/her membership in the Union.
2. Employees shall have the right, upon reasonable notice, to review and make copies of any information in their file, except confidential pre-employment references. The Employee shall have the right to be accompanied by a Union representative. The Employee shall receive copies of material placed in his/her file and may place a response to any material in the file. A signature by an Employee shall be evidence of receipt of copy and not assent to contents.
3. Written Notice.

In the event that any Employee shall be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation or deprived of any professional advantage, the individual shall be informed in writing by the administration.

All information forming the basis for such action(s) will be made available to the Employee at the time such action is taken. The reasons shall support the actions taken.

4. When a request for representation by a Union member is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union (i.e. the HESS building representative or the HESS Executive Board Member) is present within a reasonable period of time.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

1. A "grievance" is a claim by an Employee or by the Union that there has been a misapplication, misinterpretation or violation of a specific provision of this Agreement. The "grievant" may be the Union or an Employee making the claim.
2. The parties acknowledge that it is more desirable for an Employee and his/her immediate supervisor to resolve problems through free and informal communication. Grievances which are not satisfactorily resolved informally shall be placed in writing and processed under this Article.
3. An Employee covered by this Agreement shall have the right to have a Union representative present at all steps of the process.

Article VIII (continued)

4. Except as otherwise indicated, the term "days" when used in this Article shall mean "school days", except after the final day of the school year and prior to the beginning of the next school year when it shall mean Monday through Friday, excluding holidays. In the event that a grievance is processed during the months of July and August, a waiver of the timeline in Step 1 through 4 may be permitted by mutual agreement of the parties.

5. A grievance must be filed within 20 school days following the time at which the grievant was notified or could have reasonably been aware of the existence of the situation which is the basis for the grievance.

6. STEP ONE

At Step One, the grievance must be presented to the Employee's immediate supervisor. The grievance shall be filed on a grievance form which is attached hereto as Appendix B and must include the nature of the grievance including names, dates and other related facts which will provide a sound basis for a complete understanding of the grievance; the provisions of the Agreement alleged to have been violated; and the specific remedy sought. Within ten (10) days of the receipt of the grievance, the supervisor, grievant and Union representative shall meet to discuss the grievance. If the grievance is not resolved at this meeting, the supervisor, within 10 days of the meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

7. STEP TWO

If the grievance is not resolved at Step One, within 10 days of receipt of the Step One answer, the grievant may present the grievance at Step Two. At this step, the grievant will present the grievance to the Superintendent. Within 10 days of the receipt of the grievance at this Step, the Superintendent or his/her designee shall meet with the grievant and a Union representative to discuss the grievance. At their discretion, either the Superintendent or the Union may have other parties in interest attend the meeting as well. If the grievance is not resolved at this meeting, the Superintendent, or his/her designee, within 10 days of this meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

8. STEP THREE

If the grievance is not resolved at Step Two, within 10 days of receipt of the Step Two answer, the grievant may present the grievance at Step Three. At this Step, the grievant will present the grievance to the Board. Within 20 days of receipt of the grievance, the Board, the Superintendent or his/her designee, the grievant and a Union representative shall meet to resolve the grievance. At their discretion, either the Board or the Union may have other parties in interest attend the hearing as well. If the grievance is not resolved at this meeting, the Board, within 10 days of the meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

Article VIII (continued)

9. STEP FOUR

- a. Within 20 days of the receipt of the Step Three answers, the Union shall advise the Board in writing, through the Superintendent, if it wishes to submit the dispute to arbitration.

The arbitrator shall be selected by mutual agreement between the Union and the Board. Should the parties be unable to agree upon an arbitrator within 10 days of receipt of the Board's answer, then arbitration shall be requested of the American Arbitration Union by the Union. The arbitrator shall then be selected in accordance with the rules of the American Arbitration Union.

- b. The scope of the arbitrator's authority shall be limited to interpretation and application of this Agreement, and related issues of substantive or procedural arbitrability. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
  - c. The arbitrator shall issue a written decision in every case and shall delineate findings of fact and his/her rationale for reaching the final conclusions.
  - d. The arbitrator's decision shall be final and binding on all parties. However, both parties shall have a right to appeal to the New Hampshire courts under provisions of RSA Chapter 542, as amended. It is specifically agreed by the Board and the Union that this contract and the grievance procedure article are subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 542, as amended.
  - e. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator shall be shared equally by the parties.
  - f. The parties agree that prior to the opening of the hearing, the arbitrator shall first meet with the parties and explore a mediated solution to the grievance. If such efforts are not fruitful, the arbitrator will hear and decide the case; however, it is specifically understood that nothing said in mediation shall be considered by the arbitrator in reaching his/her decision and he/she will be confined to the evidence and arguments presented in arbitration.
10. It is understood that an Employee pursuing a grievance or having a grievance pursued on his/her behalf shall, during the pendency of the grievance, continue to observe all assignments, rules and directives of the Board until such grievance and any effect thereof shall have been duly determined. The filing of pendency of a grievance under the provisions of this article shall not prevent the Board or its representatives from taking the actions complained of.

Article VIII (continued)

11. Failure of the grievant to comply with the time limitations of this grievance procedure at Steps One, Two or Three shall preclude any further processing of the grievance and shall be deemed an acceptance of the previous answer to the grievance. Failure to file a grievance at Step One within 20 school days shall preclude any subsequent filing of the grievance unless the alleged violation is found to be a continuing violation in accordance with arbitrable principles. Failure by the Administration or Board to answer a grievance in a timely fashion shall allow the grievance to be processed automatically to the next step.
12. All time limits may be altered by mutual agreement.
13. Any complaint which is filed with any agency or court may not also be filed or processed as a grievance under this Agreement.
14. The following matters are excluded from the grievance procedure set forth herein: Board rights and prerogatives as provided and interpreted under RSA 273-A.

ARTICLE IX

PERSONNEL MATTERS

1. Employees shall be evaluated using the evaluation instrument set forth in Appendix C. Employees shall be provided a copy of the self-evaluation form to be completed and shared with the Employee's immediate supervisor. The self-evaluation will be used to supplement the annual administration evaluation at the Employee's discretion. An Employee shall be given a copy of the year-end evaluation report prepared by his/her evaluator(s) by May 15 of each year prior to the end of the year conference held to discuss the formal evaluation. Following such conference, the Employee shall sign the report. Such signature shall indicate only that the report has been read by the Employee and does not necessarily indicate agreement with the contents thereof. If the Employee is dissatisfied with the evaluation, he/she may request further conference with the next level of supervision.
2. Any complaint regarding an Employee which is made to any member of the Board or administration, by a parent, student, or other person and which may be used in any manner in evaluating the Employee shall be promptly investigated. The Employee shall be given an opportunity to respond to the complaint in writing. Uninvestigated complaints shall not be put in the Employee's personnel file.
3. The Employee shall receive a copy of any written complaint made about him/her. The Employee shall acknowledge that he/she had an opportunity to review any complaint by signing the copy of the complaint which is to be filed. The signature shall not necessarily indicate agreement with the complaint.
4. The Employee shall be entitled access to his/her personnel file at any reasonable time upon notice to the Superintendent or his/her designee. The Employee may, if he/she wishes, have a representative of the Union accompany him/her during such review.

## Article IX (Continued)

5. The Employee shall have the right to respond to any material contained in his/her personnel file and such response shall be made a part of the Employee's personnel file. An Employee may copy any material in the file but may not remove the file from the office where it is located.
6. No material adverse to the Employee shall be placed in his/her personnel file without written notification to the Employee.
7. Employees shall be issued individual employment contracts for the following school year not later than June 1<sup>st</sup> of each year.
8. An individual selected from outside the Hopkinton School District to fill any vacant position will be provided a 60 day probationary period with the appropriate wage rate starting on the first day he or she begins work. A probationary Employee may be terminated at the sole discretion of the District or its representative.
9. When a request for representation by a Union member is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union (i.e. the HESS building representative or the HESS Executive Board Member) is present within a reasonable period of time.

## ARTICLE X

### CONDITIONS OF EMPLOYMENT

1. Employees shall be required to work no more than 182 days per year with the exception of library media assistants who shall work no more than 190 days and the administrative assistant to the assistant principal at the middle and high schools who shall work no more than 200 days per year. The Employee days will include all student days, and a minimum of 2 professional development days at the beginning of the school year. Prior to the ending of the preceding school year, the Superintendent shall notify each Employee of which days they will be required to work. In the case of a new hire or change in responsibility, any work beyond these required number of days shall be paid on an hourly basis at the Employees hourly rate.
2. Hours worked in excess of 40 per week shall be paid at 1 ½ times the Employee's regular rate of pay. Compensatory time in lieu of overtime payment shall be allowed in accordance with the Fair Labor Standards Act. If an Employee is taking compensatory time in lieu of payment, the particular time to be taken must be approved by the supervisor.
3. The Board agrees that each Employee will have an unpaid, duty-free lunch period of 30 minutes. In the event that an Employee is required to work during his/her lunch period or part thereof, he/she shall be paid at the regular hourly rate.

Article X (Continued)

4. A vacancy existing within the District, will be posted by the Superintendent for 10 days except in the cases of emergency and notification will be given to the Union of such vacancy. The vacancy notice will include the job title, general description of the position and requirements for the position.
  - 4.1 Employees will have the right to an interview for vacant positions for which they are qualified provided the Employee submits a written request not later than ten (10) days after the date the position was posted.
  - 4.2 Employees from within the Union who make timely application for a vacancy pursuant to Section 4.1 shall be considered and given an opportunity to interview for said vacancy.
  - 4.3 In the months of July and August, notice of vacancies will be posted in each building with a copy sent to the Union President or designee at their home address.
  - 4.4. Employees may be sent notice of vacancies in the months of July and August if notification is given in writing to the Superintendent's office by June 1<sup>st</sup>. The notification should include the specific position(s) in which the Employee has interest.
  - 4.5 EMERGENCY -When a modification of responsibility or a new position is required because of unanticipated programmatic needs, a notice will be given to the Union within 10 school days.
5. In cases of unscheduled early release days or delayed starts, Employees will not be required to make up the time lost.
6. Food service Employees will be paid for a full day on scheduled early release days. The hours accumulated on such days are to be applied to the 18 hours of required annual training.
7. IN-SERVICE. Employees involved in instructional programs will attend the equivalent of three days (18 hours) of in-service training during the school year as determined by the building administrator or supervisor. The District Professional Development Committee will work to direct specific programs for Employees covered under this Agreement. Such in-service training opportunities offered by the District that occur during the Employee's contract work year shall not be charged as Professional Leave pursuant to Article XI, Section 6. At least two bargaining unit members will meet with the District Professional Development Committee to identify professional development opportunities for Employees on at least a quarterly basis. Such in-District workshops and/or conferences that are offered to bargaining unit Employees shall not be scheduled outside the contracted work year/work day of the affected Employees unless they are compensated at their hourly rate.

Article X (Continued)

8. Professional Development/Course Reimbursement Funds  
\$8000 will be made available for professional development. This includes workshops, expansive professional development opportunities, and course reimbursement.
  - The request for these funds has to be in writing (MyLearningPlan for traditional professional development activities and an application for the expansive professional development and course reimbursement opportunities).
  - The request has to be approved by the building principal and superintendent of schools
  - Employees may access up to \$800 for course reimbursement per year. In the event that the pool of money is not exhausted by May 1, of each contract year, the District shall equally distribute the remaining money to each employee who sought reimbursement that contract year, up to the total amount of the employee expended for one course. Under no circumstances shall an employee's reimbursement exceed the amount the employee expended.
9. Instructional Assistants who receive a certificate of satisfactory completion from a state approved training program for Instructional Assistants equivalent to former CLL program, receive NH Paraeducator II certification, hold an Associates Degree, provided it is relevant to the Employee's assigned responsibilities, shall receive an additional \$.50 cents per hour commencing the school year following notification of satisfactory completion of the certification program.
10. Sub Pay  
In the case where Instructional Assistants substitute for regular classroom teachers, they will receive a stipend of \$30.00 for a full day assignment (any portion of the day exceeding ½ day) and \$20.00 for a half-day assignment (any portion more than 2 hours) and \$10.00 for any assignment greater than or equal to 45 minutes but less than 2 hours.
11. In the absence of the Kitchen Manager, Kitchen Manager Substitutes will be paid \$3.00 per hour (or any fraction thereof), in addition to their regular wage, for the period of time in which they assume the responsibilities of Kitchen Manager.
12. When working at non-school functions food service workers will be paid for a minimum of two hours at the rate of \$25.00 per hour. The rate of pay beyond the 2-hour minimum will be \$20.00 per hour.
13. Physical Examinations:
  - a. The District may require physical examinations after a conditional offer of employment has been extended to an applicant. An offer of employment is conditional upon the results of the physical examination. The District will be responsible for the cost of any physical examination or medical procedure it requires, including a tuberculin skin test.
  - b. The physical may include a tuberculin skin test, which shall be administered in accordance with Hopkinton School Board policy.

## ARTICLE XI

### JOB DESCRIPTIONS

Pursuant to Article IV (Board Rights), the Board shall provide written job descriptions for each position covered by this Agreement. If the Board is considering a change in the job description or if it creates a new position, it shall notify the Union of its intent at least thirty (30) days prior to the implementation of the change or new position unless in case of emergency. In case of emergency, as defined by Article II, notice will be forwarded to the union ten (10) days prior to implementation of the change or new position.

## ARTICLE XII

### LAYOFF

1. Layoff shall be defined as a termination of an Employee or Employees by the Board for reasons of a position or program elimination. The decision to layoff Employees shall be made at the sole discretion of the Board.
2. The Board shall provide any Employee to be laid off with at least 30 days notice of the layoff. The Union shall be notified at the same time of the planned layoff and shall have the right to meet with the Superintendent to discuss the layoff.
3. Employees shall be considered for layoff based upon a consideration of multiple factors to include an aggregate of seniority in the District, credible overall educational experience, qualifications, and statements of performance on annual evaluations. Employees who have received layoff notices have the right to replace other Employees in comparable positions who have less seniority/experience and/or have an equal or greater number of notations of performance provided they are qualified for the position.
4. Employees who have been laid off shall receive notice of any vacancies in the District for a period of three years and shall be rehired in inverse order of their termination when compared to other laid off Employees. If they are rehired, such Employees will return at no less than the step they occupied when the position previously held was terminated.

## ARTICLE XIII

### BENEFITS

#### 1. HEALTH INSURANCE

##### A. 200-DAY EMPLOYEES

1. The District shall provide all 200-day Employees with health insurance options which include Matthew Thornton Classic or equivalent plan, subject to the co-payment schedule and Employee contributions as described in A 2 below.
2. The District's contribution to the health insurance plan options for 200 day Employees only will be:

- ◆ Matthew Thornton "Blue" – 93% premium.

\*Note: The 200 day employee, employed as of December 1, 2012, is eligible for the benefit described above. Any 200-day employee hired after December 1, 2012 will be eligible for the benefit described in B I below.

- ◆ The District shall provide each 200-day Employee who has demonstrated coverage under a health insurance plan that meets the requirements set by the Patient Protection and Affordability Care Act and waives their right to health insurance on a form suitable to the District and filed no later than July 1 of the contract year the following lump sum taxable payment made in two (2) increments - ½ on or about December 15<sup>th</sup> with the remainder on or about June 15<sup>th</sup>.

- For Employees with 3 or less years of service, \$1,000.
- For Employees with more than 3 full years of employment, \$1,500.

##### B. THIRTY HOURS OR MORE PER WEEK EMPLOYEES

1. For Employees who are contracted 30 or more per week after July 1, 2006, the District shall provide health insurance options which include Matthew Thornton Blue or equivalent plan, subject to the co-payment schedule and Employee contributions as described in B2 below. Employees who have Comp 100 or Blue Cross/Blue Shield Choice Three Tier as of June 30, 2006 will be grandfathered to continue this plan.
2. The District's contribution to the health insurance plan options for 30 hours or more per week Employees will be 90 % of the premium for a Matthew Thornton Blue Plan for a single person plan and 60% of the premium for a Mathew Thornton Blue two person plan.

### Article XIII (Continued)

Employees whose years fall within the categories below and employed before December 1, 2012 are “grandfathered” in the following contribution levels. Contribution levels will be based on the Matthew Thornton Blue Premiums.

- ◆ For Employees with 10 to 14 years of service, 90% of selected single person plan or 70% of a 2-person plan.
- ◆ For Employees with 15 or more years of service, 90% of selected single person plan or 80% of a 2-person plan.

#### 3. FSA Contribution

Each staff member that participates in the health insurance benefit will be entitled to receive a \$225 contribution to a Flexible Spending Account each year.

#### 4. Buy Out of Insurance

◆ The District shall provide Employees who have demonstrated coverage under a health insurance plan that meets the requirements set by the Patient Protection and Affordability Care Act and waive their right to health insurance on a form suitable to the District and filed no later than July 1 of the contract year the following lump sum taxable payments made in 2 increments - ½ on or about December 15<sup>th</sup> with the remainder on or about June 15<sup>th</sup>:

- For Employees with 3 or less years of service, \$1,000.
- For Employees with more 3 full years of employment, \$1,500.

- C. Employees who waive their right to health insurance will not have their coverage reinstated until the following July 1 except at their own expense and as permitted by the health insurance carrier. However, an Employee may be reinstated at District expense (less prorated unearned buy out amount) at the beginning of the month after reapplication if health insurance coverage provided by the Employee’s spouse is involuntarily terminated.
- D. Employees participating in this provision may re-enter the program providing there is a qualifying event as specified by the current policy.
- E. Plan registration/changes may only be made during the month of July of each year.
- F. Any changes in actual coverage and/or carriers must be made by mutual consent of the District and Union. The Union endorses the District’s initiation of a study of alternatives to the current health insurance coverage that may provide comparable benefits at a lesser cost to the school District and Employee.

## Article XIII (Continued)

### 2. DENTAL INSURANCE

The District will make available access to the Dental Insurance Plan currently offered to the Employees subject to the following conditions:

- a. Participation will be optional at the discretion of each Employee;
- b. Participation of the Employees of the bargaining unit must meet the requirements of the plan, which as of November 2008, requires 75% of all eligible Employees to opt into the plan. An eligible Employee shall be defined as "any member of the bargaining unit that is not covered by an existing dental plan."
- c. Participants who wish to enroll dependents must meet the requirements of the plan, which as of November, 2008, requires at least 50% of those Employees with eligible dependents not covered by another plan, must agree to enroll all eligible dependents.
- d. It shall be the exclusive responsibility of the Employees to solicit membership participation in the plan. In the event that the Employees who choose to use the plan coverage fail to meet the minimum requirements as established by the plans administrators, the District shall have no obligation to offer access to the existing plan or any other plan.
- e. Participation in the plan shall be at the sole expense of each participating Employee.

### 3. LIFE INSURANCE.

For Employees who work at least 200 days per year, the District shall provide life insurance in the amount of \$25,000, (as of age 65, the benefit becomes \$17,000). For Employees who work less than 200 days per year, but who work at least thirty hours per week as part of their regular schedule, the District shall provide life insurance in the amount of \$25,000, (as of age 65, the benefit becomes \$17,000).

### 4. LTD INSURANCE.

The District shall provide long-term disability insurance for Employees who work at least 30 hours per week. The benefit is 66 2/3% percent of annualized salary up to a monthly maximum benefit of 66 2/3% of the highest monthly salary in the Union. The elimination period is 90 calendar days and shall continue until age sixty-five. The parties agree that the District shall have the exclusive right to determine the carrier used to provide any of the insurances provided under this section, including the right to self-insure. However, the Board shall not have the right to diminish any of the benefits provided for in this Agreement without negotiations with the Union.

\* The waiting period is referred to as an elimination period in the current vendor documentation.

Article XIII (Continued)

5. SICK LEAVE

- A. Employees who work at least 200 days per year shall be credited with 16 sick days per year, cumulative to 90. Such days shall be accumulated at the rate of 1.6 days per month for September through June.
- B. Employees who work less than 200 days per year shall be credited with 12 sick days per year, cumulative to 90. Such days shall be accumulated at the rate of 1.2 days per month for September through June.
- C. Any Employee who becomes ill during the school day or leaves work for a medical appointment shall be charged sick leave for the actual absence period in one-hour increments.
- D. Sick Leave Bank

*Sick Leave Bank Guidelines*

- a. The Board agrees to establish a Sick Leave Bank to cover Employees in the event of personal illness.
- b. The Administrative Committee shall be composed of 3 members appointed by the Union President. The District Business Administrator or his/her designee shall be a non-voting ex-officio member of the Administrative Committee and must be invited to all Administrative Committee meetings.
- c. Each Employee wishing to participate and therefore be covered under this plan shall (i) be employed for 90 days and (ii) be required by the Administrative Committee in writing (on forms provided by the District) to donate 1 day from the total days s/he is allowed to accrue to be deposited in said bank and be deducted from the Employee's sick leave.
- d. In order to receive time from the Sick Leave Bank, a day must have been contributed.
- e. The Administrative Committee shall inform the Superintendent in writing of those members wishing to participate by October 1<sup>st</sup> except for new hires wishing to participate.
- f. The number of available days in the Sick Leave Bank shall not exceed four times the number of Employees.
- g. If the Sick Leave Bank is at capacity, returning participating staff members will no longer be required to contribute to qualify for this benefit. New hires or returning staff that would like to begin to participate in the Sick Leave Bank must contribute a day to the bank.
- h. If the number of days in the Sick Leave Bank drops below 75% of the maximum level, staff members will be asked to contribute to the Sick Leave Bank.

Article XIII (Continued)

- i. After an Employee has exhausted all accumulated sick leave time and if additional time is needed, the staff member may apply to the Sick Leave Bank.
- j. All requests to the Administrative Committee must be in writing and must be submitted no later than 15 days after the first requested date(s).
- k. Approved or denied requests will be in writing and forwarded to the Superintendent within 10 days after the request has been received by the Administrative Committee.
- l. Only Employees who have contributed to the bank pursuant to its rules shall have access to the benefits of the Sick Leave Bank.
- m. Sick Leave Bank benefits will terminate should the Employee become eligible for benefits under disability insurance.
- n. The Administrative Committee will have the option of requiring medical documentation in support of the leave request.
- o. The Sick Leave Bank will not be used to supplement Workers' Compensation Benefits.

(Note: the sick leave bank guidelines went into effect on October 3, 2012)

6. PERSONAL DAYS

- A. Employees who are contracted 30 hours or more per week are eligible for 3 personal days per year. Such personal leave is not cumulative. Employees who are contracted less than 30 hours per week are eligible for personal days pro rated according to the number of hours they work each year. Personal days in excess of the allotment may be granted at the discretion of the Superintendent. Such personal leave is not cumulative.
- B. Personal leave may be used for personal reasons, except in cases of emergency, prior written notification of intent to use a personal day shall be given to the principal. Reasons for personal leave will not be solicited.
- C. New Hires: Employees that are newly hired to the School District may earn personal leave in the following manner:
  - 1 day after 45 days worked
  - 2 days after 90 days worked
  - 3 days after 135 days worked
  - Such leave is not cumulative.

Article XIII (Continued)

7. PROFESSIONAL LEAVE.

Employees are entitled to apply for activities of a professional nature. These activities must be approved by the Administration. Employees who are assigned to attend workshops and/or conferences shall not be charged Professional Leave.

8. HOLIDAYS. Employees are entitled to the following holidays:

- Thanksgiving and the Day After
- Christmas and the Day After
- New Year's Day
- Memorial Day
- Labor Day

A. Employees that work less than 30 hours a week will receive the holiday pay in the pay period the holiday falls. For Employees with 30 or more hours, the holidays will be factored into equalized pay and recorded as hours worked. If an Employee leaves prior to a holiday, they are not entitled to receive payment.

9. BEREAVEMENT LEAVE

Employees are entitled to 3 days of paid bereavement leave per event, including the day of the funeral, when death occurs in the immediate family. Immediate family is defined to include: the Employee's spouse, son, daughter, stepchildren, mother, father, stepparents, brother, sister, grandparents and grandchildren and the same relatives of an Employees spouse.

10. JURY DUTY

The District agrees to provide a leave of absence for an Employee summoned to jury duty or subpoenaed as a court witness. The District will pay the Employee his/her regular pay while on jury duty, and the Employee shall give his/her jury duty payment to the District.

Article XIII (Continued)

11. CHILD REARING LEAVE.

Unpaid child rearing leave shall be granted:

- To Employees with a minimum of three (3) years employment with the School District
- For a period not to exceed one (1) school year
- To Employees in support of the natural or adoptive parenting of a child,
- With written application shall be made to the administration not less than sixty (60) days in advance of the requested leave (except in case of emergency).

During the time that the Employee is on unpaid child-rearing leave, the Employee shall be entitled to remain eligible for participation in all District fringe benefit programs provided they shall be at the sole expense of the Employee, and provided the Employee shall not be eligible for paid leave.

The granting of child rearing leave is conditional upon employee returning to work on the first day of either the first or second semester of a school year that falls within the leave period. (Pregnancy related disability shall be treated as any other disability and covered under the appropriate sections of this Agreement).

ARTICLE XIV

WAGES

1. The wage rates for Employees are set forth in Appendix A. The wage rates for any successive Agreement shall not take effect until the voters have approved the financial aspects of the Agreement at the Annual School District Meeting in accordance with applicable law.
2. Longevity
  - A. Staff Members who currently receive longevity:  
Staff members who currently receive longevity will continue to receive the current longevity value. Staff members in this category will not be eligible to receive Service Recognition Award Stipend.
  - B. Staff members with 9 or 10 years of service as of 6/30/2013:  
Staff members will receive longevity based on the following formula (.008 times (years or service -1) times salary). The longevity stipend will be provided annually. Staff members in this category will not be eligible to receive Service Recognition Award.

Article XIV (Continued)

- C. Staff members with less than 9 years of service as of 6/30/2013:  
Staff members with less than nine years of service are not eligible for longevity. Staff members in this category will be eligible to receive Service Recognition Award.
3. Service Recognition Award: Staff members will receive a Service Recognition Award according to the following chart. The award is given one time, after completing the length of service described.

	Award	Timeline (one time only)
1.	\$1000	After 10 years
2.	\$1500	After 15 years
3.	\$2000	After 20 years
4.	\$2500	After 25 years
5.	\$3000	After 30 years
6.	\$3500	After 35 years

4. Employees that participate in summer curriculum work will be paid the higher of their regular wage or \$18 per hour.
5. After initial placement on the wage schedule, and consistent with state law regarding step movement, Employees shall earn one year of credit for advancement for each year of service.
- An Employee who voluntarily terminates employment after having worked in the District for at least 3 years shall, upon rehire, be returned to no less than the same wage step held when terminated.
6. EQUALIZED PAY CHECKS. Employees working 30 or more hours per week shall receive equal bi-weekly pay amounts prorated on their annualized wages, after completing the first year of employment. Employees shall have the option of 21 or 26 paychecks per year. Employees working fewer than 30 hours per week shall be paid according to hours worked.
- a. When an Employee's annualized wage is prorated for the purpose of equal bi-weekly pay installments, it will be done based on the number of contracted days times hours per day times hourly wage and will include longevity and differential premium pay where applicable. Such equalized bi-weekly installments may be altered in those cases where Employees have worked fewer than or beyond contracted hours, overtime, or are on leave without pay.
  - b. Employees shall not suffer reduction in equalized bi-weekly pay installments due to school vacations, early release days, late school start, or absences due to conditions where Administration has closed schools.
  - c. A schedule with pay dates for the year will be distributed to Employees no later than September 1<sup>st</sup>.

ARTICLE XIV (Continued)

7. SCHOOL DELAY/ABSENCES. In cases of unscheduled early release or delayed start, Employees will not be required to make up time lost.

In cases of school closure Employees shall suffer no loss of pay for that pay period but shall not receive additional pay for make up days added to the Employee's calendar year. If a make up day is forgiven, or if the Administration offers an early release on the last day of school, Employees shall be paid for the day.

ARTICLE XV  
NO STRIKE

Under no circumstances will Employees engage in nor will the Union cause, encourage or participate in any strike, any other form of job action, withholding of services, curtailment of work or any other activity that interferes with the operations of the District; nor shall the Board engage in any form of lockout against Employees.

ARTICLE XVI  
NOTICE UNDER AGREEMENT

1. Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Board Chairman directly or the Hopkinton School Board c/o the Superintendent of Schools.
2. Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President of the Hopkinton Educational Support Staff at the then current address.

ARTICLE XVII  
SAVINGS CLAUSE

If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed invalid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect unless and until such provisions are changed in negotiations.

ARTICLE XVIII

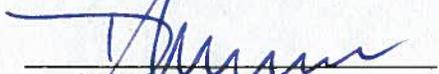
DURATION

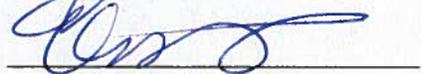
This Agreement shall continue in full force and effect from July 1, 2013 until midnight June 30, 2016.

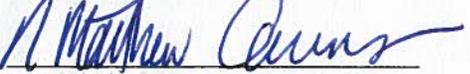
IN WITNESS WHEREOF the parties have hereunto set their names by their officer duly authorized.

DATE: 1/14/13

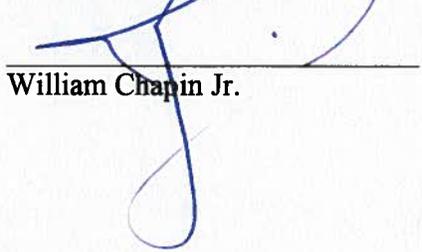
HOPKINTON SCHOOL BOARD

  
\_\_\_\_\_  
David Luneau

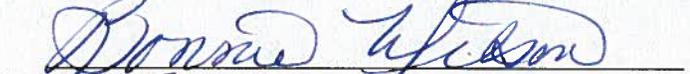
  
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Elizabeth Durant

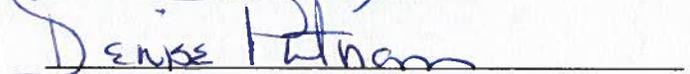
  
\_\_\_\_\_  
Matt Cairns

  
\_\_\_\_\_  
William Jones

  
\_\_\_\_\_  
William Chapin Jr.

HOPKINTON EDUCATIONAL SUPPORT STAFF

  
\_\_\_\_\_  
Bonnie Wilson (Co-president HESS)

  
\_\_\_\_\_  
Denise Putnam (Co-president HESS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appendix A

Hopkinton Education Support Staff  
Proposed Wage Schedule

10-Dec-12

	YEAR	BASE WAGE	LONGEVITY INDEX
Year 1	2013-2014	\$9.21	0.008
Year 2	2014-2015	\$9.59	0.008
Year 2	2015-2016	\$9.78	0.008

2013-2014				2014-2015				2015-2016			
I		Step:	0.0400	I		Step:	0.0400	I		Step:	0.0400
II	0.0700	Step:	0.0400	II	0.0700	Step:	0.0400	II	0.0700	Step:	0.0400
III	0.0500	Step:	0.0400	III	0.0500	Step:	0.0400	III	0.0500	Step:	0.0400
IV	0.1500	Step:	0.0400	IV	0.1500	Step:	0.0400	IV	0.1500	Step:	0.0400
V	0.1300	Step:	0.0400	V	0.1300	Step:	0.0400	V	0.1300	Step:	0.0400

**2013-14 Base Increase: 0.00%**

Step --	1	2	3	4	5	6	7	8	9	10
I	9.21	9.59	9.99	10.38	10.81	11.21	11.64	12.07	12.55	
II	9.86	10.24	10.67	11.10	11.52	12.01	12.48	12.97	13.73	14.28
III	10.34	10.76	11.20	11.64	12.11	12.59	13.10	13.62	14.35	14.92
IV	11.90	12.38	12.88	13.40	13.93	14.49	15.06	15.67	16.50	17.16
V	13.46	14.00	14.58	15.14	15.75	16.38	17.21	17.90		

New hires will be placed on steps 1, 2, or 3 depending on directly related work experience.  
In no case will a new hire be placed above step 3 unless the bargaining unit agrees to make an exception.

**2014-15 Base Increase 0.00%**

Step --	1	2	3	4	5	6	7	8	9	10
I	9.59	9.99	10.38	10.81	11.21	11.64	12.07	12.55	13.05	
II	10.24	10.67	11.10	11.52	12.01	12.48	12.97	13.73	14.28	14.85
III	10.76	11.20	11.64	12.11	12.59	13.10	13.62	14.35	14.92	15.52
IV	12.38	12.88	13.40	13.93	14.49	15.06	15.67	16.50	17.16	17.85
V	14.00	14.58	15.14	15.75	16.38	17.21	17.90	18.61		

New hires will be placed on steps 1, 2, or 3 depending on directly related work experience.  
In no case will a new hire be placed above step 3 unless the bargaining unit agrees to make an exception.

**2015-2016 Base Increase 2.00%**

Step --	1	2	3	4	5	6	7	8	9	10
I	9.78	10.19	10.59	11.03	11.43	11.87	12.31	12.80	13.32	
II	10.44	10.88	11.32	11.75	12.25	12.73	13.23	14.00	14.56	15.15
III	10.98	11.42	11.87	12.35	12.84	13.36	13.89	14.64	15.22	15.83
IV	12.63	13.14	13.67	14.21	14.78	15.36	15.98	16.83	17.50	18.20
V	14.28	14.87	15.44	16.07	16.71	17.55	18.26	18.99		

New hires will be placed on steps 1, 2, or 3 depending on directly related work experience.  
In no case will a new hire be placed above step 3 unless the bargaining unit agrees to make an exception.

Appendix B: Hopkinton School District Grievance Form

Date: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Nature of grievance: It is claimed that on \_\_\_\_\_ (exact date) there occurred a violation of the contract. The specific articles and sections which are claimed to be violated are as follows:

Description of alleged violation:

Remedy sought by Grievant:

Signatures:

\_\_\_\_\_  
(Grievant)

\_\_\_\_\_  
(HESS Representative)

Processing:

\_\_\_\_\_  
Received by Principal  
(Date)

\_\_\_\_\_  
Principal's Decision  
(Date)

\_\_\_\_\_  
Principal's Signature

Appendix C: Hopkinton School District Support Staff Evaluation

NAME:

POSITION:

BUILDING:

YEARS EXPERIENCE IN DISTRICT:

YEARS:

EVALUATOR(S):

DATE:

JOB DESCRIPTION (AREAS WHICH DIFFER FROM DISTRICT DESCRIPTION)

**RATINGS: EXCEPTIONAL COMMENDABLE SATISFACTORY NEEDS IMPROVEMENT UNSATISFACTORY**

INTERACTION WITH OTHERS: STUDENTS, STAFF, ADMINISTRATION, AND PARENTS (IF APPLICABLE) \_\_\_\_

DEPENDABILITY \_\_\_\_

PLANNING AND ORGANIZATION (UNDER THE SUPERVISION OF THE CLASSROOM TEACHER AND/OR SPECIAL ED PROFESSIONALS) \_\_\_\_

JUDGEMENT \_\_\_\_

CONFIDENTIALITY \_\_\_\_

STAFF DEVELOPMENT GOALS \_\_\_\_

INITIATIVE \_\_\_\_

QUALITY OF WORK \_\_\_\_

SUPPORT STAFF EVALUATION

PAGE 2

FOLLOWS DIRECTIONS \_\_\_\_

Revised January 7, 2013

ATTENDANCE \_\_\_\_

PUNCTUALITY \_\_\_\_

COMMENDATIONS:

RECOMMENDATIONS/CONCERNS:

ADDITIONAL COMMENTS:

This signature only indicates the Employee has seen this report and has had the opportunity to respond.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Appendix D: Support Staff Self-Evaluation**

**NAME:** \_\_\_\_\_ **SCHOOL:** \_\_\_\_\_ **SCHOOL YEAR** \_\_\_\_\_

1. **Comment upon this year's personal growth and accomplishments.**

2. **What areas of professional growth would you like to focus on next year?**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Appendix E: Notification of Completion or Anticipation of Completion of Certification as Instructional Assistant**

To be completed and received by the Superintendent's Office by January 1 in the school year preceding anticipated completion of certification requirements. (For budget purposes)

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

CERTIFICATION TRAINING PROGRAM: \_\_\_\_\_

\_\_\_\_\_

COMPLETION DATE (FOR CURRENT OR ANTICIPATED CERTIFICATION):

\_\_\_\_\_

In order for the stipend for certification to be initiated, a copy of the certification notice from CLL or other institution must be on file by August 30<sup>th</sup>.

Appendix F: Insurance Waiver Form

ARTICLE XI HESS BENEFITS

Effective as of July 1 of each contract year, each 30 hour or more per week Employees who have demonstrated coverage under a health insurance plan that meets the requirements set by the Patient Protection and Affordability Care Act and may waive his or her right to the health insurance on a form suitable to the District and HESS, filed no later than July 1st of the contract year. A 30 hour or more per week Employee who waives insurance coverage will receive the following taxable payment made in two (2) increments – ½ on or about December 15<sup>th</sup> with the remainder on or about June 15th.

- For Employees with three (3) or less years of service, \$1,000.00.
- For Employees with more than three (3) full years of employment, \$1,500.

Employees who waive their right to health insurance will not have their coverage reinstated until the following July 1 except at their own expense and as permitted by the health insurance carrier. However, an Employee may be reinstated at School District expense (less prorated unearned buy out amount) at the beginning of the month after reapplication if health insurance coverage provided by the Employee's spouse is involuntarily terminated.

By signing this document, I am fully aware that I will have no health insurance coverage through the Hopkinton School District from July 1, 20\_\_ through June 30, 20\_\_ in exchange for a taxable reimbursement per Article XI of the HESS Agreement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### **Appendix G: Health Insurance Prescription Plan**

The Employees agreed to change the prescription co-pays from \$3/\$15/\$1 mail-in to \$10/\$20/\$45 and a mail-in using the same rates based on the prescription plan as of July 1, 2010.

**\$10.00 –Generic brand**

**\$20.00 – Preferred brand name**

**\$45.00 – Non-Preferred brand name**

For more information on what category a prescription falls in, please contact insurance carrier.

		<b>School Administrative Unit #66 Benefit Comparison Valid 7/1/12 through 6/30/13</b>
Medical Plan Code		MTB20/PDED
Prescription Plan Code		RX10/20/45
single		\$532.62
2-person		\$1,065.24
family		\$1,438.08
Office Visit Copay		\$20
ER Copay		\$150
Urgent Care Copay		\$75
Deductible <sup>1</sup>		\$250/\$750
Chiro Visit Max		12 visits
PT, OT, ST Max		60 visits
Durable Medical Equipment		Covered at 80% after \$100 deductible
Prescription Plan Code		RX10/20/45
Retail Pharmacy Copay (up to 34-day supply)		\$10 generic \$20 preferred \$45 non-preferred
Mail Service Copay (up to 90-day supply)		\$10 generic \$20 preferred \$45 non-preferred
1 - Deductible on certain services when provided by or referred by PCP (per person/per family)		
<p><b>DISCLAIMER:</b> Monthly rates are based on a minimum of 75% participation of all eligible employees. LGC's medical underwriting guidelines do not allow an employee to have the choice between medical plans that only differ by the accompanying RX plan. An employer is allowed to offer two plans to the same group of employees, one without a deductible and one with a deductible. Active employees and retirees must be offered the same prescription drug coverage. LGC reserves the right to revisit these rates if there is a +/- 10% in enrollment. The proposed rates are effective 7/1/2012 and are valid for 90 days from this effective date. All deductibles and benefit limits shown are per calendar year.</p>		



Anthem Blue Cross of New Hampshire is the sole agent of Anthem Health Plans of New Hampshire, an independent licensee of the New Hampshire State Insurance Commission. \*Anthem is a registered trademark of Anthem Insurance Company, Inc. For the terms of the contract and applicable regulations, please refer to the terms and conditions of the contract.

**Matthew Thornton Blue<sup>SM</sup>  
Cost Sharing Schedule**

*This Cost Sharing Schedule is an important part of Your Subscriber Certificate and is an outline of Your coverage. Do not rely on this outline alone. Keep this schedule with Your Certificate because it contains important information about coverage and limitations. Please read Your Subscriber Certificate carefully as important terms and limitations apply.*

**Cost Sharing Summary**

	<b>YOUR COST</b>
<b>Visit Copayment</b> Applies each time You visit Your Primary Care Provider (PCP) or Network obstetrical/gynecological specialist.	\$20 per visit
<b>Specialty Visit Copayment</b> Applies each time You visit a specialist. This Copayment also applies each time You visit a Network Provider at a Network Walk-In Center for diagnosis, care and treatment of an illness or injury.	\$20 per visit
<b>Emergency Room Copayment</b>	\$150 per visit
<b>Urgent Care Facility Copayment</b> Applies each time You visit a licensed hospital's Network urgent care facility for diagnosis, care and treatment of illness or injury.	\$75 per visit
<b>Standard Deductible</b>	\$250 per Member, per year \$750 per family, per year
<b>Standard Coinsurance</b>	not applicable
<b>Coinsurance Maximum</b>	
<b>Durable Medical Equipment, Medical Supplies and Prosthetics</b>	\$100 per Member, per year 20%
<b>Deductible Coinsurance</b>	

Please note that throughout this schedule any reference to year means calendar year.

**Coverage Outline**

**YOUR COST**

Medical/Surgical Care	
<b>I. Inpatient Services</b>	
<b>In a Short Term General Hospital</b> (Facility charges for medical, surgical and maternity admissions)	Standard Deductible
<b>In a Skilled Nursing Facility</b> (Facility charges) Up to 100 Inpatient days per Member, per year	
<b>In a Physical Rehabilitation Facility</b> (Facility charges) Up to 100 Inpatient days per Member, per year	
<b>Inpatient physician and professional services</b> (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests) For Skilled Nursing or Physical Rehabilitation Facility admissions: limited to the number of inpatient days stated above.	
<b>II. Outpatient Services</b>	
<b>Preventive Care</b>	
<b>Immunizations for babies, children and adults (including travel and rabies immunizations)</b> <b>Mammograms, pap smears, lead screening, prostatic specific antigen (PSA) screening</b>	You pay \$0
<b>Routine physical exams for babies, children and adults (including one annual gynecological exam )</b>  <b>Family planning visits</b>  <b>Nutrition counseling</b>  <b>Routine vision exams - One exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older.</b>  <b>Routine hearing exams - One exam each year for Members 18 years old and younger.</b>	You pay \$0
<b>Medical/Surgical Care in a Physician's Office or Walk-In Center or furnished by an Independent Ambulatory Surgical Center, Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider</b>	
<b>Medical exams, consultations, anesthesia, medical treatments, and Network Provider services at a Network Walk-In Center</b>	Visit Copayment or Specialty Visit Copayment
<b>Injections (including allergy injections)</b>	You pay \$0
<b>Office surgery</b>	
<b>Laboratory tests (including allergy testing)</b>	
<b>X-ray tests (including ultrasound)</b>	Standard Deductible
<b>MRA, MRI, PET, SPECT, CT Scan, CTA, Chemotherapy, medical supplies and drugs</b>	
<b>Maternity care (prenatal and postpartum visits) Please see Your Subscriber Certificate for information about total maternity care.</b>	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).

<b>YOUR COST</b>	
<b>Outpatient Facility Care in the Outpatient Department of a Hospital, a Short Term General Hospital's Ambulatory Surgical Center, a Hemodialysis Center or Birthing Center</b>	
Medical exams and consultations by a physician	Visit Copayment or Specialty Visit Copayment
Services of a surgeon, operating room for surgery and anesthesia	You pay \$0
Physician and professional services for the delivery of a baby or management of therapy	Standard Deductible
Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRA, MRI, PET, SPECT, CT Scan, CTA	
Fees for use of a facility, medical supplies, drugs, other ancillaries, observation	
Laboratory and x-ray tests (including ultrasounds)	You pay \$0
<b>Emergency Room Visits and Urgent Care Facility Visits</b>	
Use of the emergency room (The Copayment is waived if you are admitted)	Emergency Room Copayment
Use of a licensed hospital's urgent care facility in the Network	Urgent Care Facility Copayment
Physician's fee, surgery, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs	Standard Deductible
Laboratory and x-ray tests	You pay \$0
<b>Ambulance Services</b> Transport by ambulance must be Medically Necessary	Standard Deductible
<b>III. Outpatient Physical Rehabilitation Services</b>	
<b>Physical Therapy and Occupational Therapy and Speech Therapy</b> Up to a combined maximum of 60 visits per Member, per year	Visit Copayment or Specialty Visit Copayment
<b>Cardiac Rehabilitation Visits</b>	
<b>Chiropractic Care</b> • Office visits - up to 12 visits per Member, per year • Laboratory and x-ray tests furnished by a chiropractor	
<b>Early Intervention Services</b> Available from birth to a covered child's third birthday. Limited to \$3,200 per Member per year and \$9,600 by the child's third birthday.	Visit Copayment or Specialty Visit Copayment
<b>IV. Home Care</b>	
<b>Physician services</b> Medical exams, injections, medical treatments, surgery and anesthesia	Visit Copayment or Specialty Copayment
<b>Home Health Agency services</b>	Standard Deductible
<b>Hospice</b>	
<b>Infusion Therapy</b>	
<b>Durable Medical Equipment, Medical Supplies and Prosthetics</b>	Subject to the DME Deductible and Coinsurance

<b>YOUR COST</b>	
<b>V. Behavioral Health Care (Mental Health and Substance Abuse Care)</b>	
<b>Outpatient/Office Visits</b>	
<b>Mental Health Visits: Unlimited Medically Necessary visits</b> <b>Substance Abuse Visits: Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)</b>	<b>Visit Copayment or Specialty Visit Copayment</b>
<b>Partial Hospitalization and Intensive Outpatient Treatment Programs</b>	
<b>Mental Disorders: Unlimited Medically Necessary care</b> <b>Substance Abuse Conditions: Unlimited Medically Necessary care for rehabilitation and detoxification</b>	<b>Standard Deductible</b>
<b>Inpatient Care</b>	
<b>Mental Disorders:</b> Unlimited Medically Necessary Inpatient days  <b>Substance Abuse Conditions:</b> <ul style="list-style-type: none"> <li>• Medical detoxification days – Unlimited Medically Necessary Inpatient days</li> <li>• Substance abuse rehabilitation – Unlimited Medically Necessary Inpatient days</li> </ul>	<b>Standard Deductible</b>
<b>Scheduled Ambulance Transport</b> Limited to Medically Necessary transport from one facility to another	
<b>VI. Prescription Eyewear</b>	
Benefits are limited to a maximum of \$40 per Member, per year. Please refer to your Prescription Eyewear Rider for more information.	

**Appendix I: Course Reimbursement/ Expansive Professional Development Application**

This application is utilized to access professional development funds for expansive opportunities or course reimbursement. This form, or one similar, will be available on the District Professional Development Management System (MyLearningPlan).

In order to access course reimbursement funds, this form, as well as the Hopkinton School District Educational Tuition Agreement need to be completed.

<b>Name</b>	<b>Date</b>	
<b>Title of Course/Professional Development Activity</b>		
<b>Please describe the Course/Professional Development Activity</b>		
<b>What is the cost of the Course/Professional Development Activity?</b>		
<b>What do you expect to learn by participating in this Course/Professional Development Activity?</b>		
<b>How does this Course/Professional Development Activity help meet the needs of your current or future students?</b>		
<b>Are there plans to share what you have learned with others? If so, please describe how you plan to share what you have learned.</b>		
<b>Please add any comments that would support your participation in this Course/Professional Development Activity.</b>		