

AGREEMENT

BETWEEN THE

MANCHESTER BOARD OF SCHOOL COMMITTEE

AND THE

***ASSOCIATION of
MANCHESTER PRINCIPALS***

**Affiliated with Teamsters Local Union No. 633 of Manchester,
NH**

**ON BEHALF OF PRINCIPALS AND
ASSISTANT PRINCIPALS**

November 25, 2019– June 30, 2024

TABLE OF CONTENTS

ARTICLE NUMBER	TITLE/DESCRIPTION	PAGE
	PREAMBLE	03
ARTICLE ONE	RECOGNITION	03
ARTICLE TWO	NEGOTIATIONS PROCEDURE	03
ARTICLE THREE	STRIKES, SANCTIONS, RESIGNATIONS AND LOCKOUTS	04
ARTICLE FOUR	MANAGEMENT CLAUSE	04
ARTICLE FIVE	SALARIES	04
ARTICLE SIX	INSURANCE	05
ARTICLE SEVEN	PROFESSIONAL DEVELOPMENT	07
ARTICLE EIGHT	RETIREMENT SUPPLEMENT	07
ARTICLE NINE	EMPLOYMENT	07
ARTICLE TEN	ASSIGNMENT	11
ARTICLE ELEVEN	INDIVIDUAL CONTRACTS	11
ARTICLE TWELVE	INVOLUNTARY TRANSFER	12
ARTICLE THIRTEEN	VACANICES AND PROMOTIONS	13
ARTICLE FOURTEEN	EVALUATION	14
ARTICLE FIFTEEN	PERSONAL AND ACADEMIC FREEDOM	15
ARTICLE SIXTEEN	ASSOCIATION PRIVILEGES	15
ARTICLE SEVENTEEN	DUES DEDUCTION	16
ARTICLE EIGHTEEN	PAID TIME OFF AND DISABILITY COVERAGE	17
ARTICLE NINETEEN	TEMPORARY LEAVES OF ABSENCE	20
ARTICLE TWENTY	EXTENDED LEAVES OF ABSENCE	21
ARTICLE TWENTY-ONE	SABBATICAL LEAVE	22
ARTICLE TWENTY-TWO	GRIEVANCE PROCEDURE	23
ARTICLE TWENTY-THREE	GENERAL	27
ARTICLE TWENTY-FOUR	DURATION	28
APPENDIX A	SALARY SCHEDULE 2019-2024	
APPENDIX B	LONG TERM DISABILITY INCOME PLAN INDIVIDUAL CONTRACTS	
APPENDIX C	ANNUAL CONTRACT	
APPENDIX	LUMENOS REGIONAL HIGH DEDUCTIBLE HEALTH SAVINGS ACCOUNT	
APPENDIX	LUMENOS NATIONAL HIGH DEDUCTIBLE HEALTH SAVINGS ACCOUNT	
APPENDIX	BLUE CROSS/BLUE SHIELD 11 MO ACCESS BLUE NEW ENGLAND	
APPENDIX	BLUE CROSS/BLUE SHIELD POS BLUE CHOICE NEW ENGLAND	
	DELTA DENTAL	

PREAMBLE

The Manchester Board of School Committee and the Association of Manchester Principals affiliated with Teamsters Local Union No. 633 of Manchester, NH (Local 633) recognize that the development of a quality educational program for the children attending the public schools of Manchester is a joint responsibility that can be best achieved by agreement that all parties work toward common goals. The Manchester Board of School Committee and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community. The parties agree that this Preamble shall not be subject to any grievance or arbitration provisions hereinafter set forth.

The Manchester Board of School Committee (referred to hereinafter as the "Board") and the Association of Manchester Principals (referred to hereinafter as the "Association") agree as follows:

ARTICLE ONE RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative pursuant to provisions of New Hampshire RSA 273-A for all Secondary School Principals, Assistant Secondary School Principals, Middle School Principals, Assistant Middle School Principals, Elementary School Principals, and full-time Elementary School Assistant Principals of the Manchester School District, hereinafter referred to as "bargaining unit members". Excluded from recognition or coverage under this Agreement are the Superintendent, Assistant Superintendents, all administrative personnel, temporary help, attendance officers, social workers, all full-time workers on general projects and all other job classifications and employees of the Manchester School District, SAU No. 37. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those bargaining unit members in the job classifications set forth in the first sentence of this Article. Unless otherwise indicated, references to males include females.

ARTICLE TWO NEGOTIATIONS PROCEDURE

- A. The parties agree, in the interest of good faith effort to reach agreement, to negotiate on wages, hours and conditions of employment, other than those managerial policies referred to in RSA 273-A:I,XI, which are the exclusive prerogative of the Board.
- B. On or before January 31 preceding the expiration date of this Agreement, either party may notify the other party of its intent to negotiate the terms of successor agreement. By March 15 of the year of the expiration date of the contract, the parties shall meet to begin the collective bargaining process.
- C. The Board will, upon written request of the Association, within a reasonable period of time, make available to the Association such information as may be allowed by law, which is necessary for negotiations and the resolution of grievances.
- D. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board unless, and until, the necessary

appropriations have been made by the Board of Mayor and Aldermen.

- E. Disagreements over interpretations and applications of this Article shall be resolved either by arbitration, the PELRB or a court of competent jurisdiction. Use of one forum precludes use of the others by the party which makes the initial choice. Either party to this Agreement may exercise any right of appeal to a forum of competent jurisdiction.

ARTICLE THREE STRIKES, SANCTIONS, RESIGNATIONS AND LOCKOUTS

The Board and the Association desire uninterrupted services and, therefore, it is agreed that during the term of this Agreement hiatus, the Board shall not cause or sponsor any lockout, and the Association shall not cause, sponsor, encourage or condone any strikes, sanctions, wholesale resignations, job actions or any curtailment or interruption of the operations of the Manchester School District. Both parties agree that they will immediately disavow any such activity. If, at the expiration of the Agreement, the Board and the Association have not reached agreement on a Master Agreement for the following school year, the Association may engage in any activity which is not unlawful in the State of New Hampshire.

ARTICLE FOUR MANAGEMENT CLAUSE

The Association agrees that, except as specifically abridged or limited by the provisions of this Agreement or any agreement that may hereafter be made, all of the rights, powers and authority of the Board and its agents to manage, direct or supervise all of the operations of the Manchester School District and its employees in all its phases and details shall be retained by the Board and its agents and the exercise of any such right as set forth in this Article shall not be subject to the grievance or arbitration provisions of this Agreement.

The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authority which by law are vested in them.

ARTICLE FIVE SALARIES

- A. Effective upon approval by both the Board of School Committee and the Association of Manchester Principals, a 2% COLA shall be granted.

Effective on July 1, 2020, a 2% COLA shall be granted.

Effective on July 1, 2021, a 2% COLA shall be granted.

Effective on July 1, 2022, a 2.5% COLA shall be granted.

Effective on July 1, 2023, a 2.5% COLA shall be granted.

The New Hire Salary Scale shall be adjusted by each COLA granted and by each day added to the work schedule in Article 9.

- B. All bargaining unit members shall be paid in twenty-six (26) equal installments each fiscal year beginning with the second Thursday in July.
- C. Bargaining unit members who may be required to use their own automobile in the performance of their duties shall be reimbursed at the IRS rate for all driving done by them outside the Manchester City limits. The distance shall be computed by the Superintendent or the Superintendent's designee.
- D. A bargaining unit member, who serves in another 1 administrative capacity, for twenty (20) consecutive days or more, shall receive the base salary for that capacity, providing that the base salary for that capacity is higher.
- E. Bargaining unit members, qualifying for a salary adjustment because of the attainment of additional college credit, shall be paid on the new scale effective July 1st 6 of each year, and will have until that date to submit documentation of completion of courses. Bargaining unit members, qualifying for a higher scale at the close of the fall or winter semester, will be paid on that scale effective February 1st 9 each year and will have until that date to submit documentation.

ARTICLE SIX INSURANCE

- A. The School District will pay eighty-five (85%) percent of the following District HSA Health plans.
 - 1. Lumenos Regional High Deductible Health Saving Account (HSA) Plan; Or
 - 2. Lumenos National High Deductible Health Saving Account (HSA) Plan.

For those employees electing to take either plan specified in Section 1 above, they shall receive from the School District annually \$1,500 for those on the single plan and \$3,000 for those on the two-person or family plan that shall be deposited into a Health Savings Account (HSA). Said contributions and funds shall be governed by the applicable federal law. Half of the School District's annual contribution amount shall be deposited in the HSA at the beginning of the plan year with the second half being deposited over the course of the remaining plan year. Provided however, if the employee experiences a catastrophic illness during the plan year that results in the employee incurring medical bills that exceed the amount of the funds then in the HSA, upon presentation of an explanation of benefits form, the School District shall contribute additional funds up to the maximum annual contribution by the School District.

- B. The School District will pay eighty percent (80%) of the following District health plans, to a maximum of 80% of the cost of the HSA Health Plan:
 - 1. Blue Cross/Blue Shield HMO Site of Service Access Blue New England (\$250.00); or
 - 2. Blue Cross/Blue Shield HMO Site of Service Access Blue New England (\$1,500.00); or
 - 3. Blue Cross/Blue Shield POS Site of Service Blue Choice New England (\$300.00); or

4. Blue Cross/Blue Shield POS Site of Service Blue Choice New England (\$1,500.00)

Also, the Manchester School District may, in its sole discretion, obtain such insurance from a different carrier, provided the benefits are comparable with those benefits of the aforementioned health insurance plan, and provided that such change does not exceed the amount set forth above. It is further agreed that the Manchester School District may make available, in addition to Blue Cross Blue Shield Choice Plan, health, health insurance plans from other vendors, provided that such plans have been approved by the Association, and participation is voluntary.

C. All bargaining unit members shall be covered from the first day of employment, provided the bargaining unit member has been hired and has completed and returned to the Administration the application forms for such coverage at least thirty (30) days prior to the first day of contracted employment. The Administration shall send to all new employees covered by this contract, immediately upon hiring, all necessary forms for health insurance coverage.

D. The Manchester School District agrees to establish a fund to provide for the payment of Fifty Thousand Dollars (\$50,000) to the named beneficiary or estate of any member of the bargaining unit who dies from any cause while employed by the Manchester School District or who dies within sixty (60) calendar days of separation from service with the Manchester School District because of paid retirement, disability retirement or resignation due to health reasons. There shall be no right to the Fifty Thousand Dollar benefit under this provision beyond the sixty (60) calendar day period referred to in the preceding sentence. It is agreed by the parties that the Board and/or the Manchester School District shall have the sole right to determine whether the Manchester School District will make the payment referred to above from the fund established by the Manchester School District or contract with an insurance carrier or another company of the Manchester School District's choosing to provide this benefit.

E. The Board agrees to continue coverage under Delta Dental Insurance Plan Coverage A, B and C as agreed to by the parties. The Board shall pay an amount not to exceed eighty percent (80%) for the coverage selected by the bargaining unit member. The annual maximum dental allowance will continue to be \$1,500.00 per person, per year.

See Appendix D

F. Liability insurance coverage, and/or self-insurance, and indemnification for any deductible amount of the liability coverage shall be maintained for bargaining unit members under the same terms and conditions as for other employees of the City.

G. The Board agrees to create a Salary Reduction Dependent Care Assistance Plan in accordance with current Federal laws and regulations. The DCAP will be maintained for the exclusive benefit of the members of the bargaining unit as long as it is approved by the Internal Revenue Service and in compliance with applicable Federal laws and regulations.

H. Effective on December 17, 2019, of this Agreement, the District will pay one thousand five hundred dollars (\$1,500.00) to any bargaining unit member who terminates his/her existing health insurance coverage under the District's plans and who also provides

satisfactory evidence that he/she has valid alternative health insurance coverage elsewhere. This is a taxable benefit.

ARTICLE SEVEN PROFESSIONAL DEVELOPMENT

- A. The Board will pay ninety percent (90%) of the cost of seminars, workshops, conference fees, tuition for courses, textbooks and required course fees taken upon the written approval of the Superintendent.
- B. If a specific course for the purpose of acquiring additional skills is required of a bargaining unit member by the Superintendent, the Board will pay the cost of tuition, required course textbooks and required fees for such courses.
- C.1. The annual expenditure shall not exceed Eighteen Thousand Dollars (\$18,000.00).
- C.2. If at the end of a contract year on June 30, the total amount specified in Section C.1. has not been spent, the amount that remains will be used to reimburse those bargaining unit members whose professional development expenses exceeded \$3,000.00 during the contract year. The funds will be divided equally except in no case will a bargaining unit member be reimbursed for more than the actual cost incurred for professional development.
- D. Each administrator shall be allowed to attend the annual meeting of the NHASP and at least one-third, on a rotating basis, shall be able to attend the applicable annual meeting of the NASSP, NAESP and ASCD. The Board shall pay the reasonable travel costs and expenses incurred while attending the aforementioned meetings; payment to be charged against the dollar amount provided in Article Seven (C) above.
- E. The Board will pay the State recertification fee for each administrator upon presentation of proof of payment.

ARTICLE EIGHT RETIREMENT SUPPLEMENT

- A. Bargaining unit members who retire with fifteen (15) years of service in the Manchester School District, and who are taking benefits from the New Hampshire Retirement System at the time of separation shall receive at the time of separation a payment of Seven Thousand Five Hundred Dollars (\$7,500.00), provided they give notice of their intention retire by the preceding March 31st, except in the case of disability retirement. Unless otherwise agreed in writing, in order to be eligible for this stipend an employee must work the entire school year in their last year of employment.
- B. Retirees are entitled to benefits in accordance with State and Federal Laws.

ARTICLE NINE EMPLOYMENT

- A. The work year of bargaining unit members shall be July 1 through June 30 and shall be implemented as follows:

Bargaining unit members recognize the importance of their administrative functions in the educational process and they agree that they must expend additional time each work day in order to fulfill all routine and innovative duties.

- A.2. The 2019-2020 contractual work year for all principals shall be two hundred twenty-seven (227) days. The contractual work year for secondary and middle school assistant principals shall be two hundred twenty five (225) days.
- A.3 Effective July 1, 2020, the contractual work year for all principals shall be two hundred twenty eight (228) days. The contractual work year for middle and high school assistant principals shall be two hundred twenty six (226) days.
- A.4 Effective July 1, 2021, the contractual work year for all principals shall be two hundred twenty nine (229) days. The contractual work year for middle and high school assistant principals shall be two hundred twenty seven (227) days.
- A.5 The contractual work year for elementary school assistant principals shall be as follows:
 - 1. 211 days effective November 25, 2019.
 - 2. 213 days effective July 1, 2020
 - 3. 215 days effective July 1, 2021
 - 4. 218 days effective July 1, 2022
 - 5. 221 days effective July 1, 2023

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- A.6 Each principal's pay shall increase by their per-diem rate for each day added to their contractual requirement.

Up to one half of the additional days added to the contract each year may be specifically scheduled by the Superintendent. The remaining days will be used at the discretion of the bargaining unit member provided that all days are worked within the work year as defined in Section A above. A work day may be completed on a weekend or holiday.

The Superintendent may require bargaining unit members to work additional days, not to exceed three (3) per contractual work year; however, in such cases the bargaining unit member affected will be paid on a per diem basis. In no event will any bargaining unit member be required to work additional days unless they have received at least two (2) weeks advance notice from the Superintendent or his designee.

- B.1. All newly employed or reinstated bargaining unit members shall be compensated in accordance with Appendix A.
- B.2. Any bargaining unit member hired for a full contract year shall receive full contract benefits. Any bargaining unit member who works for more than one half contract year in the same position shall also receive full contract benefits on a prorated basis for salary and

fringe benefits. Any bargaining unit member, who works in the same position for more than thirty (30) calendar days, but less than one half contract year, shall be paid the per diem rate for that position.

- B.3. Any bargaining unit member who is hired to fill a specific vacancy will be so advised in writing that they are hired for a limited period of time by letter and will, in all probability, receive a notice on or before April 15th 35 that their contracts will not be renewed for the following year.
- C. If it becomes necessary to decrease the number of bargaining unit members, the governing body of the school system may layoff the necessary number based on their seniority in accordance with the guidelines and procedures set forth below:
 - C.1. The length of actual service of bargaining unit members in the Manchester School System in the following classifications shall be used to determine seniority, provided the bargaining unit member holds certification in that classification.
 - a. Secondary School Principal
 - b. Middle School Principal
 - c. Elementary School Principal
 - d. Assistant Secondary School Principal
 - e. Assistant Middle School Principal
 - f. Assistant Elementary Principal (Full-Time)
 - C.2. In the event of a layoff of personnel in any classification, the bargaining unit member laid off shall be notified in writing on or before April 15th 10 prior to the contract year in which the layoff becomes effective. If a bargaining unit member has previously worked in another classification in the bargaining unit, that bargaining unit member will be placed in that member's former classification. When placed in the former classification, that bargaining unit member's seniority shall include the total years in service in the bargaining unit.
 - C.3.3 In the event of the layoff of any bargaining unit member in the classifications set forth above, the governing body of the school system shall layoff the necessary number of bargaining unit members in the inverse order of their seniority ranking in such classification. When seniority is equal, the layoff shall be determined by lottery. Seniority shall accrue from the first day of employment as a bargaining unit member. Any bargaining unit member on layoff shall not be prevented from securing employment during, the period of the layoff.
 - C.4. Seniority lists within the classification set forth above shall be established by the Administration by February 1 of each year. Such lists shall be promptly transmitted to the Association. A bargaining unit member's position on the seniority list shall remain unchanged during military and maternity leave of absence.

- C.5. If a vacancy occurs, a laid off bargaining unit member with the highest seniority in that classification shall be recalled first. Such notice shall be in hand or by restricted signature certified mail, postage prepaid, to the last address given to the Administration by the employee. If a bargaining unit member rejects the offer or fails to respond to the Superintendent within ten (10) calendar days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered and the Superintendent may strike that bargaining unit member's name from the various seniority lists and shall then notify the bargaining unit member with the next highest seniority.
- C.6. Seniority shall be broken by:
- a. Discharge for just cause;
 - b. Voluntary resignation;
 - c. Failure to respond to a notice of recall as specified in the preceding Section 5;
 - d. Remaining on layoff for more than twenty-four (24) months.
- C.7. A bargaining unit member who is laid off will remain on the recall lists for twenty-four (24) months after the effective date of said employee's layoff unless that bargaining unit member:
- a. Waives recall rights;
 - b. Resigns;
 - c. Fails to accept recall to the position that the bargaining unit member held immediately prior to layoff or to a substantially equivalent position; or,
 - d. Fails to report to work in a position that said bargaining unit member has accepted within thirty (30) days after receipt of the notice of recall.
- C.8. No new bargaining unit member shall be employed while there are certified, laid off and available bargaining unit members to fill the vacancies.
- D.1. A bargaining unit member who is subject to layoff and has the appropriate certification shall be allowed to assume a teaching position before any new staff is hired to fill an existing vacancy. The parties agree that this Section shall not have precedence over rights contained in any other collective bargaining agreement within the Manchester School District.
- D.2. An AMP bargaining unit member who assumes a new teaching position shall be treated as laid off for the purpose of recall rights under Sections C.5, 6 and 7, above.
- E. Building Presence/Availability:
- Principals shall ensure that a member of the school's administrative team (principal, assistant principal) will either be physically present or available by telephone at all times

during school operating hours and as required by district administrators for emergency purposes.

F. Definition of a Day:

The district recognizes and respects that building administrators sometimes work on weekends and other "non-working days" and count them towards the number of days they are required to work annually in the contract. Therefore, those days shall be accounted for as any regular workday.

**ARTICLE TEN
ASSIGNMENT**

- A. All bargaining unit members will be given written notice of their salaries and building assignments for the forthcoming year not later than June 30 of the preceding year, which will be adhered to, except in unusual circumstances. In the event that changes in such schedules are proposed after June 30th, the Association and all bargaining unit members affected will be notified promptly, in writing and upon the request within five (5) days from the bargaining unit member and the Association, the changes will be promptly reviewed between the Superintendent or the Superintendent's representative and the Association.

**ARTICLE ELEVEN
INDIVIDUAL CONTRACTS**

- A. The Board and the individual bargaining unit members will enter into individual contracts as set forth in Appendix C attached hereto and incorporated herein by reference.

- ~~B. The following terms and conditions shall apply with respect to the employment of each bargaining unit member:~~

- B.1. The contract shall be renewed annually, automatically, during the period of said bargaining unit member's first three (3) years of continuous employment by said Board, unless the bargaining unit member has been notified, in writing, prior to April 15 that the contract will not be renewed for the following year. If a bargaining unit member receives a notice of non-renewal set forth in the preceding sentence, the parties agree that the bargaining unit member shall not be entitled to a statement of reasons relating to any such notice except as may be required by law. For each year for which this contract is renewed, the annual salary of the bargaining unit member shall be in accordance with the provisions of the prevailing Master Agreement between the Board and the Association.
- B.2. After three (3) years of continuous employment by said Board, the contract shall continue in force from year to year, subject to the following conditions:
- a) It may be terminated by mutual consent at any time.
 - b) The bargaining unit member may resign by submitting written notice to the Board not later than March 31 of the bargaining unit member's intention not to return for the ensuing year.

- c) The Board may terminate this contract at any time for one or more of the following reasons: (1) inefficiency or incompetence; (2) insubordination against reasonable rules of the Board; (3) moral misconduct; (4) disability, as shown by competent medical evidence; (5) elimination of the position to which the bargaining unit member was appointed, if no other position exists to which the bargaining unit member may be appointed, if qualified, or (6) other due and sufficient cause, provided prior to terminating the contract, that Board shall give the bargaining unit member a written notice that termination of that bargaining unit member's contract is under consideration and upon written request filed by the bargaining unit member with the Board within five (5) days after receipt of such notice, the Board shall within the next succeeding five (5) days give the bargaining unit member a statement, in writing, of its reasons therefore. Within twenty (20) days after receipt from the Board of written notice that contract termination is under consideration, the bargaining unit member may file with the Board a written request for a hearing, which the Board shall hold within fifteen (15) days after receipt of such request. Such hearing shall be public if the bargaining unit member so requests or the Board so designates. The bargaining unit member shall have the right to appear with counsel of the bargaining unit member's choice at such hearing, whether public or private. The Board shall give the bargaining unit member its written decision within fifteen (15) days after such hearing. Nothing herein contained shall deprive the Board of the power to suspend the bargaining unit member from duty immediately when serious misconduct is charged, without prejudice to the rights of the bargaining unit member as otherwise provided herein.

- C. The contract will automatically terminate upon the termination of the Master Agreement.
- D. Pay will be terminate at the time services are terminated.
- E. This Article shall not be subject to the grievance or arbitration provisions of this Agreement with respect to the dismissal or non-renewal of any bargaining unit member hired after the effective date of this Agreement who has not been a Principal or Assistant Principal for three (3) consecutive years or more in the Manchester School District.

ARTICLE TWELVE INVOLUNTARY TRANSFER

- A. When a transfer is required and the bargaining unit member does not wish to accept the transfer voluntarily, the superintendent may implement the change as an involuntary transfer. The bargaining unit member shall be notified as soon as practicable that a transfer is being considered and shall be notified of the reason for the transfer by the appropriate administrator(s) involved.
- B. An involuntary transfer will be implemented only after a meeting between the bargaining unit member involved and the Superintendent if such meeting is requested by the bargaining unit member transfer.
- C. When an involuntary transfer is necessary, a bargaining unit member's area of competence and major or minor field of study will be considered.
- D.1. Bargaining unit members being involuntarily transferred will be informed of appropriate

vacancies known and existing at the time the transfer decision is being made. Bargaining unit members will be able to indicate their preference of assignment to the appropriate administrator involved and this preference will be given consideration.

- D.2. A bargaining unit member being involuntarily transferred will be granted time to visit the new assignment prior to reassignment.
- E Whenever involuntarily transferred, a bargaining unit member may resign by giving written notice to the Superintendent within fifteen (15) workdays of receipt of notice of the transfer or after the grievance procedure, subject to the provisions of Section F of this Article, has been exhausted.
- F. The final decision regarding the implementation of the transfer shall rest with the Superintendent and the actual transfer and its implementation shall not be subject to the grievance procedure provided that the transfer has not been arbitrary or capricious. Failure to follow the procedure leading up to the involuntary transfer, as outlined in Sections A, B, C, and D of this Article, shall be grievable.

ARTICLE THIRTEEN VACANCIES AND PROMOTIONS

- A. Promotional positions are:
 - A.1. Non-Unit Positions: Superintendent, Assistant Superintendents and Directors
 - A.2. Unit Positions: Principals and Assistant Principals
 - A.3. Newly created promotional positions (for one (1) full year; i.e., July through June) which have a salary above the minimum salary set forth in Appendix A for the year in which the position becomes effective. The Board has the right to add, delete or modify the promotional positions as in their sole judgment they may decide.
 - A.4. Bargaining unit members interested in lateral transfers shall notify the Superintendent in writing. Whenever a vacancy occurs, the Superintendent will give due weight to the professional background and attainments, length of time in administrative positions, and other relevant factors for all unit members requesting transfers. Transfer requests will be acted upon prior to the posting of positions outlined in Section A.2. of this article.
- B. All vacancies in promotional positions specified in Section A of this Article will be adequately publicized by the Superintendent in accordance with the following procedure:
 - 1. When school is in session, a notice shall be posted on a bulletin board in each school as far in advance as practicable, ordinarily at least 15 school days before the final date when applications must be submitted, and in no event fewer than 10 school days before such date. Bargaining unit members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. During the summer 1 vacation period, the Superintendent shall notify, in writing, on or about July 10th, each bargaining unit member who, on the basis of credentials, would qualify for such vacancies. The list of such qualified bargaining unit members for promotional positions shall be furnished in writing to the Superintendent. Bargaining unit

members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice (which shall in no event be fewer than fifteen (15) days after the date the notice was deposited in the United States Mail). In addition, the Superintendent shall, within the same time periods, post a list of promotional positions to be filled during the summer vacation period on a bulletin board at the Administration Office and shall send such list of positions to the Association.

- C. In both situations set forth in Section B above, the qualifications for the position, its duties and the rates of compensation will be clearly set forth. All qualified bargaining unit members will be given adequate opportunity to make application for such positions. Appointments will be made no later than sixty (60) days after the notice is posted in the schools or the giving of notification to the interested bargaining unit members. If a vacancy occurs in a promotional position specified in Section A above during June or July, appointments will be made not later than ninety (90) days after the giving of notification required by Section B(2) above. The Association recognizes that the Board has the right to repost the position.
- D. The Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. In filling such vacancies, preference will be given to qualified bargaining unit members already employed by the Board. This section shall not be subject to the grievance procedure.
- E. Bargaining unit members shall have a Master's Degree as a mandatory qualification for appointment.

ARTICLE FOURTEEN EVALUATION

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- A.1. All monitoring or observation of the work performance of a bargaining unit member will be conducted openly and with full knowledge of the bargaining unit member.
 - A.2. Bargaining unit members will be given a copy of any report prepared by their superiors immediately upon completion of such report. No such report shall be submitted to the School District Administration, placed in the bargaining unit member's file or otherwise acted upon without a prior conference with the bargaining unit member, who may comment on the contents of such report on a separate document which shall be attached to the report and placed in the bargaining unit member's file. There shall be no obligation on the part of the School District Administration or Board to respond to the bargaining unit member's comments and if no response is made, it shall not be considered an acceptance of agreement with the bargaining unit member's comments. A bargaining unit member shall sign a separate statement that the bargaining unit member has been given any such report referred to in the first sentence of this paragraph and if the bargaining unit member refuses to sign the separate statement, that refusal shall be noted on the statement. The Report referred to in the first sentence of this paragraph and the statement relating to the refusal may then be submitted to School District Administration, placed in the bargaining unit member's file and otherwise acted upon.
 - A.3. Access to a bargaining unit member's personnel file shall be limited to the bargaining unit

member, the Administration (defined as the Superintendent of Schools, Assistant Superintendents of Schools) and members of the School Board or the bargaining unit member's designated representatives. A bargaining unit member shall be able to make copies of documents contained therein.

- A.4. If after evaluation, deficiencies are observed in school management, administrative skills and/or professional preparation, such deficiencies shall immediately be brought to the attention of the bargaining unit member.

The bargaining unit member's immediate supervisor, Superintendent and/or Assistant Superintendents shall determine appropriate affirmative action designed to help correct such deficiencies and shall provide assistance to implement such action.

- B. No bargaining unit members will be disciplined or reprimanded without just cause. This Section B shall not be subject to the grievance or arbitration provisions of this Agreement with respect to the dismissal or non-renewal of any bargaining unit member hired after the effective date of this Agreement who has not been a Principal or Assistant Principal for three (3) consecutive years or more in the Manchester School District.
- C.1. A bargaining unit member's personnel file will be cleared of written reprimands after a period of thirty-six (36) months from the date of the reprimand, provided that there are no infractions committed during the intervening period.
- C.2. A bargaining unit member's personnel file will be cleared of suspensions after a period of five (5) years from the date of the suspension provided there are no infractions during the intervening period.

ARTICLE FIFTEEN PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a bargaining unit member shall be the concern of and warrant the attention of the Board only as it may, directly or indirectly, prevent the bargaining unit member from properly performing the bargaining unit member's assigned functions during duty hours or be in violation of local or state law.
- B. Religious or lawful political activities of a bargaining unit member conducted off school property shall not be grounds for disciplinary action or for discrimination with respect to the bargaining unit member's professional employment. The Association and the Board agree that they will not take any action against any bargaining unit members for their participation in any lawful activities conducted off school property with regard to religious, political or bargaining unit member organizations.
- C. The Board and the Association agree that academic freedom is basic to the attainment of the educational goals of the Manchester Public Schools.

ARTICLE SIXTEEN ASSOCIATION PRIVILEGES

- A. There will be no reprisals of any kind taken against any bargaining unit member by reason

of membership in the Association or participation in its lawful activities.

- B.1. The agenda of regular School Board meetings and the minutes of same shall be placed in the Association's mailbox when completed. The Board will, upon request, provide the Association with any non-confidential and non-personal documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the bargaining unit members and the students in their schools, together with any other non-confidential information which may be necessary for the Association to formulate programs or process grievances under this Agreement.
- B.2. The Administration will, upon request, provide the Association with new or revised forms used to administer benefits arising out of this Agreement.
- C. The Association will have the right to place notices, circulars, and other material in bargaining unit member's mailboxes, provided that such materials shall not relate to local, state or national political matters. Copies of all such material will be given to the Superintendent or Superintendent's designee, but the latter's advance approval will not be required.

ARTICLE SEVENTEEN DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of bargaining unit members' dues for the Association of Manchester Principals affiliated with Teamsters Local No. 633 as said bargaining unit members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Secretary-Treasurer of Teamsters Local No. 633. Bargaining unit member authorizations will be in writing in the form set below.

"DUES AUTHORIZATION CARD"

ASSOCIATION OF MANCHESTER PRINCIPALS
AFFILIATED WITH TEAMSTERS LOCAL 633

NAME: _____

ADDRESS: _____

I hereby request and authorize the Manchester Board of School Committee to deduct from my earnings in accordance with the procedure set forth in Article Seventeen of the Master Agreement between the Board and the Association and transmit to the Secretary-Treasurer of Teamsters Local No. 633 an amount sufficient to provide for regular payment of the membership dues, as certified by the Association for the present school year and for succeeding school years. I understand that if I wish to discontinue such deductions for any school year, I must notify the Board and the Association in writing to do so. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers from any liability therefore.

Bargaining Unit Member's Signature: _____

Dated: _____

- B. The Association will certify to the Board, in writing, the current rate of its membership dues and will give the Board thirty (30) days written notice, prior to July 1 of the year of any such change.
- C. Dues deduction procedure will be as follows:
 - C.1.1 One half (1/2) of the monthly 1 (1) dues will be deducted from twenty-four (24) paychecks each contract year, beginning with July through June of that year. The months having three (3) paychecks will not have a dues deduction on the third (3rd) paycheck.
 - C.2. The Board will not be required to honor any authorizations that are delivered to it later than October 15th.
 - C.3. Excepted from the July 1 cut-off date will be new bargaining unit members hired after June 30. If such new bargaining unit members submit a Dues Authorization Card to the School Board within thirty (30) days of their appointment, they shall have the current month's dues deducted for the remainder of the contract year.
 - C.4 All retroactive amounts will be paid directly to the Teamsters by the bargaining unit member.
- D. Any employee who is in the bargaining unit and is not a member of the Association but wishes to be represented by the Association 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 Teamsters Local 633. Should there be a dispute between and employee and the Association and/or the City or the Board, relating to such grievances or costs, the Association agrees to defend, indemnify and hold the City and/or the Board harmless in any such dispute.
- E. The District agrees to a D.R.I.V.E. check off for bargaining unit member. Upon written authorization by the employee, the District shall deduct the amount specified by the employee on a bi-weekly basis to the Granite State Teamsters' D.R.I.V.E. account. The employee shall provide written authorization in the form required by law.

Article 18: Paid Time Off and Disability Coverage:

- A. All employees within the bargaining unit shall be given fourteen (14) days of Paid Time Off (PTO) on the first day of the fiscal year annually, provided however, in the first year of the contract, the 14 days shall be reduced by any sick or personal days used prior to December 17, 2019. Employees hired after the start of the school year shall be given 1.4 PTO days per full month remaining in the school year based on their date of hire. PTO may be taken in half day increments.
- B. PTO use is unrestricted, except in the case of personal use. Unrestricted includes, but is not limited to, addressing the principal's illness or injury or the illness or injury of their immediate family members. Any principal using PTO, except for personal use, shall inform their immediate supervisor as soon as practicable. 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.

- C. For personal use (excluding use for illness or injury), the principal shall request to take the desired time off from their immediate supervisor. Approval of PTO for personal use may only be withheld for staffing needs.
- B. The parties agree that accrued sick leave of each principal shall be banked and valued as of June 30, 2019. Upon separation from District service, all banked sick time as of December 17, 2019 shall be canceled, except in that for bargaining unit members, hired into the bargaining unit prior to September 1, 2009 who retire under the New Hampshire Retirement System and receive retirement benefits from same at the time of separation from the Manchester School District and who has fifteen (15) consecutive years of service with the Manchester School District shall receive a payment for unused accrued sick leave up to a maximum of ninety (90) days. Consecutive years of service will not be broken by absences covered under this Article or by leaves granted under Articles Nineteen, Twenty or Twenty-one.

Bargaining unit members hired after September 1, 2009, shall be entitled to payment for accrued sick leave, under the conditions specified above; provided however, that payment shall not exceed sixty (60) days.

- E. Principals who use PTO for illness or injury may use up to ten (10) excess banked sick days ("excess" defined as previously accrued sick days in excess of the day limitation paid upon a qualified separation) at the June 30, 2019 value to cover any unpaid days that result from an illness or injury that leads to the use of short term disability benefits.
- F. PTO time will not be carried over from year to year or otherwise accrued. Instead, unused PTO days will be bought back from the PTO Incentive Pool funded by the district. The Incentive Pool shall be established at \$3,000.00 per budgeted full time position annually. The value of each day bought back will be determined by dividing the total Incentive Pool by the number of unused days to be purchased. Each principal will receive that per-diem amount times the number of unused days they have to be bought back.
- G. Proceeds from the buyback of unused days shall be paid as an employer contribution to the principal's 403(b), Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA), as determined by the principal annually. Such contribution shall be made annually no later than July 15th.
- H. No later than May 1st of each year, principals shall provide notification via a district form to the payroll department as to which account they have selected to receive the District's buyback funds. In the event a principal has not designated an account by May 1st, the District shall schedule to meet with them to designate an account. Subsequent to the initial selection, the district shall continue to deposit its buyback payment into the option selected by the principal should they not submit the district's form by May 1st of each year. In the first year, principals are encouraged to notify the district as soon as possible, but not later than May 1st 2020.
- I. As soon as practicable after December 17, 2019, the District and Association shall work collaboratively to memorialize the agreed to amounts of accrued sick leave to be banked

for each principal. To this end, principals will receive notification of what the District believes is the amount of sick time to be banked. The principal will be given fifteen (15) calendar days to dispute the amount asserted by the District. If the principal fails to dispute said amount within the fifteen (15) days, the District shall consider the number presented to the principal as final and not subject to further dispute, including through the grievance process.

- J. The District shall provide short-term and long-term disability insurance to the principals. 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 principal's gross salary.
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 salary 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 principal shall receive 60% of their gross salary, 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 principal will continue to receive 60% of their gross salary after two (2) years if deemed "totally disabled."
4. Coverage will make up the difference between 60% of their gross salary, 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 principal's W2 to ensure that the disability payments received are tax

free.

For coverage summaries, see Appendix B

ARTICLE NINETEEN TEMPORARY LEAVES OF ABSENCE

Bargaining unit members will be entitled to the following temporary leaves of absence, with full pay, each work year:

- A. Officers of the Association will be granted leave for one (1) day to attend the annual meeting of the Association, provided, however, that the total number of leave days under this section shall not exceed two (2) bargaining unit members.
- B. An Association member, designated by the Association President, shall be granted a one (1) day leave of absence in order to conduct preplanned official Association business such as attending meetings, workshops and conferences. The Association shall pay the costs of any substitute for the day used.
- C. Five (5) calendar days, excluding weekends and holiday weekends only leave of absence because of death in the immediate family of the bargaining unit member. Immediate family is hereby defined to mean spouse, parents, children, brothers, sisters, mother-in-law or father-in-law, or a blood relative or ward residing in the same house. In addition to the leave of absence provided for the immediate family as defined herein, the bargaining unit member is entitled to one (1) day of leave to attend the funeral of a relative not listed in the preceding sentence.
- D. Military Reserve Training Leave - Military reserve training leave, with pay, will be available to a bargaining unit member up to a maximum of ten (10) working days during the contract year if such training is unavoidable and required by the military. The bargaining unit members shall be paid the difference between their salary and the payment received for military reserve training.
- E. Jury Duty - The Board recognizes the civic responsibility of its bargaining unit members, who are randomly selected to serve on a jury or subpoenaed to appear in court. Bargaining unit members shall notify in writing the Superintendent immediately after being summoned to appear for jury duty or a 1 court appearance.

The bargaining unit member shall be paid the difference between the bargaining unit member's salary and the payment received for serving as a juror or witness. The bargaining unit member shall make a written request to the Clerk of Court for a waiver. If the clerk does not grant the waiver, then the Superintendent shall grant a paid jury duty leave. If a bargaining unit member is dismissed from Court prior to 1:00 p.m., the bargaining unit member shall return to work.

- F. One (1) day leave of absence, deducted from sick leave, may be used for the observation of a religious holiday which is celebrated when school is in session.

**ARTICLE TWENTY
EXTENDED LEAVES OF ABSENCE**

- A. All benefits to which a bargaining unit member was entitled at the time the bargaining unit member's leave of absence commenced, will be restored to the bargaining unit member, provided said member signs and complies with the memo required under Section J of this Article. Further, provided said member signs and complies with said memo, that bargaining unit member will be assigned to the same position held at the time said leave commenced, unless the position no longer exists in which case the bargaining unit member will be assigned to a similar position, if available.
- B. Military leave shall be governed by existing law.
- C. A leave of absence, without pay or any other benefits, of up to one (1) year will be granted for the purpose of caring for a sick member of the bargaining unit member's immediate family. Additional leave may be granted at the discretion of the Board.
- D.1 A bargaining unit member who has worked for two (2) full contract years with the Manchester School District under an individual contract as set forth in Appendix C and who is pregnant, shall be entitled to a leave of absence without pay, provided that such bargaining unit member notifies the Superintendent in writing of such pregnancy and the anticipated delivery date within one (1) month of the determination of such pregnancy and, provided further, that such bargaining unit member, except in the case of an emergency, gives the Superintendent no less than thirty (30) days prior written notice of: (1) a specific date for the commencement of the leave, and (2) a specific date when the bargaining unit member intends to return to work.

In the event the anticipated delivery date falls within the first month of a new work year, leave requested pursuant to this Section shall commence at the beginning of that new work year. Notwithstanding the provisions of the first sentence of this Section D (1), a bargaining unit member in her second year of employment with the Manchester School District may apply for a leave pursuant to this Section, but only 1 if such leave is to commence during the third year of employment with said District.

- D.2 Subject to the provisions of the first paragraph of this Section D (1), a bargaining unit member who is actually working during the contract year and takes maternity leave for part of that year shall, if the leave commences no more than three (3) weeks before the anticipated delivery date, be eligible, pursuant to the provisions of Article Eighteen, for short term disability.
- D.3 A leave of absence taken pursuant to this Section D shall not extend longer than twelve (12) months from the time said leave commences. If, however, this twelve (12) month period ends during the last quarter of a work year, the Superintendent, in his discretion and at the request of the bargaining unit member, may extend the leave to the beginning of the next work year. Upon return, a bargaining 1 unit member shall be assigned to the same position which he/she held at the time the leave commenced.
- D.4 Days absent while on leave shall not be counted to determine if a bargaining unit member has worked "one or more" or "three or more" years as set forth in New Hampshire RSA 189:

14-a, and nothing in this Section D shall be construed to exclude or in any way limit the Board's or the Superintendent's rights under RSA Chapter 189 or any other provision of the Revised Statutes Annotated.

- E. Other leaves of absence (including child rearing and adoption leave), without pay or other benefits, may be granted by the Board for any good reason and for such period as the Board may determine, provided, however, that prior to the granting of any such leave, a suitable replacement must be hired for the period of the leave.
- F. Except in the case of a bona fide emergency beyond the control of the bargaining unit member, all leaves taken pursuant to this Article Twenty must commence at a time mutually agreed upon by the Superintendent and the bargaining unit member returning from a leave of absence shall return only at the beginning of a work year unless otherwise provided by the Board.
- G. Except in emergencies, all requests under this Article for leaves of absence for the following work year shall be made no later than December 1. All requests for extensions or renewals of leaves will be applied for and granted in writing. Such requests shall be made by December 1.
- H. A bargaining unit member on leave of absence without pay shall not be denied the opportunity to substitute in the School District by reason of the fact that the bargaining unit member is on such leave of absence.
- I. Persons on leave of absence shall notify the Superintendent, in writing, between December 1 and February 1 of their intent to return to work at the start of the following work year in order to qualify for assignments for a position for the following school year.
- J. Before an extended leave commences, bargaining unit members will be given and sign, within twenty-one (21) days from receipt, a memo describing the terms of any extended leave set forth in this Article and failure by the bargaining unit member to comply with such terms shall immediately terminate any and all obligations, contractual and otherwise of the Manchester School District.

ARTICLE TWENTY-ONE

SABBATICAL LEAVE

- A. Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted to a member of the bargaining unit by the Board for full-time study in the United States at any regionally accredited graduate school or at a foreign school approved by the Superintendent, including study in another area of specialization, subject to the following conditions:
 - A.1 The bargaining unit member has completed at least seven (7) consecutive full work years of service in the Manchester School System.
 - A.2 All sabbatical leaves shall be for a full Manchester work year (i.e., July 1 through June 30) and bargaining members will be paid by the Board at fifty percent (50%) of the salary rate which they would have received if they had remained on active duty. The salary rate shall only include the compensation set forth in Appendix A. Also, bargaining unit members

will receive a payment not to exceed one-half (1/2) of what the District shall be required to pay for Hospital/Medical Insurance pursuant to the provisions of Article Six (entitled Insurance), Section A.

- A.3 A request for sabbatical leave must be received by the Superintendent of Schools, in writing, in such form, as may be required by the Superintendent, no later than November 15 of the year preceding the school year for which the sabbatical leave is requested.

The Superintendent shall inform each applicant, in writing, of the action to be recommended on the request for sabbatical leave no later than January 15 of the school year preceding the school year for which the sabbatical is requested. The Board shall notify the bargaining unit member of its intent relative to the request for sabbatical leave by February 15.

- A.4. Each bargaining unit member must agree to return to service in the Manchester Public Schools immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed statement in the format of a promissory note shall stipulate that failure of the bargaining unit member to provide such service shall result in the obligation to reimburse the City of Manchester a proportional part of the salary paid to that bargaining unit member during sabbatical leave determined by the fraction of the two (2) years not served following the leave.
- A.5. A complete and detailed outline of work and/or study to be performed during the period of leave shall be provided in the request for leave.
- A.6. Approval of leave shall specify the work and/or study to be performed and failure to abide by the terms and conditions of such approval shall automatically result in pro rata adjustment or cancellation of salary, or 1 reimbursement to the Board of all or part of salary paid to date.
- B. The Board agrees to fund one (1) sabbatical leave each year.

ARTICLE TWENTY-TWO GRIEVANCE PROCEDURE

Definitions

1. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Article.
2. An "aggrieved person" is the person or persons making the claim. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
3. A "work day" means Monday through Friday, excluding holidays when school is not in session.

B. Purpose

1. 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 bargaining unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

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

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the work year, and if left unresolved until the beginning of the following work year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.

Level One

a) Individual Grievances

- 1) An aggrieved person must file the grievance, in writing, with the Union Representative. Within five (5) work days after receiving the written grievance, the Union Representative will refer it to the Superintendent of Schools.
- 2) Within ten (10) work days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- 3) If a bargaining unit member does not file a grievance, in writing, with the Union Representative and the written grievance is not forwarded to the Superintendent within thirty (30) work days after the bargaining unit member knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Three.

b. Class Grievances

- (1) If, in the judgment of the Union, a grievance affects a group or class of bargaining unit

members, the Union may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level One. The Member Rights Committee may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

- (2) In the event the Union files a grievance which affects a group or class of bargaining unit members, such grievance must specify the names of all of the bargaining unit members who claim there has been a violation or misapplication of a provision of this contract as to them, the specific contract provision(s) involved and the date(s) of the alleged violation(s) or misapplication(s).
- (3) A class grievance filed pursuant to this Section must be filed by the Union at Level One with the Superintendent within forty-five (45) work days after the date of the first alleged violation or misapplication of any provision of this contract claimed by a bargaining unit member. Any alleged violation or misapplication occurring prior to forty-five (45) workdays from the date the class grievance is filed with the Superintendent will be considered as waived.

2. Level Two

If the aggrieved person is not satisfied with the disposition of the aggrieved person's grievance at Level One, or if no decision has been rendered within ten (10) work days after that person has first met with the Superintendent, that person may file the grievance, in writing, with the Union Representative within five (5) work days after a decision by the Superintendent, or fifteen (15) work days after the aggrieved person has first met with the Superintendent, whichever is sooner. Within five (5) work days after receiving the written grievance, the Union may refer it to the Board, if it determines that the grievance is meritorious and that appealing it is in the best interests of the school system. Within ten (10) workdays after receiving the written grievance, the Board will meet with the aggrieved person for the purpose of resolving the grievance.

3. Level Three

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the meeting with the Board, the aggrieved person may, within five (5) work days after a decision by the Board, or fifteen (15) Work days after the meeting with the Board, whichever is sooner, request, in writing, that the Union Representative submit that grievance to arbitration. If the Union determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it may submit the grievance, in writing, to arbitration within fifteen (15) workdays after receipt of a request by the aggrieved person.
- b. Within ten (10) workdays after such written notice of submission to arbitration, the Board and the Union will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an

arbitrator.

- c. The arbitrator so selected will confer with representatives of the Board and the Union and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, which changes or amends this Agreement.
- d. The decision of the arbitrator shall be binding upon both parties. However, both parties shall have a right to appeal to the New Hampshire Superior Court under the provision of Revised Statutes Annotated, Chapter 542, as amended. It is hereby specifically agreed by the Board and the Association that this contract and grievance procedure clause are subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 542, as amended.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association. The parties agree that the party which requests a postponement of any arbitration hearing shall be obligated to pay any costs or fees submitted by the arbitrator and/or the American Arbitration Association which result from the postponement.

D. Rights of Parties to Representation

- 1. No reprisals of any kind will be taken by the Board or by any member of the Administration ~~against any party in interest, any Association Representative, any member of the Member Rights Committee or any other participant in the grievance procedure by reason of such participation.~~
- 2. Parties in interest may be represented at all stages of the grievance procedure by themselves, or at their option, by counsel and/or by a representative selected by the Association. When a bargaining unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

- 1. Decisions rendered at Levels One and Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Chairperson of the Member Rights Committee. Decisions rendered at Level Three will be in accordance with the procedures set forth in Section C, Paragraph 3(c).
- 2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. If a grievance is not reported and/or processed by the grieving party and/or the Member Rights Committee within the time limits set forth in this Article, the matter shall be dismissed and no further action will be taken with respect to such Grievance.
5. The term "Superintendent" as used in this Article shall mean the Superintendent or an Assistant Superintendent.

ARTICLE TWENTY-THREE GENERAL

- A. If any provisions of this Agreement or any application of the Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect.
- B. The Board will amend its rules and policies and take such other action as may be necessary in order to give full force and effect to this Agreement. Copies of this Agreement will be printed at Board expense and a copy given to each bargaining unit member.
- C. The Board agrees not to negotiate with any bargaining unit member's group or organization other than the Association in regard to any matter subject to negotiation under Article Two of this Agreement, provided, however, that this shall not prevent the Board from communicating or consulting with any individual bargaining unit member or group of bargaining unit members for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any bargaining unit member from appearing before the Board on matters relating to the bargaining unit member's employment by the Board.
- D. The parties understand that neither the Board nor the Superintendent may lawfully delegate the power or authority which, by law, are vested in them, and this Agreement shall not be construed so as to constitute a delegation of said power or authority.
- E. 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.
- F. If the parties disagree as to the meaning or interpretation of any of the provisions of this Agreement, except those provisions expressly excepted from the grievance procedure, either party may utilize the grievance procedure set forth in Article Twenty-Two in order to resolve said dispute.
- G. No bargaining unit member will be required to Chair more than one (1) District-wide committee during the life of this Agreement.

**ARTICLE TWENTY-FOUR
DURATION**

The provisions of this Agreement shall be effective as of December 17, 2019 and will continue and remain in full force and effect until June 30, 2024. 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 January 31 of that 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.

This contract is formally agreed to and signed this date: 2-7-2020 by _____ the following who hereby declare they are duly authorized to sign.

For the Board of School Committee:

By: Jane Cray

Date: 2/5/20

For the Association of Manchester Principals:

By: [Signature]

Date: 2/5/2020

For Teamsters Local Union No. 633 of Manchester, NH

By: [Signature]
Jeffrey Padellaro – Secretary/Treasurer

Date: 2/2/20

By: [Signature]
Richard Laughton – Business Agent/Organizer

Date: 2/5/20

IMPORTANT NOTICE

ALL MEMBERS ARE URGED TO CONTACT THE LOCAL UNION OFFICE IMMEDIATELY UPON THE FOLLOWING:

- A Change in Name
- A Change in his/her home address
- Desire to change beneficiaries through the following offices:

Local Union Office
Health Insurance Office
Pension Fund
Credit Union Office

- Termination of Employment

WITHDRAWAL CARD

A member may request a Withdrawal Card immediately upon termination of employment. A member may request a Withdrawal Card if he/she is temporarily out of work due to workers' compensation, off-the-job injury or sickness, or a lengthy leave of absence.

Failure to request a Withdrawal Card for any of the reasons above, could put you in delinquent status and possibly pay re-initiation fees.

Teamsters Local Union 633
53 Goffstown Road, Suite A
Manchester, NH 03102
Tele: (603) 625-9731/Fax: (603) 625-6767

2019-2020**FY20****Veteran Matrix Schedule**

2% increase

for use for existing members in unit as of 6/30/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 87,408	\$ 90,700	\$ 91,521	\$ 95,892	211
Assistant Middle School Principal	\$ 94,126	\$ 97,682	\$ 98,563	\$ 102,911	225
Assistant Secondary Principal	\$ 103,012	\$ 106,564	\$ 107,451	\$ 111,799	225
Elementary Principal	\$ 104,480	\$ 108,423	\$ 109,402	\$ 113,995	227
Middle School Principal	\$ 106,209	\$ 109,795	\$ 110,691	\$ 115,040	227
Secondary School Principal	\$ 115,166	\$ 118,755	\$ 119,650	\$ 123,998	227

2020-2021**FY21****Veteran Matrix Schedule**

2% increase

for use for existing members in unit as of 6/30/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 90,001	\$ 93,391	\$ 94,237	\$ 98,737	213
Assistant Middle School Principal	\$ 96,435	\$ 100,078	\$ 100,981	\$ 105,436	226
Assistant Secondary Principal	\$ 105,539	\$ 109,178	\$ 110,087	\$ 114,542	226
Elementary Principal	\$ 107,039	\$ 111,079	\$ 112,081	\$ 116,787	228
Middle School Principal	\$ 108,811	\$ 112,484	\$ 113,403	\$ 117,857	228
Secondary School Principal	\$ 117,986	\$ 121,664	\$ 122,580	\$ 127,035	228

2021-2022**FY22****Veteran Matrix Schedule**

2% increase

for use for existing members in unit as of 6/30/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 92,663	\$ 96,153	\$ 97,024	\$ 101,657	215
Assistant Middle School Principal	\$ 98,798	\$ 102,532	\$ 103,456	\$ 108,020	227
Assistant Secondary Principal	\$ 108,126	\$ 111,854	\$ 112,786	\$ 117,350	227
Elementary Principal	\$ 109,659	\$ 113,797	\$ 114,824	\$ 119,645	229
Middle School Principal	\$ 111,474	\$ 115,237	\$ 116,178	\$ 120,742	229
Secondary School Principal	\$ 120,874	\$ 124,642	\$ 125,580	\$ 130,144	229

2022-2023**FY23****Veteran Matrix Schedule**

2.5% increase

for use for existing members in unit as of 6/30/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 96,305	\$ 99,932	\$ 100,837	\$ 105,654	218
Assistant Middle School Principal	\$ 101,268	\$ 105,095	\$ 106,043	\$ 110,721	227
Assistant Secondary Principal	\$ 110,829	\$ 114,651	\$ 115,605	\$ 120,284	227
Elementary Principal	\$ 112,400	\$ 116,642	\$ 117,695	\$ 122,636	229
Middle School Principal	\$ 114,261	\$ 118,118	\$ 119,083	\$ 123,760	229
Secondary School Principal	\$ 123,896	\$ 127,758	\$ 128,720	\$ 133,398	229

2023-2024**FY24****Veteran Matrix Schedule**

2.5% increase

for use for existing members in unit as of 6/30/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 100,071	\$ 103,840	\$ 104,780	\$ 109,786	221
Assistant Middle School Principal	\$ 103,801	\$ 107,722	\$ 108,694	\$ 113,489	227
Assistant Secondary Principal	\$ 113,600	\$ 117,517	\$ 118,496	\$ 123,291	227
Elementary Principal	\$ 115,210	\$ 119,558	\$ 120,637	\$ 125,702	229
Middle School Principal	\$ 117,117	\$ 121,071	\$ 122,060	\$ 126,854	229
Secondary School Principal	\$ 126,993	\$ 130,952	\$ 131,938	\$ 136,733	229

2019-2020**FY20****New Hire Matrix Schedule**

2% increase

for use for anyone hired into unit after 7/1/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 75,298	\$ 78,523	\$ 79,330	\$ 83,613	211
Assistant Middle School Principal	\$ 81,936	\$ 85,421	\$ 86,285	\$ 90,516	225
Assistant Secondary Principal	\$ 89,644	\$ 93,093	\$ 93,953	\$ 99,259	225
Elementary Principal	\$ 91,706	\$ 95,570	\$ 96,532	\$ 101,034	227
Middle School Principal	\$ 93,779	\$ 97,295	\$ 98,173	\$ 102,435	227
Secondary School Principal	\$ 102,558	\$ 106,078	\$ 106,954	\$ 111,217	227

2020-2021**FY21****New Hire Matrix Schedule**

2% increase

for use for anyone hired into unit after 7/1/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 77,532	\$ 80,853	\$ 81,683	\$ 86,094	213
Assistant Middle School Principal	\$ 83,946	\$ 87,517	\$ 88,402	\$ 92,737	226
Assistant Secondary Principal	\$ 91,844	\$ 95,377	\$ 96,258	\$ 101,694	226
Elementary Principal	\$ 93,952	\$ 97,910	\$ 98,896	\$ 103,509	228
Middle School Principal	\$ 96,076	\$ 99,678	\$ 100,578	\$ 104,944	228
Secondary School Principal	\$ 105,070	\$ 108,676	\$ 109,574	\$ 113,941	228

2021-2022**FY22****New Hire Matrix Schedule**

2% increase

for use for anyone hired into unit after 7/1/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 79,825	\$ 83,244	\$ 84,099	\$ 88,641	215
Assistant Middle School Principal	\$ 86,004	\$ 89,662	\$ 90,569	\$ 95,010	227
Assistant Secondary Principal	\$ 94,095	\$ 97,715	\$ 98,617	\$ 104,187	227
Elementary Principal	\$ 96,252	\$ 100,307	\$ 101,316	\$ 106,042	229
Middle School Principal	\$ 98,427	\$ 102,118	\$ 103,039	\$ 107,512	229
Secondary School Principal	\$ 107,641	\$ 111,336	\$ 112,255	\$ 116,730	229

2022-2023**FY23****New Hire Matrix Schedule**

2.5% increase

for use for anyone hired into unit after 7/1/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 82,963	\$ 86,516	\$ 87,405	\$ 92,124	218
Assistant Middle School Principal	\$ 88,154	\$ 91,904	\$ 92,833	\$ 97,385	227
Assistant Secondary Principal	\$ 96,447	\$ 100,158	\$ 101,083	\$ 106,791	227
Elementary Principal	\$ 98,658	\$ 102,814	\$ 103,849	\$ 108,693	229
Middle School Principal	\$ 100,888	\$ 104,670	\$ 105,615	\$ 110,200	229
Secondary School Principal	\$ 110,332	\$ 114,119	\$ 115,062	\$ 119,648	229

2023-2024**FY24****New Hire Matrix Schedule**

2.5% increase

for use for anyone hired into unit after 7/1/17

	MA	MA+30	CAGS	DOC	# days
Assistant Elementary Principal	\$ 86,207	\$ 89,889	\$ 90,823	\$ 95,727	221
Assistant Middle School Principal	\$ 90,357	\$ 94,201	\$ 95,154	\$ 99,820	227
Assistant Secondary Principal	\$ 98,859	\$ 102,662	\$ 103,610	\$ 109,461	227
Elementary Principal	\$ 101,125	\$ 105,385	\$ 106,446	\$ 111,411	229
Middle School Principal	\$ 103,410	\$ 107,287	\$ 108,255	\$ 112,955	229
Secondary School Principal	\$ 113,091	\$ 116,972	\$ 117,938	\$ 122,639	229

**APPENDIX C
INDIVIDUAL CONTRACTS**

**ANNUAL CONTRACT FOR SCHOOL ADMINISTRATIVE UNIT 37
PRINCIPALS AND ASSISTANT PRINCIPALS**

AGREEMENT made this _____ day of, 20 _____, by and between the MANCHESTER

BOARD OF SCHOOL COMMITTEE of School Administrative Unit 37, hereinafter called the "Board", and, hereinafter called the (insert "Principal" or "Assistant Principal").

I The Board agrees to employ the (insert "Principal" or "Assistant Principal") for School Administrative Unit 37 for the work year, 20 _____ through and including, 20 _____.

II. The (insert "Principal" or "Assistant Principal") agrees to administer and supervise the school designated by the Board or its agents in accordance with all applicable Federal and State of New Hampshire laws and regulations, the rules and regulations of the State Board of Education and the rules and regulations of the Manchester Board of School Committee.

III. It is mutually agreed that:

- A. The (insert "Principal's" or "Assistant Principal's") work year shall be days.
- B. In the event any term or provision of this Contract is declared to be unenforceable by a court of competent jurisdiction or by action of the New Hampshire State Legislature, that provision shall be renegotiated but all other terms and provisions of this Contract shall remain in full force and effect
- C. Grounds for termination include, but are not limited to, the following:

By the Board:

(a) For immorality, incompetence, insubordination, failure to conform to the rules and regulations of the State Board of Education or the Manchester Board of School Committee or upon revocation of the Professional Administrator's license, or

(b) Pursuant to the provisions of Article Eleven, Individual Contracts, of the Master Agreement between the Manchester Board of School Committee and the Association of Manchester Principals, on behalf of the Principals and Assistant Principals.

By mutual agreement of the (insert "Principal" or "Assistant Principal") and the Board. If the Board does not intend to seek renewal of this Contract, it will notify the insert "Principal" or "Assistant Principal") in writing on or before March 31 of the year in which this Contract expires. If the (insert "Principal" or "Assistant Principal") does not intend to seek renewal of this Contract, he/she will similarly notify the Board in writing on or before March 31 of the year in which this Contract expires. Failure to provide the notice required by this paragraph shall entitle the other party to an automatic renewal of this Contract for one year upon the same terms and conditions herein set forth.

SCHOOL ADMINISTRATIVE UNIT #37

By: _____

Chairman

MANCHESTER BOARD OF SCHOOL COMMITTEE

By: _____

Principal or Assistant Principal

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 provided in your designated network or an out-of-network provider.		
Preventive Care <ul style="list-style-type: none">Immunization, lead screening, PSA (prostate screening), mammograms and PAP smearsRoutine physical exam for babies, children and adults including family planning visitsRoutine hearing examRoutine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>)	In Network Benefits Covered in full	Out of Network Benefits[Ⓢ] Covered up to MAB Subject to: \$100 deductible per member, no more than \$300 per family per plan year
Other Outpatient Care <ul style="list-style-type: none">Medical exam, office surgery and anesthesiaEarly childhood intervention therapy services for children up to age 3	\$25 per visit to your PCP \$35 per visit to any specialist	and
<ul style="list-style-type: none">Diagnostic lab services at SOS facilitiesDiagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilitiesHigh cost diagnostic imaging such as MRI/CT Scans at SOS facilitiesOutpatient surgery at Ambulatory Surgical Center at SOS facilitiesShort term rehabilitative therapy - physical, occupational, or speech (<i>unlimited</i>)[Ⓢ]	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">Surgery at non-SOS facilities or a hospital outpatient department	\$250 copay per visit	Some benefits are subject to precertification requirements. Refer to your Subscriber Certificate for details. Call 1-800-531-4450 to precertify.
<ul style="list-style-type: none">High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals	\$250 copay per visit	
<ul style="list-style-type: none">Diagnostic lab services at non-SOS facilities or hospitalsDiagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facility or hospitals	\$50 copay per visit \$125 copay per visit	
Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none">Semi-private room and boardPhysician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy.	\$1,500 deductible per member / \$3,000 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">Chiropractic visit (<i>12 visits per member per plan year</i>)OB/GYN care (performed by an OB/GYN provider)<ul style="list-style-type: none">ExamMaternity care (routine prenatal, delivery and postpartum)	\$35 per visit \$25 per visit Subject to inpatient deductible	

Emergency Room or Urgent Care Visit		
<ul style="list-style-type: none">ER facility charge (<i>copayment waived if admitted</i>)Urgent Care facility chargeER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.	\$150 per visit \$75 per visit Covered in full	Same as Network Benefits
Ambulance (medically necessary emergency transport only)		Covered in full
		Covered in full up to MAB
Service Received	Your Share of the Cost	
	In Network Benefits	Out of Network Benefits®
Mental Health and Substance Abuse		
<ul style="list-style-type: none">Outpatient services<ul style="list-style-type: none">Visit/consultation	\$25 copayment per visit	Subject to deductible and coinsurance
<ul style="list-style-type: none">Inpatient services<ul style="list-style-type: none">Semi-private room & boardPhysician visit	\$1,500 deductible per member / \$3,000 deductible per family per plan year deductible	
Prescription Drugs		
	Network Benefits	Out-of-Network Benefits®
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy	Retail (30 day supply): \$10 copay /tier 1 \$30 copay / tier 2 \$50 copay / tier 3 90 day supply available at retail for 3 copays Mail Order (90 day supply): \$20 copay /tier 1 \$60 copay / tier 2 \$100 copay / tier 3	Same as network benefits
<ul style="list-style-type: none">Copayment applies to each fill, up to a 30-day supply for retailIncludes maintenance drugs at a retail or mail order pharmacyOnly certain drugs are considered “maintenance” and are available for a supply greater than 30 days.Important notes:<ul style="list-style-type: none">If you choose to buy a brand drug, you pay the brand copay		
Refer to your prescription drug program flyer for details.		
Maximums for Services Subject to Deductible		
Individual Maximum	\$1,500 per member per plan year	Not applicable. All services subject to out of network deductible and coinsurance.
Family Maximum	\$3,000 per family per plan year	
Out of Pocket Limitations		
Medical Out-of-Pocket Limitation The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year	Not applicable. All services subject to out of network deductible and coinsurance.
Other		
Fitness Club Reimbursement	\$200 maximum reimbursement (limited to one member per enrolled household per plan year)	
Vision Hardware (per member every two plan years)	\$100 maximum reimbursement for frames and lenses	

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

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 provided in your designated network or an out-of-network provider.		
Preventive Care <ul style="list-style-type: none">Immunization, lead screening, PSA (prostate screening), mammograms and PAP smearsRoutine physical exam for babies, children and adults including family planning visitsRoutine hearing examRoutine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>)	In Network Benefits Covered in full	Out of Network Benefits[®] Covered up to MAB Subject to: \$100 deductible per member, no more than \$300 per family per plan year
Other Outpatient Care <ul style="list-style-type: none">Medical exam, office surgery and anesthesiaEarly childhood intervention therapy services for children up to age 3	\$25 per visit to your PCP \$35 per visit to any specialist	and
<ul style="list-style-type: none">Diagnostic lab services at SOS facilitiesDiagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilitiesHigh cost diagnostic imaging such as MRI/CT Scans at SOS facilitiesOutpatient surgery at Ambulatory Surgical Center at SOS facilitiesShort term rehabilitative therapy - physical, occupational, or speech (<i>unlimited</i>)☺	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">Surgery at non-SOS facilities or a hospital outpatient department	\$250 copay per visit	Some benefits are subject to precertification requirements. Refer to your Subscriber Certificate for details. Call 1-800-531-4450 to precertify.
<ul style="list-style-type: none">High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals	\$250 copay per visit	
<ul style="list-style-type: none">Diagnostic lab services at non-SOS facilities or hospitals	\$50 copay per visit	
<ul style="list-style-type: none">Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facility or hospitals	\$125 copay per visit	
Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none">Semi-private room and boardPhysician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy.	\$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">Chiropractic visit (<i>12 visits per member per plan year</i>)OB/GYN care (performed by an OB/GYN provider)<ul style="list-style-type: none">ExamMaternity care (routine prenatal, delivery and postpartum)	\$35 per visit \$25 per visit Subject to inpatient deductible	

Emergency Room or Urgent Care Visit		
<ul style="list-style-type: none">ER facility charge (<i>copayment waived if admitted</i>)Urgent Care facility chargeER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.	\$150 per visit \$75 per visit Covered in full	Same as Network Benefits
Ambulance (medically necessary emergency transport only)		Covered in full up to MAB
Service Received	Your Share of the Cost	
	In Network Benefits	Out of Network Benefits[®]
Mental Health and Substance Abuse		
<ul style="list-style-type: none">Outpatient services<ul style="list-style-type: none">Visit/consultation	\$25 copayment per visit	Subject to deductible and coinsurance
<ul style="list-style-type: none">Inpatient services<ul style="list-style-type: none">Semi-private room & boardPhysician visit	\$300 deductible per member / \$600 deductible per family per plan year deductible	
Prescription Drugs		
	Network Benefits	Out-of-Network Benefits[®]
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy	Retail (30 day supply): \$10 copay /tier 1 \$30 copay / tier 2 \$50 copay / tier 3 90 day supply available at retail for 3 copays	Same as network benefits
<ul style="list-style-type: none">Copayment applies to each fill, up to a 30-day supply for retailIncludes maintenance drugs at a retail or mail order pharmacyOnly certain drugs are considered “maintenance” and are available for a supply greater than 30 days.	Mail Order (90 day supply): \$20 copay /tier 1 \$60 copay / tier 2 \$100 copay / tier 3	
<ul style="list-style-type: none">Important notes:<ul style="list-style-type: none">If you choose to buy a brand drug, you pay the brand copay		
Refer to your prescription drug program flyer for details.		
Maximums for Services Subject to Deductible		
Individual Maximum	\$300 per member per plan year	Not applicable. All services subject to out of network deductible and coinsurance.
Family Maximum	\$600 per family per plan year	
Out of Pocket Limitations		
Medical Out-of-Pocket Limitation The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year	Not applicable. All services subject to out of network deductible and coinsurance.
Other		
Fitness Club Reimbursement	\$200 maximum reimbursement (limited to one member per enrolled household per plan year)	
Vision Hardware (per member every two plan years)	\$100 maximum reimbursement for frames and lenses	

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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☺ 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.*

Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Preventive Care <ul style="list-style-type: none"> Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears Routine physical exam for babies, children and adults including family planning visits Routine hearing exam Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>) 	Covered in full
Other Outpatient Care <ul style="list-style-type: none"> Medical exam, office surgery and anesthesia Early childhood intervention therapy services for children up to age 3 	\$20 per visit to your PCP \$30 per visit to any Specialist
<ul style="list-style-type: none"> Diagnostic lab services at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities 	Covered in full
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Outpatient surgery at Ambulatory Surgical Center at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Short term rehabilitative therapy- <i>physical, occupational, or speech (up to 60 visits; any combination; per member; per plan year)</i> 	Covered in full
<ul style="list-style-type: none"> Surgery at non-SOS facilities or a hospital outpatient department 	\$250 copay
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals 	\$250 copay
<ul style="list-style-type: none"> Diagnostic lab services at non-SOS facilities or hospitals 	\$50 copay
<ul style="list-style-type: none"> Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals 	\$125 copay
Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> Semi-private room and board Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy 	\$1,500 per member / \$3,000 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"> OB/GYN care (<i>performed by an OB/GYN provider</i>) <ul style="list-style-type: none"> Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (<i>unlimited visits</i>) 	\$20 per visit Subject to inpatient deductible \$30 per visit
Emergency Room or Urgent Care Center Visit	
<ul style="list-style-type: none"> ER facility charge (<i>copayment waived if admitted</i>) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc. 	\$100 per visit \$50 per visit Covered in full
Ambulance (<i>medically necessary emergency transport only</i>)	Covered in full
Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Mental Health and Substance Abuse	
<ul style="list-style-type: none"> Outpatient services <ul style="list-style-type: none"> Visit/consultation Inpatient services <ul style="list-style-type: none"> Semi-private room & board Physician visit 	\$20 copayment per visit \$1,500 per member / \$3,000 per family per plan year deductible
Prescription Drugs	
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy <ul style="list-style-type: none"> Copayment applies to each fill, up to a 30-day supply for retail Includes maintenance drugs at a retail or mail order pharmacy Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days. <p>Important notes:</p> <ul style="list-style-type: none"> Whenever available, your prescription will be filled generically. If you choose to buy a brand drug, you pay the generic copay, plus the difference in cost between the brand and generic drug. If, due to medical necessity, your physician must prescribe a brand drug, you pay the brand copay. <p>Refer to your prescription drug program flyer for details.</p>	Retail (30 day supply): \$10 copay / tier 1 \$30 copay / tier 2 \$50 copay / tier 3 90 day supply at retail for 3 copayments Mail Order (90 day supply): \$20 copay / tier 1 \$60 copay / tier 2 \$100 copay / tier 3
Maximum for Services Subject to Deductible	
Individual Maximum Family Maximum	\$1,500 per member per plan year \$3,000 per family per plan year
Out of Pocket Limitations	
Medical Out-of-Pocket Limitation The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year
Other	
Fitness Club Reimbursement	\$200 maximum reimbursement (limited to one member per enrolled household per plan year)
Vision Hardware (per member every two plan years)	\$100 maximum reimbursement for frames and lenses.

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.*

Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Preventive Care <ul style="list-style-type: none"> Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears Routine physical exam for babies, children and adults including family planning visits Routine hearing exam Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>) 	Covered in full
Other Outpatient Care <ul style="list-style-type: none"> Medical exam, office surgery and anesthesia Early childhood intervention therapy services for children up to age 3 	\$20 per visit to your PCP \$30 per visit to any Specialist
<ul style="list-style-type: none"> Diagnostic lab services at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities 	Covered in full
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Outpatient surgery at Ambulatory Surgical Center at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Short term rehabilitative therapy- <i>physical, occupational, or speech (up to 60 visits, any combination, per member, per plan year)</i> 	Covered in full
<ul style="list-style-type: none"> Surgery at non-SOS facilities or a hospital outpatient department 	\$250 copay
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals 	\$250 copay
<ul style="list-style-type: none"> Diagnostic lab services at non-SOS facilities or hospitals 	\$50 copay
<ul style="list-style-type: none"> Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals 	\$125 copay
Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> Semi-private room and board Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy 	\$250 per member / \$500 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"> OB/GYN care (<i>performed by an OB/GYN provider</i>) <ul style="list-style-type: none"> Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (<i>unlimited visits</i>) 	\$20 per visit Subject to inpatient deductible \$30 per visit
Emergency Room or Urgent Care Center Visit	
<ul style="list-style-type: none"> ER facility charge (<i>copayment waived if admitted</i>) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc. 	\$100 per visit \$50 per visit Covered in full
Ambulance (<i>medically necessary emergency transport only</i>)	Covered in full
Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Mental Health and Substance Abuse	
<ul style="list-style-type: none"> Outpatient services <ul style="list-style-type: none"> Visit/consultation 	\$20 copayment per visit
<ul style="list-style-type: none"> Inpatient services <ul style="list-style-type: none"> Semi-private room & board Physician visit 	\$250 per member / \$500 per family per plan year deductible
Prescription Drugs	
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy <ul style="list-style-type: none"> Copayment applies to each fill, up to a 30-day supply for retail Includes maintenance drugs at a retail or mail order pharmacy Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days. <p>Important notes:</p> <ul style="list-style-type: none"> Whenever available, your prescription will be filled generically. If you choose to buy a brand drug, you pay the generic copay, plus the difference in cost between the brand and generic drug. If, due to medical necessity, your physician must prescribe a brand drug, you pay the brand copay. <p>Refer to your prescription drug program flyer for details.</p>	Retail (30 day supply): \$10 copay / tier 1 \$30 copay / tier 2 \$50 copay / tier 3 90 day supply at retail for 3 copayments Mail Order (90 day supply): \$20 copay / tier 1 \$60 copay / tier 2 \$100 copay / tier 3
Maximum for Services Subject to Deductible	
Individual Maximum	\$250 per member per plan year
Family Maximum	\$500 per family per plan year
Out of Pocket Limitations	
Medical Out-of-Pocket Limitation The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year
Other	
Fitness Club Reimbursement	\$200 maximum reimbursement (limited to one member per enrolled household per plan year)
Vision Hardware (per member every two plan years)	\$100 maximum reimbursement for frames and lenses.
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

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Summary of Benefits – Plan Year

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Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Preventive Care <ul style="list-style-type: none"> Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears Routine physical exam for babies, children and adults including family planning visits Routine hearing exam Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>) 	Covered in full
Other Outpatient Care <ul style="list-style-type: none"> Medical exam, office surgery and anesthesia Early childhood intervention therapy services for children up to age 3 	\$20 per visit to your PCP \$30 per visit to any Specialist
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<ul style="list-style-type: none"> Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities 	Covered in full
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<ul style="list-style-type: none"> Surgery at non-SOS facilities or a hospital outpatient department 	\$250 copay
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Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> Semi-private room and board Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy 	\$250 per member / \$500 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"> OB/GYN care (<i>performed by an OB/GYN provider</i>) <ul style="list-style-type: none"> Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (<i>unlimited visits</i>) 	\$20 per visit Subject to inpatient deductible \$30 per visit
Emergency Room or Urgent Care Center Visit	
<ul style="list-style-type: none"> ER facility charge (<i>copayment waived if admitted</i>) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc. 	\$100 per visit \$50 per visit Covered in full
Ambulance (<i>medically necessary emergency transport only</i>)	Covered in full
Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Mental Health and Substance Abuse	
<ul style="list-style-type: none"> Outpatient services <ul style="list-style-type: none"> Visit/consultation 	\$20 copayment per visit
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Maximum for Services Subject to Deductible	
Individual Maximum	\$250 per member per plan year
Family Maximum	\$500 per family per plan year
Out of Pocket Limitations	
Medical Out-of-Pocket Limitation	
The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year
Other	
Fitness Club Reimbursement	\$200 maximum reimbursement (limited to one member per enrolled household per plan year)
Vision Hardware (per member every two plan years)	\$100 maximum reimbursement for frames and lenses.
Exclusions and Limitations	

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Services Not Covered

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

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



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

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:

2019

\$3,500 individual coverage

\$7,000 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 Retail 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.

Earn Rewards

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

- Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. 24/7 phone access to a nurse coach you can talk to about your pregnancy. A book that shows changes you can expect for you and your baby over the next nine months. Useful tools to help you, your doctor and your Future Moms coach track your pregnancy and spot possible risks.
- Wellness Tool Kit:** On-line program which allows you to take your Well Being Assessment and create a plan based on the results of that assessment. You will also gain access to wellness resources including videos, articles, healthy recipes and more.
- Condition Care:** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Program provides you with the tools to take charge of your health. You will also get 24/7 phone access to a nurse case manager. Health review and follow up calls if you need them. Tips on prevention and lifestyle changes to help you improve your quality of life.

Summary of Covered Services

Preventive Care

Anthem's Lumenos with HSA plan covers preventive services¹ 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

¹Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

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:

- | | |
|---|--|
| <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • 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.² 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: Unlimited 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
- Fitness Club Reimbursement \$200 maximum (limited to one member per enrolled household per plan year).
- Vision Hardware (per member every 2 plan years) \$100 maximum reimbursement for frames and lenses.
- Your Lumenos HSA plan includes a lifetime maximum of unlimited.

² 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.



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.

SISA1137P3 (Core SISA1137P2) Manchester School District

7/1/17

4 of 4

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

Lumenos National HDHP Plan Summary

Plan Year

Manchester School District 7/1/17 SISA258PN9 (core SISA258PN7)

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:

2019

\$3,500 Individual coverage

\$7,000 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

Out-of-Network Providers

\$2,000 individual coverage

\$4,000 individual coverage

\$4,000 family 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

Earn Rewards

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

1. **Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. 24/7 phone access to a nurse coach you can talk to about your pregnancy. A book that shows changes you can expect for you and your baby over the next nine months. Useful tools to help you, your doctor and your Future Moms coach track your pregnancy and spot possible risks.
2. **Wellness Tool Kit:** On-line program which allows you to take your Well Being Assessment and create a plan based on the results of that assessment. You will also gain access to wellness resources including videos, articles, healthy recipes and more.
3. **Condition Care:** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Program provides you with the tools to take charge of your health. You will also get 24/7 phone access to a nurse case manager. Health review and follow up calls if you need them. Tips on prevention and lifestyle changes to help you improve your quality of life.

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

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:

- | | |
|---|--|
| <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • Maternity Care • Chiropractic Care • Prescription Drugs • Home Health Care and Hospice Care • Physical, Speech, and Occupational Therapy Services • Durable Medical Equipment |
|---|--|

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos 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: unlimited 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.
- Fitness Club Reimbursement \$200 maximum (limited to one member per enrolled household per plan year).
- Vision Hardware (per member every two plan years) \$100 maximum reimbursement for frames and lenses.

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.



Lumenos HDHP Plan Summary

Manchester School District 7/1/17 SISA258PN9 (core SISA258PN7)

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.

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