

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**MANCHESTER**  
**BOARD OF SCHOOL COMMITTEE**

**AND**

**AFSCME, LOCAL 3912, AFL-CIO**

February 18, 2020 – June 30, 2024

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## **MEMORANDUM OF UNDERSTANDING**

The Manchester School District Negotiating Team and the AFSCME Local 3912 Negotiating Team respectively, agree that the following are the changes to the AFSCME Agreement for the new collective bargaining agreement for the February 18, 2020 – June 30, 2024 contract period.

### **PREAMBLE**

The purpose and intent of the Board of School Committee and the Union entering into this Agreement is to promote orderly and peaceful relations between the District and organized employees in the Bargaining Unit included in the following agreement and to provide on behalf of the citizens of Manchester approved service in an effective and efficient manner.

### **ARTICLE 1** **RECOGNITION**

- A. The Board of School Committee hereby recognizes Local 3912, AFSCME, AFL-CIO as the exclusive representative of all permanent non-probationary full -time and part-time School District Para-Educators for the purpose of collective bargaining on wages, hours and conditions of employment, other than those managerial prerogatives referred to in RSA 273-A:1, XI, which are the exclusive prerogative of Management. Managerial policies as defined by statute include, but are not limited to, the functions, programs and methods to be used in the District, including the use of technology, the selection, direction and number of personnel and the organizational structure of the District.
- B. The term "Para-Educators, employee(s), "Para(s)" as used in this Agreement shall refer to bargaining unit members in the classification of Para-Educators(s) including the positions of Para-Educators I, Para-Educators II, Behavioral Support Technician (BST) and Para Trainer. All other classifications are excluded.

### **ARTICLE 2** **NON - DISCRIMINATION**

- A. The Board of School Committee agrees not to discriminate against employees covered by this Agreement on account of membership in the Union.
- B. The Union, the Union Officers and members agree not to discriminate in any way against employees who are not members of the Union or to bar employees from joining or remaining in the Union except for non-payment of dues.
- C. The Manchester School District and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, age or physical handicap, except where age or physical condition are bona fide qualifications for employment.

**ARTICLE 3**  
**MAINTENANCE OF MEMBERSHIP**

- A. Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the union after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion, and in writing, withdraw his/her membership from the Union anytime within twenty (20) calendar days prior to the expiration of this agreement (June 10th to June 30th.)
- B. On the effective date of this agreement, all new employees wishing to join the Union shall execute dues deduction cards including language referencing the collective bargaining agreement. Within 60 calendar days of this agreement's ratification, current employees wishing to continue their membership in the Union shall execute new dues deduction cards, including language referencing the collective bargaining agreement. Further, employees shall be given a copy of Article 3A of this agreement with the dues authorization.
- C. Any employee who is in the bargaining unit and is not a member of the Union but wishes to be represented by the Union in grievances shall assume full financial responsibilities as to the actual costs of processing the grievances. Collection of such fees shall be the sole responsibility of the Union. Should there be a dispute between an employee and the Union relating to the processing such grievances or costs, the Union agrees to defend, indemnify and hold the Board harmless in any such dispute.
- D. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the District harmless in any such dispute.
- E. The School District shall supply a list of all bargaining unit members to the union president. The list shall include the employee's name, work location, title, rate of pay and date of hire on the first week of October and the first week of February in electronic format. The initial list shall be subject to a joint audit by both Parties to ensure accuracy.
- F. The School District will submit the names of Para-Educators who are separated from employment to the Union President as soon as practicable but in no event later than twenty- one (21) calendar days after separation. To this end, the non-confidential sections of the Personnel Report that is provided to the Board of School Committee shall be provided to the Union.

**ARTICLE 4**  
**DUES DEDUCTIONS**

- A. The School District agrees to authorize the deduction of Local 3912, AFSCME dues from each employee who has signed an authorization card and shall send said dues along with a statement indicating who has paid dues to: Business Manager, Local 3912 and AFSCME Council 93, 8 Beacon Street, Boston, MA 02108.

- B. The Union will keep the District informed of the correct name and address of the Business Manager of Local 3912, AFSCME.
- C. The School District agrees to deduct union dues from the wages of employees in the bargaining unit each pay period following the presentation of appropriate authorization forms.
- D. The union agrees to limit changes in the amount of payroll deductions for union dues to not more than one (1) time per year during the month of January and to give the School District thirty (30) days written notice prior to the beginning of the payroll period in which the deduction is to be made.
- E. If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues, then no dues deduction will be made from that employee. In no case will the District attempt to collect fines or assessments for the Union beyond the regular dues.
- F. The District will notify the Treasurer of Local 3912 within five (5) working days of the cancellation of dues deduction in accordance with Article 3A by an employee who had previously signed an authorization for said deduction.
- G. If there should be a dispute between the Union and an employee over the matter of dues deductions the Union agrees to hold harmless the District in such dispute and the Union agrees to hold the District harmless in any and all disputes regarding payroll deduction of these dues.

## **ARTICLE 5**

### **SENIORITY**

- A. Bargaining Unit seniority shall relate to the time an employee has been continuously employed by the District as an eligible member of this bargaining unit.
- B. Until an employee has served the initial six (6) month probation period it shall be deemed that he/she has no Bargaining Unit seniority status.
- C. An employee shall lose his/her seniority for the following reasons:
  - (1) If the employee resigns.
  - (2) If the employee is discharged and if such discharge is not overruled by an appropriate authority.
- D. Bargaining Unit seniority shall not be interrupted by paid leaves of absences. An employee who is on leave of absence without pay, except for military service, shall not accrue seniority, but shall have their seniority "frozen" at the amount accrued at the time of commencement of such leave of absence.
- E. Seniority lists shall be posted once a year in October, including the employee's name, initial date of hire in a bargaining unit position, their classification and school assignment.
- F. Classification seniority shall be determined by the length of time an employee has been in their current position/classification. Employees currently performing the work of the classification in

which they are initially assigned, shall be credited with the time in service prior to such appointment.

- G. In the event of a reduction in force, bargaining unit seniority will be the factor to determine the employees retained, provided the employees' demonstrated skills and qualifications such as ability, past performance, program knowledge and experience are equal as determined by the Superintendent or designee. The Superintendent's or designee's determination must not be arbitrary, unjust or without any basis in fact. For the purposes of the article, the term "reduction in force" shall be defined as the elimination of positions due to lack of work or budget cuts.
- H. Para-Educators who are to be laid off due to lack of funds or lack of work in the forthcoming school year shall be notified of such pending layoff by July 30 preceding such layoff.
- I. The names of the employees laid off from the bargaining unit will be maintained on a recall list for one (1) year from the date of such layoff and such full-time employees will be offered employment in their job classification if positions are reestablished or vacancies occur in their classification.

Laid off employees shall be notified by telephone and by certified mail at their last known phone number and address on file with the District to return to work. They must notify the District within ten (10) working days of receipt of their intention to return and must report to work within ten (10) working days of such notification or their further right to recall shall be terminated.

## **ARTICLE 6**

### **VACANCIES**

- A. All bargaining unit vacancies to be filled shall be provided to the Local 3912 union president and posted on the District bulletin boards and the District website for a period of ten (10) working days during the regular school term.
- B. During summer periods when schools are not in session, Para-Educators vacancies shall be posted on the District website and electronic copies shall be sent to the AFSCME office and Local 3912 Union President.
- C. Job postings shall include job classification, job specifications, rate of pay and job location.
- D. Para-Educators who desire to apply for vacancies shall submit an application in writing or on-line to the District's Human Resource Office within ten (10) working days from the date of posting. Employees in the same classification as the vacancy shall be given first opportunity to fill the vacancy by classification seniority provided the employee's demonstrated skills and qualifications such as ability, past performance, program knowledge and experience are equal as determined by the Superintendent or designee.

- E. The selection of employees wishing to fill a vacancy must be in the best interest of students as determined by the Superintendent or designee. Bargaining Unit seniority will be the factor to determine the employee selected, provided the employee's demonstrated skills and qualifications, such as ability, past performance, program knowledge and experience are equal as determined by the Superintendent or designee. The Superintendent or designee's determination must not be arbitrary, unjust or without any basis in fact. Like classification seniority referenced above, preference shall be given to the Bargaining Unit employees in the event there are external candidates.
- F. The District shall provide the relevant non-confidential sections of the Personnel Report that is provided to the Board of School Committee to the Union showing changes in employee's classification and/or position.
- G. Para-Educators may be involuntarily transferred to meet the needs of the students' and/or District programs. To the extent there are multiple Para-Educators that can meet the specific needs of students and/or District programs (without disruption or harm), volunteers shall be requested prior to any involuntary transfer. Whenever practicable, employees subject to an involuntary transfer to another building shall be provided notice of the transfer at least ten (10) workdays in advance. Prior to being involuntarily transferred, a conversation shall occur between the employee and the superintendent or designee regarding any concerns. Employees voluntarily or involuntarily transferring to a higher classification shall be provided the salary of the new classification/position or a five percent (5%) increase in their current salary, whichever is greater. This provision shall not apply to the implementation of the new classifications set forth in Article 7.

The position to which the employee was involuntarily transferred shall be posted by the District. Upon hiring a replacement, the Para-Educator shall be returned to their prior assignment, if available. If it is not available, then the District shall work with the para-educator to find an agreed to placement within the District. The five percent (5%) increase in pay received by the Para-Educator during the time of their involuntary transfer shall be rescinded upon their replacement.

## **ARTICLE 7**

### **WAGES**

- A. Effective February 18, 2020, Para-Educators shall be assigned to either the Para-Educator I, Para-Educator II or BST classifications based upon current/prior assignment, District need, experience and/or education. (See Appendix A.) They shall receive the entry level pay rate for their classification or a 2.03% increase, whichever is greater. Effective February 18, 2020, the District shall post openings for the position of Para Trainer.

Para-Educators assigned to the BST classification shall immediately notify the district if they do not wish to be assigned to the classification. Upon notice, the district shall post the position to hire a replacement. Upon hiring a replacement, the Para-Educator who did not wish to be classified as a BST shall be reclassified as a Para-Educator II. Their new rate of pay as a Para-Educator II shall include either an increase of 2.03% over their pay rate prior to becoming a BST or the Para-Educator II pay rate, whichever is greater.

- B. Effective July 1, 2020, all pay rates shall increase by 2.03%.
- C. Effective July 1, 2021, all pay rates shall increase by 2.0%.
- D. Effective July 1, 2022, all pay rates shall increase by 2.0%.
- E. Effective July 1, 2023, all pay rates shall increase by 2.0%.
- F. Employees promoted from one classification to a higher classification shall receive the hourly rate of the new classification/position or a five percent (5%) increase in their current hourly rate, whichever is greater. This provision shall not apply to the implementation of the new classifications set forth in Article 7A.

## **ARTICLE 8**

### **HOURS OF WORK AND OVERTIME**

- A. The work year shall not exceed 180 school days per year; provided, however, there is no guarantee the employees shall be needed or provided work 180 days per year if funds are not available and/or programs are modified or abolished. Except for an emergency, an employee shall receive at least a two (2) week notice of any change in his/her workdays. In the event there is a concern by the District administrator(s) that funds are not available and/or programs need to be modified or abolished, reasonable notice shall be provided to the union president in advance of the District taking action concerning the funding, modification or abolishment of programs.
- B. The usual workday shall be six (6) to eight (8) consecutive hours and the usual work week shall be five (5) consecutive days. The parties recognize Para-Educators may be required to work beyond their usual workday they shall be compensated as required by law. Any work beyond the normal scheduled workday requires the prior approval of the Principal.
- C. Overtime is not anticipated as a requirement of employees while performing their regular duties. In the event of a situation where an employee is required to work beyond forty (40) hours per week then such employee shall be paid at the rate of time and one half of his/her regular hourly rate for each hour of overtime worked, in multiples of 1/4 hour.
- D. The District shall have the right to require bargaining unit members to work additional days per year for training purposes, provided that the members shall be given at least thirty (30) days' notice and they shall be paid at their current hourly rate for such additional days. Any additional training days(s) may only be scheduled during the week before schools open or on teacher workshop days.
- E. A full-time employee is defined as any employee working thirty (30) hours or more per week and shall be entitled to any full benefits provided by the Agreement.
- F. Each employee shall receive an unpaid duty-free lunch period of thirty (30) minutes. Employees on field trips that are required to work during their thirty (30) minute lunch shall be paid.
- G. In the instance where Para-Educators are not scheduled to work during the regular school calendar, they will be offered the opportunity to work in existing District vacancies or as substitutes for absent Para-Educators. Examples are, but not limited to, midterms and finals as well as in advance of and following the preschool schedule. Opportunities within a school shall be first offered to Para-Educators from within the school.



- H. The District shall have the right to hire part-time Para-Educators, provided it does not use such employees to displace full time employees and the number of part-time Para-Educators does not exceed ten percent (10%) of the budgeted number of full-time Para-Educators positions. The District agrees that hiring part-time Para-Educators will not interfere with or diminish, in any way, the District's efforts to recruit and hire full-time Para-Educators. Part-time Para-Educators shall be laid off prior to full-time Para-Educators provided it does not negatively impact students. No part-time Para-Educators shall be hired until all eligible laid off full-time para-educators have been recalled in accordance with Article 5 (I). Part-time Para-Educators shall have a separate seniority list and shall receive the rate of pay for the classification for which they were hired. Part-time Para-Educators shall not work more than seventeen- and one-half hours (17.5) nor shall they be eligible for health, dental, holiday, PTO or retirement benefits. The District may not unilaterally convert any full-time Para-Educators to part-time status without the Para-Educator's consent.

## **ARTICLE 9**

### **HOLIDAYS**

- A. All full-time employees in the Bargaining Unit, excluding Temporaries and those who work seventeen-and one-half (17.5) hours or less, shall be paid for the following named holidays. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday:

Christmas Day, Memorial Day, New Year's Day, Election Day, Thanksgiving Day, Veterans Day, Day after Thanksgiving, Labor Day and President's Day

- B. All holidays shall be observed on a day when school is not in session, if at all possible. If such holiday should fall on a day when school is in session, then the eligible employees shall be granted an equal number of hours off with pay at a date to be determined by the School Administration. Labor Day will be paid if school begins prior to Labor Day.
- C. An employee shall be entitled to the holiday pay referred to in Section A if they work the last regular workday preceding and the first regular workday following the particular holiday, but not otherwise except for an excused absence.
- D. Para-Educators with at least five (5) years of Bargaining Unit seniority shall be eligible for Martin Luther King Day as a paid holiday.
- E. Effective July 1, 2020, Para-Educators with at least five (5) years of Bargaining Unit seniority shall be eligible for Columbus Day as a paid holiday.

## **ARTICLE 10**

### **PAID PROFESSIONAL DEVELOPMENT DAYS**

Paid professional development days shall be provided to members of the bargaining unit as follows:

- A. In the 2020-2021 school year, one (1) annual professional development day shall be scheduled contiguous to the start of the student school year.
- B. In the 2021-2022 school year, two (2) annual professional development days shall be scheduled the first of which shall be contiguous to the start of the student school year and the second day shall coincide with the first teacher workshop day in September.
- C. In the 2022-2023 school year and beyond, three (3) annual professional development days shall be scheduled with the first day being contiguous to the start of the student school year. The second day shall coincide with the teacher workshop day in September. The third day shall coincide with the teacher workshop day in November.
- D. The first professional development day prior to the start of the student school year shall include, but not be limited to reviewing IEP(s), setting up Medicaid, and specific training for individual student(s) needs and meeting with case manager(s) and teacher(s) for assigned student(s).
- E. Para-Educators shall receive the training as deemed appropriate by the District during the school year. The District will discuss with the union president the topic(s) for the Para-Educator professional development trainings for the coming year prior to May 1<sup>st</sup> annually.

## **ARTICLE 11**

### **PAID TIME OFF & DISABILITY INSURANCE**

- A. All employees within the bargaining unit shall be given thirteen (13) Paid Time Off (PTO) days on the first day of the school year annually, provided however, in the first year of the contract the 13 days shall be reduced by any leave hours used prior to the date of ratification. Employees hired after the start of the school year shall be given 1.3 PTO days per full month remaining in the school year based on their date of hire. PTO time may be used in hourly increments. The number of hours per day of PTO is based on the employee's regularly scheduled hours (6, 6.5, 7, etc.) PTO time will not be carried over from year to year. Instead, unused time will be purchased back from the PTO Incentive Pool. PTO use is unrestricted, except in the case of time for personal use. Unrestricted includes, but is not limited to, addressing your illness or injury or the illness or injury of immediate family members. Any employee on PTO, except for personal use, shall inform their immediate supervisor as soon as practicable and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. PTO shall be restricted to sick leave use for employees during their probation period.
- B. To use PTO for personal use, (excluding use for illness or injury) the Para-Educators must request from their building principal the use of PTO time as soon as possible, but no less than three (3) school days prior to the time they wish to take, except in cases of personal emergencies. The immediate supervisor's decision shall be given to the Para-Educators within twenty-four hours from the submission of the request. Approval of the use of Personal PTO time will not be unreasonably withheld.
- C. For transitioning from sick leave and personal time to PTO, the parties agree that accrued sick leave hours of Para-Educators shall be banked as of June 30, 2019. Upon separation from District service, all banked sick time shall be canceled, except in the case of City paid retirement, duty disability retirement or death while in active service. All banked sick leave up to, but not to exceed ninety (90) workdays, shall be paid at the hourly rate of the employee as of June 30, 2019 to the employee or his/her beneficiary under such conditions of separation from service, i.e., City

paid retirement, duty disability retirement or death. Para-Educators hired after July 1, 2007 shall be entitled to payment for banked sick leave, under the condition specified above; provided however, that payment shall not exceed one-half (1/2) of the employee's total sick leave banked.

Banked sick leave above the maximum payout allotment may be used only if an employee is going to have unpaid days during the qualifying period for short-term disability. Any employee that has exhausted all PTO in any given year may apply to the Superintendent to use up to ten (10) excess banked sick days (previously accrued sick days in excess of the day limitation paid upon a qualified separation) to attend to a member of the employee's immediate family (spouse, child, step-child, mother, father, other blood/step relative or ward) who are seriously ill and can't be cared for otherwise. The Superintendent shall grant or deny the use of such excess banked sick days as program and student needs dictate.

For the purposes of this section, a day shall be defined as the number of hours the employee was regularly scheduled as of the date of ratification.

- D. As soon as practicable after the date of ratification, the District and Union shall work collaboratively to memorialize the agreed to amounts of accrued sick leave to be banked for each employee. To this end, in their first paycheck following the signing of this agreement, employees will first receive notification via a purple form of what the District believes is the amount of sick time to be banked. The employee will be given fifteen (15) calendar days to sign in agreement or dispute the amount asserted by the District. Employees who fail to respond to the initial notice shall be sent a second notice via e-mail with the Union President copied advising the employee that failure to agree to the asserted amount within the following fifteen (15) calendar days will result in the number asserted by the District as being considered final and not subject to further dispute, including through the grievance process. If an employee does not agree with the amount asserted by the District, the District shall meet with the employee and reconcile the amount with the employee. Such payout shall occur within thirty (30) calendar days from the date of retirement, duty disability retirement or death. NOTE: There will be no contribution of sick days to the sick bank in January 2020 as a result of this agreement.
- E. An incentive pool shall be established at \$500.00 per budgeted full-time position (currently 310) annually and funded annually for the purposes of purchasing any unused PTO time at the end of the school year. At no time, regardless of the number of budgeted positions, shall the funding for the incentive pool be less than \$140,000.00. All 13 PTO days are eligible for purchase under the incentive pool. All full-time Para-Educators are eligible to have unused PTO time purchased. The pool will be distributed proportionately based on the following calculation: For 310 employees, the funding would be \$155,000.00 divided by the total number of unused PTO hours for all Para-Educators at the end of the school year. This will determine the dollar amount each hour is worth when purchased. Then multiply the dollar amount established in the previous sentence by the hours of unused PTO time the employee has unused at the end of the school year.

The examples below are based on an employee scheduled for six (6) hours per day.

Example:

Total number of unused PTO hours for all Para-Educators at the end of the school year: 14,880

$\$155,000.00 / 14880 = \$10.41$  per hour purchased.

Employee A took 1 day of their 13 days. They have 12 days or 72 hours to be purchased. Based on the \$10.41 per hour purchase rate, that Para-Educators would receive \$749.52 from the District.

Employee B took 3 days of their 13 days. They have 10 days or 60 hours to be purchased. Based on the \$10.41 per hour purchase rate, that Para-Educators would receive \$624.60 from the District.

Employee C took 6 days of their 13 days. They have 7 days or 42 hours to be purchased. Based on the \$10.41 per hour purchase rate, that Para-Educators would receive \$437.22 from the District.

- F. The value of PTO hours bought back will be paid as an employer contribution to the employee's 403(b), Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA) which will be selected by the employees. Such contribution shall be made annually no later than June 30<sup>th</sup>. No later than May 1<sup>st</sup> each year, employees shall provide notification via a District form to the payroll department as to which account they have selected to receive the funds. In the event an employee has not designated an account by May 1<sup>st</sup>, the District shall schedule to meet with the employee for account designation. Subsequent to the initial selection, the District shall continue to deposit its buyback payment into the option selected by the employee should the employee not submit the District's form by May 1<sup>st</sup> of each year. Para-Educators are encouraged to establish this option as soon as possible for the initial year, but not later than May 1<sup>st</sup>.
- G. Para-Educators shall be granted electronic access to view their PTO days and any banked accrued time when the District upgrades its Human Resources systems.
- H. The District shall provide short-term and long-term disability insurance to the employee. The terms of the coverage include:

#### Short Term Disability (STD) Coverage

1. Benefits will be paid following a waiting period of 14 consecutive calendar days from the date of injury or illness, subject to eligibility.
2. The duration of coverage shall be not more than 26 weeks from the original date of illness or injury.
3. The benefit paid shall be sixty percent (60%) of the Para-Educator's gross wages.
4. It is recognized that this is a guarantee of income and the provider shall deduct any qualified income from payments received.
5. The District shall add the individual cost of the disability insurance to the gross wages reported on each employee's W2 to ensure that the disability payments received are tax free.

#### Long-Term Disability (LTD) Coverage

1. Commences at the expiration of short-term disability coverage after 26 weeks, subject to eligibility.
2. The Para-Educators shall receive 60% of their gross wages, for not more than two (2) years from the original date of injury or illness if the they cannot do the material tasks of their occupation;
3. The Para-Educators will continue to receive 60% of their gross wages, after two (2) years if the Para-Educators is deemed "totally disabled."
4. Coverage will make up the difference between 60% of their gross wages, and receipt of any "Social Benefit" or income from other work until reaching Social Security Normal Retirement Age.

5. It is recognized that this is a guarantee of income and the provider shall deduct any qualified income from payments received.
6. The District shall add the individual cost of the disability insurance to the gross wages reported on each employee's W2 to ensure that the disability payments received are tax free.

The benefits identified in this article are based on the bargaining unit transitioning from sick leave and personal time to Paid Time Off (PTO.) Accordingly, the parties agree that if the District proposes at any time in the future to diminish any of the benefits contained herein, the parties shall immediately revert to the Sick Leave, Sick bank, and Personal Leave/Incentive Day benefits, without short or long term disability, in effect as of June 30, 2019.

## **ARTICLE 12**

### **UNION BUSINESS**

- A. The District agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time, without loss of pay, during regular working hours, for the purpose of processing grievances, provided such time away from work does not interfere with the work of the departments involved. Such time shall not be withheld unreasonably. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.
- B. With the exception of processing grievance matters and negotiating contracts, the Union will not be allowed to transact any business on District time. The Union representative shall be allowed reasonable periods of time on District time for the handling of such grievances. The District is under no obligation to pay the representative for time spent in grievance matters when he or she is not scheduled for work.
- C. The Union representative shall ask the immediate supervisor for permission to leave the job to investigate and adjust grievances, and such permission shall be granted without unreasonable delay. It is further agreed that this provision shall be limited to periods of regular pay.
- D. The District and its agents agree not to interfere with, restrain, coerce or discriminate against any of its employees because of membership in the Union. Likewise, neither the Union nor its agents shall interfere with, restrain or coerce employees into Union membership.
- E. Time lost by representatives of the Union on grievance settlements or negotiations during the normal workday shall be paid for by the District as provided in RSA 273-A 11.
- F. Employees elected as delegates to the AFSCME International Convention, AFSCME Council 93 Convention/Legislative Conference or the NH State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed one (1) workday per year. This leave of absence shall be granted to a maximum of two (2) Union employees from the District to attend the above-mentioned conventions.

**ARTICLE 13**  
**BEREAVEMENT LEAVE**

- A. Five (5) consecutive days leave of absence because of death in the immediate family of the Para only, provided, however, that two (2) of these days may be reserved for dealing with matters arising out of settling the decedent's estate to be used at any time with at least five (5) days' notice. Immediate family is hereby defined to mean spouse, parents, past and present legal guardians, children, brothers, sisters, mother-in-law or father-in-law, or a relative or ward residing in the same house. In addition to the leave of absence provided for the immediate family as defined herein, the Para is entitled to one (1) day of leave to attend the funeral of a relative not listed in the preceding sentence. No distinction shall be made between blood or step relations.
- B. Under extenuating circumstances, two (2) additional days with pay may be granted under Section A with the written approval of the Superintendent or his/her designee, such days to be charged to the employee's PTO.
- C. Under no circumstances shall Bereavement Leave be paid on an overtime basis.

**ARTICLE 14**  
**MATERNITY LEAVE**

Maternity Leave shall be granted in accordance with State and Federal Law and Regulations, as Amended from time to time.

**ARTICLE 15**  
**MILITARY SERVICE**

Military service shall be governed by existing State and Federal laws.

**ARTICLE 16**  
**JURY DUTY**

- A. An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.
- B. Employees who are called to jury duty and who are excused from the jury duty for a day, or days, shall report to their regular work assignments as soon as possible after being excused.

**ARTICLE 17**  
**EDUCATION INCENTIVE REIMBURSEMENT**

- A. An Education Incentive Reimbursement policy is hereby continued for bargaining unit members, in accordance with the policies and procedures contained in the following section.

- B. Employees who wish to receive reimbursement for courses at accredited colleges which directly relate to their current positions and which are approved in advance of the start of the course must request reimbursement on forms to be provided by the Human Resource Department. In order to be eligible for reimbursement the course must: (1) relate to the current duties and classification of the employee; (2) be submitted in advance of the starting date of the commencement of the course; (3) be approved as relating to the employee's job by the employee's supervisor and the Superintendent of Schools or his designee; (4) be approved by the Human Resource Department prior to the start of the course.
- C. The District shall pay not more than 75% (seventy-five percent) of the cost of tuition, books and materials for a course or courses for an individual, but not to exceed the maximum amount of \$825.00 (eight hundred twenty-five dollars) in the fiscal year. Course reimbursement is limited to the total amount of budgeted funds for this purpose.
- D. The total budgeted amount for Tuition Reimbursement shall be twenty thousand dollars (\$20,000.00). In addition, the District shall allocate at least four thousand dollars (\$4,000.00) annually for staff development activities to be spent on in-service programs for Para-Educators that are needed for the implementation of school District goals. The Superintendent or his/her designee shall administer these funds.
- E. Para-Educators who avail themselves of the tuition reimbursement benefits above and who leave the District within two (2) years shall be responsible to reimburse the District for tuition reimbursement payments.
- F. Once every quarter, upon request from the Union, the District will provide a status report of the education incentive reimbursement fund to the Union, within thirty (30) days of the request.

## **ARTICLE 18**

### **LIFE INSURANCE**

- A. Effective upon the date of ratification of this agreement, the District shall establish a Life Insurance fund to pay a survivor's benefit of an amount equal to the employee's last yearly base pay, but not to exceed \$50,000.00 (fifty thousand dollars) to the named beneficiary of bargaining unit employees who die from any cause while employed by the District or within 60 (sixty) calendar days after retirement or resignation for health reasons. Such benefit shall be payable in a lump sum. Employees may elect to voluntarily carry additional life insurance coverage paid by the employee to the extent available by the carrier. Such life insurance shall be convertible.
- B. The District reserves in its sole and exclusive discretion the right to contract with a qualified insurance carrier of its' choosing to provide the above amount of benefits.

**ARTICLE 19**  
**HOSPITAL/MEDICAL/DENTAL INSURANCE**

- A. (1) The School District will pay eighty-five percent (85%) of the following District health plans not to exceed eighty-five percent (85%) of the HSA plan premium:
- (a) Lumenos Regional High deductible Health Saving Account (HSA) Plan; or Lumenos National High deductible Health Saving Account (HSA) Plan.
  - (b) Blue Cross/Blue Shield HMO Site of Service Access Blue New England (\$250.00); or
  - (c) Blue Cross/Blue Shield HMO Site of Service Access Blue New England (\$1,500.00); or
  - (d) Blue Cross/Blue Shield POS Site of Service Blue Choice New England (\$300.00); or
  - (e) Blue Cross/Blue Shield POS Site of Service Blue Choice New England (\$1,500.00)
- See Appendix B for details and limitations of covered plans.  
Please note the highlighted changes and the addition of new plans in the Statement of Benefits denoting changes to the plans contained in the prior contract.
- (2) The School District will pay eighty percent (80%) of the District's Delta Dental Insurance Plan (\*See Appendix C for details and limitations of covered plans.)
- B. It is agreed by all parties concerned that the District reserves and shall have the right to change health and/or dental insurance carriers provided that benefits are not decreased and the District maintains the premium cost sharing arrangement set forth in sections 1 and 2 above, to the extent permitted by law.
- C. An employee eligible for group health insurance who is covered by his/her spouse's group health insurance through his/her employer (other than the City or school District) or has other existing health insurance, may elect to receive an incentive of five hundred dollars (\$500.00), in lieu of carrying duplicate coverage through the District. Proof of group insurance is required on an annual basis.
- D. Bargaining unit employees will be afforded the entire pre-Tax Flex Spending Account (FSA) during open enrollment periods to the extent permitted by law.
- E. Bargaining unit members shall be required to sign a letter of intent to return the following school year and if they fail to do so, they will be responsible to repay the District for its actual premium costs from the end of the school year to termination of coverage. The District shall have the right to pursue any recourse available should the bargaining unit member refuse or neglect to reimburse the District.



**ARTICLE 20**  
**SAFETY IN THE WORKPLACE**

- A. The School District shall have the right to make regulations for the safety and health of its employees during their hours of employment such as the "Personnel 206 Paraprofessional Safety Guidelines." Representatives of the School District and the Union may meet once in (90) ninety days at the request of either party, to discuss such regulations. The Union agrees that its members who are employees of the School District will comply with the District's rules and regulations relating to safety, economy and efficiency of services to the School District and the public.
- B. The Union and its members agree to exercise proper care of all School District property issued or entrusted to them during their working hours.
- C. Para-Educators shall be permitted to access student records and IEPs to the extent necessary and permitted by law and subject to the District's policies relative to educational record sign out and review in designated locations. This access is subject to FERPA's need to know requirement if it involves a student's educational records.
- D. Para-Educators shall receive the training as deemed appropriate and necessary by the District for their assigned students.
- E. Para-Educators shall not restrain students unless properly trained. All restraints must be carried out in accordance with the law. The District shall update the Para-Educators on any changes to the law and provide any training required to meet the law's requirements.
- F. The union may designate representative(s) to the District's Joint Loss Management Committee in accordance with the law.
- G. The Parties agree to follow the safety guidelines set forth in District policies and any amendments thereto, however, alleged or perceived violations of such District policies may be grieved up to the Superintendent's level of the parties' grievance procedures. The Superintendent's decision shall be final and binding.
- H. The Parties agree to establish a study committee no later than 30 days after the ratification of this agreement to review District Paraprofessional Safety Guidelines personnel policy 206 and provide amendment recommendations to the BOSC. The committee shall include at least two (2) bargaining unit members appointed by the Union and two (2) District committee members appointed by the District.
- I. To the extent practicable, Para-educators will not be left alone with student(s) in a classroom for more than fifteen minutes, however, alleged or perceived violations may be grieved up to the Superintendent's level of the parties' grievance procedures. The Superintendent's decision shall be final and binding.
- J. Para-Educators may request access to copies of incident reports initiated by or involving them as a Para-educator, provided they are not accused of any wrongdoing, unless disciplinary action results.

## **ARTICLE 21**

### **BULLETIN BOARDS**

The District shall provide space on the bulletin boards for the posting of notices of the District Addressed to the employees and notices of the Union addressed to the members. The District shall locate its bulletin boards at convenient places within each school. No Union notice shall be posted in or around the District's property except on such boards and no notice shall be posted until it has been signed either by the President or Secretary of the Union with the approval of the School Superintendent or his/her designated representative.

## **ARTICLE 22**

### **DISCIPLINARY PROCEDURES**

- A. All disciplinary actions shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken. During an investigation of allegations of misconduct, the District shall have the option to place an employee on paid administrative leave until the investigation is completed.
- B. All suspensions and discharges must be stated in writing and the reason stated and a copy given to the employee(s) and the Union, at the time of suspension or discharge.
- C. Disciplinary actions will normally be taken in the following order:
  - (1) Verbal warning
  - (2) Written warning
  - (3) Suspension without pay
  - (4) Demotion
  - (5) Discharge

However, the above sequence need not be followed if an infraction is sufficiently serious to merit a more severe corrective measure.

- D. No non-probationary employee shall be disciplined without proper cause.

## **ARTICLE 23**

### **STRIKES AND-LOCKOUTS PROHIBITED**

Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, staying, stay-out, sick-in, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operation of the Manchester School District or the City of Manchester during the term of this agreement including any hiatus period thereafter.

## **ARTICLE 24**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

A "grievance" is a claim based upon the interpretation, meaning or application of specific provisions of this agreement. Only claims based upon the interpretation, meaning or application of specific provisions of this agreement shall constitute grievances under this article.

#### **B. PURPOSE**

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

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this agreement and the Union has been given the opportunity to be present at such adjustment and to state its views.

#### **C. PROCEDURE**

##### **(1) STEP 1 - Employee Submission**

An employee having a grievance must discuss the grievance with the employee's immediate supervisor within ten (10) workdays from the date of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. Such grievance should be discussed between the employee, the immediate supervisor and with a Union representative in attendance.

In the event of a suspension without pay or a discharge from employment the above step will be by-passed and the grievance shall be submitted to the Step 2 level of this procedure.

##### **Immediate Supervisor**

The immediate supervisor shall give an answer in writing within ten (10) working days or the grievance shall be considered as having been denied and the Union may proceed to the next step.

##### **(2) STEP 2 - School Superintendent or Designee**

If the grievant or the Union disagrees with the decision of the immediate supervisor and desires to proceed with the grievance, then such grievance must be submitted in writing to the School Superintendent (or his designee) within ten (10) workdays from the date the written decision of the immediate supervisor was received by the union president, however in no event shall it be longer than fifteen (15) workdays after the date the decision was rendered. Such written grievance shall list the Article(s) and Section(s) alleged to have been violated, the specific grievance and the remedy desired.

The School Superintendent (or his designee) shall render his/her decision no later than ten (10) workdays from the date of receipt of the grievance or the grievance shall be considered as having been denied and the Union may proceed to the next step.

(3) STEP 3 - Pre-Arbitration Step

If the Union is not satisfied with the disposition of the grievance by the school superintendent or his designee, it may submit the grievance in writing to pre-arbitration within ten (10) working days after the Superintendent's (or designee's) decision, or, if no decision is rendered, within fifteen (15) working days after the grievance was submitted to the Superintendent (or his designee).

A representative of the Union, the grievant and two (2) representatives of the School District shall meet "in informal sessions" within ten (10) workdays after the Union makes a request for such a meeting, the purpose of which is to determine if the grievance can be settled without arbitration.

(4) STEP 4 - Arbitration

If no settlement is reached as a result of the Step 3 meeting, the Union may submit a request in writing to arbitration, such action to be filed no later than twenty (20) working days after the pre-arbitration meeting.

D. GRIEVANCE MEDIATION

(1) Grievance Mediation can take place in the grievance procedure at any time if agreed by both parties. Either party may submit a request to the other requesting Grievance Mediation. Mediation services through the Federal Mediation and Conciliation Services shall be used.

E. (1) SELECTION OF ARBITRATION

The Union may submit in writing a request to the P.E.L.R.B. to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations within twenty (20) workdays after the Pre-arbitration meeting. If the union fails to submit such written request for the appointment of an arbitrator to the P.E.L.R.B. within said twenty (20) workdays; the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(2) The decision of the Arbitrator shall be binding upon both parties.

(3) The costs for the services of the Arbitrator will be borne by the losing party. The Arbitrator shall designate the losing party.

(4) The Arbitrator shall have no authority to hold a hearing on more than one grievance at any hearing unless both Management and the Union mutually agree to the submission of multiple grievances to one Arbitrator.

(5) The Arbitrator shall have no authority to render a decision, which requires the payment of retroactive wages, or adjustments, which extend prior to the date a grievance, has been submitted to arbitration.

(6) The Arbitrator shall have no authority to alter in any way the terms and conditions of this agreement and shall confine the decision to a determination of the facts and an interpretation and application of this agreement.

F. (1) A grievance by the School Superintendent shall be presented in writing to the Union President and shall be discussed at a meeting to be held within five (5) working days after the grievance is presented.

(2) If a satisfactory agreement is not reached at the meeting as stated above then the School Superintendent may proceed within ten (10) working days of said meeting to present the grievance to arbitration in accordance with Section C (4) and Section D of the grievance procedure.

G. If said grievance is not reported and/or processed within the time limits set forth in Sections C, D and E the matter shall be dismissed, and no further action shall be taken with respect to such grievance.

H. The above-time limits may be extended or by-passed by mutual written agreement of the parties.

## **ARTICLE 25**

### **GENERAL**

A. Upon completion of their probationary period, Para-Educators shall be reimbursed all costs associated with fingerprinting and criminal background checks. This amount shall not include any payment for time, mileage, transportation, postage etc.

B. The District will post an accessible copy of this Agreement on the District website for the reference of bargaining unit members. The parties agree the Union shall receive an original copy of the signed Agreement.

C. The District agrees to provide for a payroll deduction slot for an insurance program, subject to approval by the School Finance Department.

D. The Union agrees to adhere to the FMLA Policy adopted by the BOSC.

E. The District shall seek input from the union president regarding the school calendar for the upcoming school year.

## **ARTICLE 26**

### **RETIREMENT**

Para Educators who retire with twenty (20) years of service in the Manchester School District shall receive at the time of separation a payment of five thousand dollars (\$5,000.00), provided they give notice of their intent to retire, at least three months prior to their date of retirement. In the case of disability retirement, they shall give notice no later than the date that they apply for disability retirement.

## **ARTICLE 27**

### **STABILITY OF AGREEMENT**

- A. Should any article, section or portion thereof of this agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof, specified in the decision. The parties to this agreement agree to meet to negotiate only on the specific article or section, or portion thereof, which has been declared invalid or unenforceable, but neither party is required to make a concession in order to reach agreement on the specific article or section in question.
- B. This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

## **ARTICLE 28**

### **LEAVE OF ABSENCE**

The Board of School Committee may authorize special leaves of absence with or without pay for any period or periods not to exceed one calendar year for the following purposes: Attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the District; urgent personal business requiring the employee's attention for an extended period, such as settling estates, liquidating a business, serving on a jury and attending court as a witness; and for purposes other than the above that are deemed beneficial to the District.

## **ARTICLE 29**

### **DELAYED SCHOOL OPENINGS, EARLY RELEASE AND EARLY DISMISSAL**

- A. In the event there is a delay in opening any school or schools for a regular school session then employees in those schools who appear for work at their assigned times or at the time indicated for the delayed opening shall be paid for appearing for work not more than two hours pay at their regular hourly rate. Such delayed opening time shall not be required to be made up at a later time without pay.
- B. In the event the morning and/or afternoon preschool program is cancelled, preschool Para-Educators(s) may request the opportunity to be utilized in existing vacancies within their assigned building.
- C. In the event an employee has scheduled in advance PTO which falls during a delayed opening, early release or early dismissal, the employee will be charged the PTO time scheduled and the District shall pay the employee for the remaining scheduled hours.

- D. Elementary Para-Educators who voluntarily attend an open house for at least an hour at their school shall receive a full day's pay on the next early release day.

### **ARTICLE 30**

### **SNOW AND EMERGENCY DAYS**

- A. Annually, employees shall be paid up to five (5) snow days when a full day of school is cancelled. Such time shall not be required to be made up at a later time without pay.
- B. In the event a school or schools are closed due to unforeseen circumstances, employees shall be paid their regularly scheduled number of hours, provided they do not refuse a District directed reassignment for the period of time during which the school or schools are closed due to unforeseen circumstances.

### **ARTICLE 31**

### **MEDICAID TO SCHOOLS**

- A. To facilitate the required Medicaid to Schools reporting, Para-educators shall be provided up to thirty (30) minutes each work week. If the Para-educator is unable to make time in their regular workday, they may, with the approval of the principal or their designee, be provided up to thirty minutes of additional paid time each work week to input the required documentation.
- B. Annually, the District will convene a Medicaid to School group to get feedback on how to allocate any revenues collected via the Medicaid to Schools programs. This group will be convened by the Executive Director of Student Services and Wellness and shall include two Para-educators among its membership. Included among the topics of discussion will be Para-educator professional development trainings for the coming year. The Executive Director of Student Services and Wellness and/or their designee may accept, reject, add or alter the suggestions based on fiscal impact, availability of personnel, perceived need and the District's ability to provide.

### **ARTICLE 32**

### **TERMINATION**

- A. Upon ratification by the respective parties, this Agreement shall be in effect from the date of ratification through June 30, 2024, with effective dates for specific provisions as stated in the various Articles.
- B. Automatic one-year extensions of this agreement will commence on June 30, 2024 and shall continue for consecutive annual terms (effective each 30th of June) unless written notice is given by either party by December 1 of the preceding year to bargain a successor agreement. Once notice of intent to bargain a successor agreement is given, this process of automatic extensions shall cease and the Agreement shall terminate on the following 30th of June.
- C. In the event the agreement automatically extends, employees will receive a wage increase not to exceed the C.P.I. tax cap percentage utilized by the City of Manchester in lieu of all other salary increases. Should the District suffer non-tax revenue losses that count against the C.P.I. tax cap, the employees shall receive a pay raise equal the net percentage increase in available property tax

revenues. The "net percentage increase" is defined by the subtraction of any non-property tax revenue losses from the prior fiscal year from the increase in property tax revenue allowed under the tax cap.

D. This contract is formally agreed to and signed this date: \_\_\_\_\_ by the following who hereby declare they are duly authorized to sign.

For the Board of School Committee:

By: [Signature] Chairperson

Date: 3/26/20

By: [Signature] Vice Chair

Date: 3/26/20

Witnessed by: \_\_\_\_\_

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

For AFSCME, Local 3912:

By: [Signature] President

Date: 3/26/2020

By: [Signature] Field Service Director

Date: 3/26/2020

Witnessed by: \_\_\_\_\_

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



**APPENDIX A**  
**JOB TITLES AND INITIAL PAY RATES**

<u>JOB TITLE</u>	<u>INITIAL PAY RATE</u>
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*Para-Educators*

Para-Educators I:	\$12.00/hr.
Para-Educators II:	\$13.20/hr.
Behavioral Support Technician (BST):	\$15.00/hr.
Para-Educators Trainer:	\$15.00/hr.

These entry level pay rates will increase in each subsequent year of the contract by the amount of the COLA granted in Article 7.

*Note: See attached job descriptions*

# APPENDIX B LUMENOS REGIONAL HIGH DEDUCTIBLE HEALTH SAVING ACCOUNT



## BlueChoice™ New England Regional HSA (NH, VT, MA, ME, CT and RI)

### Lumenos Plan Summary

The Lumenos® with 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.

#### Your Lumenos with HSA and Rewards Plan

**First - Use your HSA to pay for covered services:**  
**Health Savings Account**

With the Lumenos with Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA. 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

The annual contribution maximum set by the U.S. Treasury and IRS:

##### 2013

\$3,250 individual coverage  
\$6,450 family coverage

##### 2014

\$3,300 individual coverage  
\$6,550 family coverage

Note: Rollover funds are not subject to these limits.

**Plus - To help you stay healthy, use:**

#### Preventive Care

100% coverage for nationally recommended services.

#### Preventive Care

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

**Then -**

#### Your Deductible

The deductible is the annual amount you pay - using your HSA or out-of-pocket - before you reach the traditional health coverage portion of the plan.

#### Annual Deductible Responsibility

##### In Network

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

\*This plan includes a family deductible, which means that the medical expenses of all family members count toward the deductible. Once the full deductible has been satisfied, all family members are covered under the Traditional Health Coverage portion of the plan.

**If needed -**

#### Traditional Health Coverage

After you meet your deductible, you pay coinsurance (a percentage of the provider's charges) when you visit a network provider. You'll pay more if you visit an out-of-network provider. Your traditional health coverage begins:

#### Traditional Health Coverage

After your deductible, the plan pays:

100% for network providers

70% for out-of-network providers

After your deductible, your coinsurance responsibility is:

0% for network providers

30% for out-of-network providers

#### Rx, Lab and Mail

Deductible and Coinsurance up to your annual out-of-pocket maximum

#### 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 benefit year.

#### Annual Out-of-Pocket Maximum

##### Network Providers

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

##### Out-of-Network Providers

\$4,000 individual coverage  
\$8,000 family coverage

Your annual out-of-pocket maximum consists of your annual deductible responsibility and your coinsurance amounts.

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## Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. The health information you provide is strictly confidential.
- **Health Coaching Programs:** If you qualify for one of our health coaching programs, you'll receive one-on-one assistance from a registered nurse to help you manage a health condition. Health conditions may include, but are not limited to, diabetes, asthma, high blood pressure, heart disease and pregnancy.
- **Tobacco-Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes phone counseling support, online tools, and nicotine-replacement therapy coverage.
- **Healthy Weight Program:** Our Healthy Weight Program provides personalized online and phone support to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of trained health professionals with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program.

## Summary of Covered Services

### Preventive Care

Anthem's Lumenos with HSA plan covers preventive services<sup>1</sup> recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices 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 help prevent avoidable premature injury, illness and death.

All preventive services received from a 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. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

#### Child Preventive Care

Office Visits for preventive services  
Screening Tests for vision, hearing, and lead exposure.  
Also includes pelvic exam and Pap test 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 for preventive services  
Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test.  
Immunizations:  
Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer

<sup>1</sup>Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits. SISA1137P1 (Core SISA1137PY)

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BlueChoice™ New England Regional HSA  
(NH, VT, MA, ME, CT and RI)  
Lumenos Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos with 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 shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

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

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services  
(network coinsurance applies to both network and out-of-network)
- 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.<sup>2</sup> With Anthem's Lumenos with HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home health care services are limited to 100 visits per member per calendar year.
- Durable Medical Equipment: unlimited per member per contract year.
- Chiropractic Visits: Limited to 12 visits per member per contract year.
- Physical Therapy, Occupational Therapy, and Speech Therapy: up to a combined maximum of 60 visits per member per contract year.
- Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
- Inpatient hospitalizations require authorizations.
- Routine Vision: Limited to one per member per calendar year.
- Your Lumenos HSA plan includes a lifetime maximum of unlimited.

<sup>2</sup> Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.

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BlueChoice™ New England Regional HSA  
(NH, VT, MA, ME, CT and RI)  
Lumenos Plan Summary

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.

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

Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Master Contract, Certificate and Cost Sharing Schedule. In the event of a conflict between the Group Master Contract and this description, the terms of the Certificate will prevail. 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 benefits levels may vary.

Additional limitations and exclusions may apply.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.

Anthem Blue Cross and Blue Shield is the trade name for the following: In Connecticut: Anthem Health Plans, Inc. In Maine: Anthem Health Plans of Maine, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. Independent licensees of the Blue Cross and Blue Shield Association. ® Anthem and Lumenos are registered trademarks. ® Blue Cross and Blue Shield names and symbols are registered trademarks of the Blue Cross and Blue Shield Association.

SISA1137P1 (Core SISA1137PY) Manchester School District  
7/1/13 version 5/15/13

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If you have questions, please call toll-free 1-800-870-3122.

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APPENDIX **B**  
LUMENOS NATIONAL HIGH DEDUCTIBLE HEALTH SAVING ACCOUNT



## Lumenos National HDHP Plan Summary

Manchester School District 7/1/13 SISA258PN6 (core SISA258PN4) Version 5/15/13

The Lumenos ® with 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.

### Your Lumenos HDHP Plan

**First - Use your HSA to pay for covered services:**

**Health Savings Account**

With a Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA. 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**

The annual contribution maximum set by the U.S. Treasury and IRS:

2013

\$3,250 individual coverage

\$6,450 family coverage

2014

\$3,300 Individual coverage

\$6,550 family coverage

Note: Rollover funds are not subject to these limits.

**Plus - To help you stay healthy, use:**

**Preventive Care**

100% coverage for nationally recommended services.

**Preventive Care**

No out-of-pocket costs for you as long as you receive your preventive care from a network provider. If you choose to go to an out-of-network provider, your deductible or traditional health coverage benefits will apply.

**Then -**

**Your Deductible**

The deductible is the amount you pay – using your HSA dollars or out of your pocket – before you reach the traditional health coverage portion of the plan.

**Annual Deductible Responsibility**

\$2,000 individual coverage

\$4,000 family coverage\*

\* This plan includes a family deductible, which means that the medical expenses of all family members count toward the deductible. Once the full deductible has been satisfied, all family members are covered under the Traditional Health Coverage portion of the plan.

**If needed -**

**Traditional Health Coverage**

Similar to a PPO, once the deductible has been met, you pay coinsurance (a percentage of the provider's charges) when visiting an out-of-network provider. When visiting network providers, you and your family members are covered at 100% once your deductible and coinsurance have been satisfied.

**Traditional Health Coverage**

After your deductible, the plan pays:

100% for network providers

70% for out-of-network providers

After your deductible, your coinsurance responsibility is:

0% for network providers

30% 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**

**Network Providers**

\$2,000 individual coverage

\$4,000 family coverage

**Out-of-Network Providers**

\$4,000 individual coverage

\$8,000 family coverage

Your annual out-of-pocket maximum consists of your annual deductible responsibility and your coinsurance amounts.

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

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## Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. The health information you provide is strictly confidential.
- **Health Coaching Programs:** If you qualify for one of our health coaching programs, you'll receive one-on-one assistance from a registered nurse to help you manage a health condition. Health conditions may include, but are not limited to, diabetes, asthma, high blood pressure, heart disease and pregnancy.
- **Tobacco-Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes phone counseling support, online tools, and nicotine-replacement therapy coverage.
- **Healthy Weight Program:** Our Healthy Weight Program provides personalized online and phone support to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of trained health professionals with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program.

## Summary of Covered Services

### Preventive Care

Anthem's Lumenos with HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices 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 help prevent avoidable premature injury, illness and death.

All preventive services received from a 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. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

### Child Preventive Care

#### Office Visits for preventive services

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam and Pap test 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 for preventive services

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

#### Immunizations:

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

*Red*

### Summary of Covered Services (Continued)

#### Medical Care

Anthem's Lumenos with 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 shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

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

- |   |   |
|---|---|
| • Physician Office Visits   | • Maternity Care                                      |
| • Inpatient Hospital Services   | • Chiropractic Care                                   |
| • Outpatient Surgery Services   | • Prescription Drugs                                  |
| • Diagnostic X-rays/Lab Tests   | • Home Health Care and Hospice Care                   |
| • Emergency Hospital Services<br>(network coinsurance applies to both network and out-of-network) | • Physical, Speech, and Occupational Therapy Services |
| • Inpatient and Outpatient Mental Health and Substance Abuse Services                             | • Durable Medical Equipment                           |

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

- Skilled nursing facility services limited to 100 days per calendar year.
- Home health care services are limited to 100 visits per calendar year.
- Durable Medical Equipment: unlimited per member per contract year.
- Chiropractic Visits: Limited to 12 visits per member per contract year.
- Physical Therapy, Occupational Therapy, and Speech Therapy, up to a combined maximum of 60 visits per member per contract year.
- Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
- Inpatient hospitalizations require authorizations.
- Routine Vision: Limited to one per member per calendar year.

Your Lumenos HSA plan includes a lifetime maximum of unlimited.

Specific state mandates regarding limitations may apply.

\*For a complete list of exclusions and limitations, please refer to your Certificate of Coverage.

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## Lumenos HDHP Plan Summary

Manchester School District 7/1/13 SISA258PN6 (core SISA258PN4) Version 5/15/13

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail. 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.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. In Connecticut: Anthem Health Plans, Inc. In Georgia: Blue Cross and Blue Shield of Georgia, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In most of Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Access Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In most of Virginia (excluding Virginia excluding the city of Fairfax, the town of Vienna and the area east of State Route 123): Anthem Health Plans of Virginia, Inc. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSWI") underwrites or administers the PPO and indemnity policies. CompCare Health Services Insurance Corporation ("CompCare") underwrites or administers the HMO policies; and CompCare and BCBSWI collectively underwrite or administer the PPO policies. Independent licensees of the Blue Cross Blue Shield Association: @ ANTHEM and Lumenos are registered trademarks of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

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## Summary of Benefits – Plan Year

*This is only a brief summary of your coverage. Benefits apply when care is **medically necessary**. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.*

Service Received	Your Share of the Cost
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears</li> <li>Routine physical exam for babies, children and adults including family planning visits</li> <li>Routine hearing exam</li> <li>Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>)</li> </ul>	Covered in full
<b>Other Outpatient Care</b> <ul style="list-style-type: none"> <li>Medical exam, office surgery and anesthesia</li> <li>Early childhood intervention therapy services for children up to age 3</li> </ul>	\$20 per visit to your PCP \$30 per visit to any Specialist
<ul style="list-style-type: none"> <li>Diagnostic lab services at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>High cost diagnostic imaging such as MRI/CT Scans at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Outpatient surgery at Ambulatory Surgical Center at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Short term rehabilitative therapy- <i>physical, occupational, or speech (up to 60 visits, any combination, per member, per plan year)</i></li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Surgery at non-SOS facilities or a hospital outpatient department</li> </ul>	\$250 copay
<ul style="list-style-type: none"> <li>High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals</li> </ul>	\$250 copay
<ul style="list-style-type: none"> <li>Diagnostic lab services at non-SOS facilities or hospitals</li> </ul>	\$50 copay
<ul style="list-style-type: none"> <li>Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals</li> </ul>	\$125 copay
<b>Inpatient Care</b> (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> <li>Semi-private room and board</li> <li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy</li> </ul>	\$250 per member / \$500 per family per plan year deductible
<b>Skilled Nursing Facility and Rehabilitation Facility Care</b> <i>(limited to 100 days for each per member, per calendar year)</i>	
<b>Durable Medical Equipment (DME)</b> <i>Unlimited</i>	Covered in full

APPENDIX B

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

**Services Not Covered**

• Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the subscriber certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthographic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sterilization reversal

**Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:**

• Injuries which are the responsibility of other parties • Services for which another insurance carrier or Medicare is primary • Services related to illegal conduct

**This is only a brief summary of your coverage.**

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122

† Access Blue New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

## Summary of Benefits – Plan Year

*This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.*

Service Received	Your Share of the Cost
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears</li> <li>Routine physical exam for babies, children and adults including family planning visits</li> <li>Routine hearing exam</li> <li>Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>)</li> </ul>	Covered in full
<b>Other Outpatient Care</b> <ul style="list-style-type: none"> <li>Medical exam, office surgery and anesthesia</li> <li>Early childhood intervention therapy services for children up to age 3</li> </ul>	\$20 per visit to your PCP \$30 per visit to any Specialist
<ul style="list-style-type: none"> <li>Diagnostic lab services at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>High cost diagnostic imaging such as MRI/CT Scans at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Outpatient surgery at Ambulatory Surgical Center at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Short term rehabilitative therapy- <i>physical, occupational, or speech (up to 60 visits, any combination, per member, per plan year)</i></li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Surgery at non-SOS facilities or a hospital outpatient department</li> </ul>	\$250 copay
<ul style="list-style-type: none"> <li>High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals</li> </ul>	\$250 copay
<ul style="list-style-type: none"> <li>Diagnostic lab services at non-SOS facilities or hospitals</li> </ul>	\$50 copay
<ul style="list-style-type: none"> <li>Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals</li> </ul>	\$125 copay
<b>Inpatient Care</b> (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> <li>Semi-private room and board</li> <li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy</li> </ul>	\$1,500 per member / \$3,000 per family per plan year deductible
<b>Skilled Nursing Facility and Rehabilitation Facility Care</b> <i>(limited to 100 days for each per member, per calendar year)</i>	
<b>Durable Medical Equipment (DME)</b> <i>Unlimited</i>	Covered in full

APPENDIX B

## Exclusions and Limitations

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

### Services Not Covered

- Any service that is not medically necessary
- Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met)
- Claims for services received more than 12 months ago
- Complementary and Alternative Therapies/Medicine
- Cosmetic surgery
- Custodial or convalescent care
- Educational testing and therapy
- Experimental and/or investigational services
- Hospitalization for conditions that are not covered
- Human organ transplants other than those listed in the subscriber certificate as covered benefits
- Mental health services which do not usually result in favorable modification through short-term therapy
- Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes
- Permanent dental restoration, orthographic and most oral surgery
- Personal comfort items
- Radial keratotomy or other surgery to correct vision
- Routine podiatry
- Services covered by government programs to the extent permitted by law
- Services for work-related illness or injury
- Sterilization reversal

### Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:

- Injuries which are the responsibility of other parties
- Services for which another insurance carrier or Medicare is primary
- Services related to illegal conduct

### This is only a brief summary of your coverage.

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122

† Access Blue New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

### Summary of Benefits – Plan Year

*This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full. However, if you receive services from a non-network provider, under Self Referred benefits, it is your responsibility to pay the difference between the MAB and the provider's charge.*

Service Received	Your Share of the Cost	
You do not need a referral from your Primary Care Provider. Your benefit is determined by whether you choose a provider in your designated network or an out-of-network provider.		
Preventive Care	In Network Benefits	Out of Network Benefits*
<ul style="list-style-type: none"><li>Immunization, lead screening, PSA (prostate screening), mammograms and PAP smears</li><li>Routine physical exam for babies, children and adults including family planning visits</li><li>Routine hearing exam</li><li>Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>)</li></ul>	Covered in full	Covered up to MAB  Subject to:  \$100 deductible per member, no more than \$300 per family per plan year
Other Outpatient Care		and
<ul style="list-style-type: none"><li>Medical exam, office surgery and anesthesia</li><li>Early childhood intervention therapy services for children up to age 3</li></ul>	\$25 per visit to your PCP \$35 per visit to any specialist	
<ul style="list-style-type: none"><li>Diagnostic lab services at SOS facilities</li><li>Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities</li><li>High cost diagnostic imaging such as MRI/CT Scans at SOS facilities</li><li>Outpatient surgery at Ambulatory Surgical Center at SOS facilities</li><li>Short term rehabilitative therapy - physical, occupational, or speech (<i>unlimited</i>)☺</li></ul>	Covered in full Covered in full  Covered in full Covered in full Covered in full	20% coinsurance up to \$400 per member, no more than \$1,200 per family per plan year  Out-of-pocket maximum \$500 per member, no more than \$1,500 per family per plan year
<ul style="list-style-type: none"><li>Surgery at non-SOS facilities or a hospital outpatient department</li><li>High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals</li><li>Diagnostic lab services at non-SOS facilities or hospitals</li><li>Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facility or hospitals</li></ul>	\$250 copay per visit  \$250 copay per visit  \$50 copay per visit \$125 copay per visit	Some benefits are subject to precertification requirements. Refer to your Subscriber Certificate for details. Call 1-800-531-4450 to precertify.
Inpatient Care (as a bed patient in an acute care hospital)		
<ul style="list-style-type: none"><li>Semi-private room and board</li><li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy.</li></ul>	\$300 deductible per member / \$600 deductible per family per plan year deductible	
Skilled Nursing Facility and Rehabilitation Facility Care		
( <i>limited to 100 days for each per member, per calendar year</i> )☺		
Durable Medical Equipment (DME)		
( <i>Unlimited</i> )☺	Covered in full	
Other Services		
<ul style="list-style-type: none"><li>Chiropractic visit (<i>12 visits per member per plan year</i>)</li><li>OB/GYN care (performed by an OB/GYN provider)<ul style="list-style-type: none"><li>Exam</li><li>Maternity care (routine prenatal, delivery and postpartum)</li></ul></li></ul>	\$35 per visit  \$25 per visit Subject to inpatient deductible	

APPENDIX B

## Exclusions and Limitations

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

### Services Not Covered

• Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/ Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the Subscriber Certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids (except for children under 19), eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthognathic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sterilization reversal

### Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:

• Injuries which are the responsibility of other parties • Services for which another insurance carrier or Medicare is primary • Services related to illegal conduct

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This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122.

☺ Any combination of benefits from either column count toward this maximum.

⌘ Services are covered up to the MAB. Out of network providers may bill you for amounts that exceed the MAB.

† BlueChoice New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

### Summary of Benefits – Plan Year

*This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full. However, if you receive services from a non-network provider, under Self Referred benefits, it is your responsibility to pay the difference between the MAB and the provider's charge.*

Service Received	Your Share of the Cost	
You do not need a referral from your Primary Care Provider. Your benefit is determined by whether you choose a provider in your designated network or an out-of-network provider.		
<b>Preventive Care</b> <ul style="list-style-type: none"><li>Immunization, lead screening, PSA (prostate screening), mammograms and PAP smears</li><li>Routine physical exam for babies, children and adults including family planning visits</li><li>Routine hearing exam</li><li>Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>)</li></ul>	<b>In Network Benefits</b>  Covered in full	<b>Out of Network Benefits*</b>  Covered up to MAB  Subject to:  \$100 deductible per member, no more than \$300 per family per plan year
<b>Other Outpatient Care</b> <ul style="list-style-type: none"><li>Medical exam, office surgery and anesthesia</li><li>Early childhood intervention therapy services for children up to age 3</li></ul>	\$25 per visit to your PCP \$35 per visit to any specialist	and
<ul style="list-style-type: none"><li>Diagnostic lab services at SOS facilities</li><li>Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities</li><li>High cost diagnostic imaging such as MRI/CT Scans at SOS facilities</li><li>Outpatient surgery at Ambulatory Surgical Center at SOS facilities</li><li>Short term rehabilitative therapy - physical, occupational, or speech (<i>unlimited</i>)☺</li></ul>	Covered in full Covered in full Covered in full Covered in full Covered in full	20% coinsurance up to \$400 per member, no more than \$1,200 per family per plan year  Out-of-pocket maximum \$500 per member, no more than \$1,500 per family per plan year
<ul style="list-style-type: none"><li>Surgery at non-SOS facilities or a hospital outpatient department</li><li>High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals</li><li>Diagnostic lab services at non-SOS facilities or hospitals</li><li>Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facility or hospitals</li></ul>	\$250 copay per visit  \$250 copay per visit  \$50 copay per visit \$125 copay per visit	Some benefits are subject to precertification requirements. Refer to your Subscriber Certificate for details. Call 1-800-531-4450 to precertify.
<b>Inpatient Care</b> (as a bed patient in an acute care hospital) <ul style="list-style-type: none"><li>Semi-private room and board</li><li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy.</li></ul>	\$1,500 deductible per member / \$3,000 deductible per family per plan year deductible	
<b>Skilled Nursing Facility and Rehabilitation Facility Care</b> ( <i>limited to 100 days for each per member, per calendar year</i> )☺		
<b>Durable Medical Equipment (DME)</b> ( <i>Unlimited</i> )☺	Covered in full	
<b>Other Services</b> <ul style="list-style-type: none"><li>Chiropractic visit (<i>12 visits per member per plan year</i>)</li><li>OB/GYN care (performed by an OB/GYN provider)<ul style="list-style-type: none"><li>Exam</li><li>Maternity care (routine prenatal, delivery and postpartum)</li></ul></li></ul>	\$35 per visit  \$25 per visit Subject to inpatient deductible	



## Exclusions and Limitations

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

### Services Not Covered

• Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/ Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the Subscriber Certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids (except for children under 19), eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthognathic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sterilization reversal

### Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:

• Injuries which are the responsibility of other parties • Services for which another insurance carrier or Medicare is primary • Services related to illegal conduct

### This is only a brief summary of your coverage.

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122.

☺ Any combination of benefits from either column count toward this maximum.

⌘ Services are covered up to the MAB. Out of network providers may bill you for amounts that exceed the MAB.

† BlueChoice New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan





APPENDIX C  
DELTA DENTAL

This chart represents the level of coverage for services performed by dentists who participate in the Delta Dental Premier network. Employees and their eligible dependents are free to visit *any* dentist, participating or nonparticipating. Visit our Web site at [www.nedelta.com](http://www.nedelta.com) for an updated list of participating dentists. Your Northeast Delta Dental program includes all of the following coverage categories. This chart is provided for summary purposes only; certain benefit limitations may apply. Please refer to your benefit booklet for complete benefit information. In the event of a conflict or discrepancy between the chart and either the group contract or the benefit booklet, the contract or benefit booklet will prevail.

**Manchester School District**

Group Number: 163

Coverage A Diagnostic/Preventive	Coverage B Basic Restorative	Coverage C Major Restorative
Deductible: \$0     There is no deductible on your dental program.		
Covered at 100% **	Covered at 60% **	Covered at 50% **
<b>Diagnostic:</b> Evaluations - once in a 6-month period  X-rays (Complete series or panoramic film) once in a 3-year period  Bitewing x-rays once in a 12-month period  X-rays of individual teeth as necessary  Oral cancer screening once in a 12-month period  <b>Preventive:</b> Cleanings once in a 6-month period  Fluoride once in a 12-month period to age 19  Space maintainers to age 16  Sealant application to permanent molars, once in a three year period per tooth for children to age 19	<b>Basic Restorative:</b> Amalgam (silver) fillings Composite (white) fillings (anterior teeth only)  <b>Oral Surgery:</b> Surgical and routine extractions  <b>Endodontics:</b> Root canal therapy  <b>Periodontics:</b> Periodontal cleaning (Maintenance procedures) <i>Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.</i>  Treatment of gum disease  <b>Denture Repair:</b> Repair of a removable denture to its original condition  <b>Emergency Palliative Treatment</b>	<b>Major Restorative:</b> Removable and fixed partial dentures (bridge); complete dentures  Rebase and reline (dentures)  Crowns  Onlays  Implants
Calendar Year Maximum: \$1,500 per person (Coverage A, B, and C combined)		

\*\*Benefit percentages shown are based upon the actual charge submitted to a maximum of the participating dentist's approved fees, or Delta Dental's allowance for nonparticipating dentists.

### **Delta Dental Premier Dentist Network**

You'll get the best value from your program when you receive your dental care from a Delta Dental Premier participating dentist:

▲ **No balance billing:** Because participating dentists accept Delta Dental's approved amount for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct payment:** Northeast Delta Dental pays the dentist directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit our web site at [www.nedelta.com](http://www.nedelta.com). Click on Locate a Dentist, then Local or National Dentist Directory. You can also call our Customer Service Department at 1-800-832-5700 or 603-223-1234.

### **Claim Submission Process for Participating Dentists**

▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you an Explanation of Benefits (EOB) detailing what has been processed under your program's coverage. You are responsible to pay any remaining balance directly to the dentist.

If you visit a non-participating dentist, you may be requested to bring a claim form that is available by calling Northeast Delta Dental or can be downloaded from [www.nedelta.com](http://www.nedelta.com). Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignments of benefits be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made. Payment for treatment performed by a non participating dentist will be limited to the lesser of the dentist's actual submitted charge or Delta Dental's allowance for non-participating dentists in the geographic area in which services are provided. It will be your responsibility to make full payment to the dentist. When there is not sufficient fee information available for a specific dental procedure, Northeast Delta Dental will determine an appropriate payment amount.



Northeast Delta Dental  
One Delta Drive  
P.O. Box 2002  
Concord, NH 03302-2002  
[www.nedelta.com](http://www.nedelta.com)

### **Predetermination of Benefits**

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the dentist.

### **Coordination of Benefits**

When a covered individual under this program has additional group dental coverage, the COB (Coordination of Benefits) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service department at 1-800-832-5700 or 603-223-1234.

### **Identification Card**

Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by everyone covered under the program.

### **Dental Plan Description Booklet**

You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

### **Who is Eligible**

All eligible employees and their dependents, defined as:

- (a) the spouse to whom the Subscriber is legally married; and/or
- (b) a child of the Subscriber or of the spouse of the Subscriber, by natural birth or legal adoption or a child in the process of adoption or guardianship, a foster child legally placed by order of a court or agency having competent jurisdiction and/or a stepchild, provided such child is under the age of twenty-six (26).

Qualified children are eligible regardless of student status and coverage will terminate when a child reaches the age of twenty-six (26). Children incapable of self-support because of physical or mental disability are eligible regardless of age; supporting documentation from a health-care provider may be requested. A newborn child is automatically covered for the first thirty-one (31) days following birth. Coverage will continue if the child is formally enrolled within the first (thirty-one (31) days following birth or the child may be enrolled thereafter at any open enrollment or as of the first day of the month following the month of the child's second birthday.

### **Guarantee Of Service Excellence™ Program**

Northeast Delta Dental is committed to providing extraordinary service to all its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

### **Claims Inquiry**

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or 603-223-1234. This information should be used only as a guideline for your dental benefits. For detailed information on your group's benefits, please refer to your Dental Plan Description booklet or consult your employer.

A handwritten signature in the bottom right corner of the page.