

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
MANCHESTER
BOARD OF SCHOOL COMMITTEE
AND
MANCHESTER
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

September 1, 2015 – June 30, 2018

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ARTICLE ONE

PURPOSE

The purpose and intent of this document is to set forth the agreement reached between the Board of School Committee (hereinafter referred to as the "Board") and the Manchester Educational Support Personnel Association, NEA-New Hampshire (hereinafter referred to as the "Association") with respect to wages, hours and other terms and conditions of employment for the bargaining unit described in Article Two, Recognition.

ARTICLE TWO

RECOGNITION

1. The Board of School Committee hereby recognizes the Association as the exclusive representative of the bargaining unit for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment in accordance with RSA 273-A.
2. The bargaining unit is defined as follows:

All regular full-time and regular part-time employees, working seventeen (17) hours or more per week for the Manchester School District in the classification of Accountant I, Accounting Technician, Administrative Assistant II, Administrative Assistant III, Administrative Services Manager I, Athletic Operations Assistant, Computer Operator II, Hardware Services Technician, Information Support Systems Assistant, Information Systems Support Specialist, MCTV Operations Specialist, Micro Computing/Networking Manager, Network Services Coordinator, Operations Assistant, Payroll Coordinator, Print Shop Manager, School Equipment Operations Manager, and School Video Technician.
3. The positions of Secretary to the Superintendent and Secretaries to the Assistant Superintendents, Secretary to the Business Administrator, Benefits Coordinator, Community Relations Facilitator, Payroll Supervisor, and Warehouse Coordinator are excluded from the bargaining unit.
4. Whenever the Board establishes a new position for which certification or licensure is not required by the New Hampshire Department of Education, the Board shall provide to the Association President, prior to the posting of the position, a copy of the job description. The inclusion or exclusion in the bargaining unit of any personnel classifications established by the Board subsequent to the effective date of the Agreement shall be preceded by discussion with the Association. Any impasse in this area may be submitted by either or both parties to the Public Employee Labor Relations Board for resolution.

ARTICLE THREE

NEGOTIATIONS PROCEDURE

1. On or before June 1 of any year preceding the expiration date of this Agreement, either party desiring to bargain a successor Agreement must serve written notice to the other of its intentions. Thereafter, the parties shall schedule a meeting at a mutually agreed upon time and place to commence negotiations. The negotiations shall be pursuant to the provisions of RSA 273-A and any agreed upon ground rules.
2. The parties agree, in the interest of a good faith effort to reach agreement, to negotiate on wages, hours and conditions of employment as defined in RSA 273-A: 1 XI.
3. Any Agreement reached shall be reduced to writing and signed by the parties. However, the obligation to negotiate does not compel either party to agree to a proposal or make a concession.
4. During such negotiations, the parties will present data, exchange points of view and make proposals and counterproposals. The Board will, upon reasonable request of the Association, make available to the Association any existing pertinent, non-confidential records, data, and information of the Manchester School District and Human Resource Departments.
5. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

ARTICLE FOUR

GRIEVANCE PROCEDURE

1. Definitions

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 Agreement.

The term "days" when used in this Article shall mean Monday through Friday, excluding holidays or other days when the Central Administration office is closed.

2. Purpose

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise affecting the welfare or working conditions of any bargaining unit member having a grievance. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate

at any level of the procedure, which shall be handled as provided in this Article.

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 supervisor and to have the grievance adjusted without the intervention of the Association, provided that such adjustment is not inconsistent with the terms of the Agreement. The Association shall have the right to communicate its concerns to the appropriate administrator, relative to any interested party; however, this right shall not extend to being present at any meeting, unless the grievant wants the Association to be there. Any adjustment reached without the presence of a designated representative of the Association shall not be precedential in any way.

Bargaining unit members having a lead person, such as an Administrative Services Manager 1 or Financial Unit Supervisor, must first discuss with such lead person any problems which may lead to a grievance, provided that the lead person is alleged to have caused or to have been involved in the problem and/or has the authority to resolve it. This discussion should take place as a courtesy to the lead person, who should be made aware of any such problems and who should resolve them to the extent that he/she is so authorized.

3. Procedures

Since it is anticipated that nearly all grievances can be resolved informally at level one, it is important that the complaint be processed as rapidly as possible. The timelines contained herein should be considered maximum. The time limits may be extended by mutual agreement, in writing.

Bargaining unit members shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until their grievance(s) is resolved, provided that such assignments, rules and/or regulations do not jeopardize that bargaining unit member's personal safety and/or integrity.

A. Level One Discussion

If the grievance is not brought to the attention of a bargaining unit member's immediate supervisor within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered waived. An aggrieved person shall give written notice to the immediate supervisor and a brief explanation of the alleged grievance. Such aggrieved person will informally discuss the complaint with his/her immediate supervisor either directly or through the Association's representative with the object of seeking resolution. The immediate supervisor shall hold a discussion with the grievant and his/her Association representative, if the representative is requested by the grievant, within five (5) days after receiving the written notice that there is a complaint. The immediate supervisor shall give an answer within five (5) days from the date that the complaint is informally

discussed. In the event that the Superintendent is the immediate supervisor, the aggrieved person shall refer the matter to the Business Administrator.

B. Level Two Formal Grievance

If the grievant is not satisfied with the disposition of the grievance at Level one, or if no decision has been rendered within ten (10) days after the informal meeting at Level one, the grievant may file the grievance, in writing, with the Association's Grievance Committee within five (5) days after the decision at Level one or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days of the receipt of the grievance the Chair of the Association Grievance Committee may refer the grievance in writing to the Superintendent or his/her designee. The grievance and its specifics shall be submitted on the form contained in Appendix A of this Agreement.

Within ten (10) days of the receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve it. The Superintendent or his/her designee shall render his/her decision within five (5) days after the meeting.

C. Level Three Pre-arbitration

If the grievant is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within the time frames specified in Level Two, the grievant may refer the matter, in writing, to the Chair of the Association Grievance Committee within five (5) days after the decision at Level Two, or twenty-five (25) days after the complaint was referred to Level Two, whichever is sooner. Within five (5) days after receiving the written appeal, the Association may refer the matter, in writing, to the Superintendent's office for a pre-arbitration meeting. Within ten (10) school days after receiving the written request for a pre-arbitration meeting, the Superintendent and the School District's legal counsel will meet with the aggrieved person and the union representatives for the purpose of resolving the grievance and/or resolving any pre-arbitration issues. Within ten (10) days of meeting on level three, and if the aggrieved person is not satisfied with the disposition of his/her grievance, the grievant may submit a written request that grievance be referred to arbitration. Upon receipt to the request for arbitration, the parties will attempt to frame the issue for the arbitrator and to stipulate joint exhibits. The parties will also attempt to agree on the selection of an arbitrator. If the parties are unable to agree on the selection of an arbitrator, the parties shall utilize American Arbitration Association selection process, which rules shall also govern the Arbitration hearing.

If no satisfactory resolution is reached as a result of the meeting, the Association may submit a written demand for arbitration, with a copy to the Chief Negotiator/Contract Administrator, to a mutually agreed upon neutral dispute resolution agency under its rules or to the American Arbitration Association under

its rules, which rules shall govern the Arbitration hearing.

D. Level Four Arbitration

The arbitrator shall schedule the arbitration hearing at a time and place mutually agreeable to the parties. The Arbitrator shall have no authority to hold a hearing on more than one grievance at any hearing unless the parties mutually agree to the submission of multiple grievances to one arbitrator.

The arbitrator shall not have the power to alter, add to, or subtract from the terms of the Agreement. The arbitrator shall have no authority to render a decision which requires the payment for retroactive wages or adjustments which extend prior to the date when an aggrieved employee knew or should have known of the act or condition upon which the grievance was based, as specified in Section 3A of this Article.

The decision of the arbitrator shall be final and binding on the parties as to the matter in dispute.

The costs for the services of the Arbitrator, including reasonable expenses, shall be born equally by the parties. The parties agree that the party who requests a postponement of any arbitration hearing shall be obligated to pay any related postponement costs or fees.

E. Miscellaneous

1. Failure at any level of the grievance procedure of "management" to render a decision within the specified time limits shall permit the grievance to proceed to the next level.
2. Failure of the grievant and/or the Association to abide by the time limits set forth in this article shall result in the grievance being dismissed without further action being taken with respect to such grievance.
3. No reprisals of any kind will be taken by the Board, any member of the Administration or the Association against any party of interest, any Association representative or any other participant in the grievance procedure by reason of such participation.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4. If, in the judgment of the Association, a grievance affects a group or class of bargaining unit members, the Association's Grievance Committee may file such a grievance in writing at Level Two. In the event of such a grievance, said Committee must specify the names of all bargaining unit

members who claim there has been a violation or misapplication of a provision of the Agreement as to them, the specific provision(s) involved and the date(s) of the alleged violation(s) or misapplication(s). The signature of the bargaining unit members who claim the violation, etc., must be provided within ten (10) days of the filing or the grievance will not be processed, except if any bargaining unit member is unavailable and a reasonable attempt has been made to secure his/her signature.

If such a grievance is not filed within forty-five (45) days of the date(s) of the alleged violation(s) or misapplication(s), then the grievance will be considered waived.

5. The Superintendent or his/her designee may initiate a grievance against any bargaining unit member or the Association under the terms of this Article by specifying to the Association, in writing, the specific name(s), date(s), alleged violation(s) or misapplication(s) and the provision(s) of this Agreement involved. Such a grievance shall be commenced at Level Three.

If such a grievance is not filed within forty-five days of the date(s) of the alleged violation(s) or misapplication(s), then the grievance shall be considered waived.

6. The Board agrees to allow a MESPA grievance representative and an aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances only, provided such time away from work does not interfere with the work of the area(s) involved. Such time will not be withheld unreasonably. The MESPA grievance representative will obtain prior permission to absent him/herself from work before leaving a work site and shall obtain prior permission of the appropriate supervisor involved before interrupting the work of an aggrieved employee(s) located at a different work site. Employees shall not be entitled to vehicle reimbursement per Article 30.8 when they travel for grievance purposes.

ARTICLE FIVE

STRIKES, SANCTIONS, RESIGNATION AND LOCKOUTS

The Board and the Association desire uninterrupted services, and, therefore, it is agreed that during the life of this Agreement, the Board shall not cause or sponsor any lockout, and the Association shall not cause, sponsor, encourage or condone any strikes, including "wildcat" strikes, sanctions, wholesale resignations, job actions or any curtailment or interruption of the operations of the Manchester School District. The term "wholesale resignations" shall not include any bargaining unit members who have quit in order to accept job offers, or who have decided to retire. Both parties agree that they will immediately disavow such activity. If at the

expiration of the Agreement the Board and the Association have not concluded a successor Agreement, the Association may engage in any activity, which is not unlawful in the State of New Hampshire.

ARTICLE SIX

MANAGEMENT CLAUSE

1. The Association agrees that, except as specifically abridged or limited by the provisions of this Agreement or any agreement that hereafter be duly made, all 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.
2. The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion and authority, which by law are vested in them.

ARTICLE SEVEN

DUES DEDUCTIONS

1. The Board agrees to deduct from the wages of Bargaining Unit Members, who occupy positions included in the bargaining unit dues for the Manchester Educational Support Personnel Association as such employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association. Authorizations shall be in writing in the form set forth below, or in the form used by the Association to enroll its members.

“Dues Authorization Card”

MANCHESTER EDUCATIONAL SUPPORT ASSOCIATION

NAME: _____

ADDRESS: _____

I hereby request and authorize the Board to deduct from my earnings in accordance with the procedure set forth in Article Seven (7) between the Board and the Association and to transmit to the treasurer of the Manchester Educational Support Personnel Association/NEA-New Hampshire an amount sufficient to provide for the regular payment of the membership dues, as certified by the Association for the present school year and for succeeding years. I understand that if I wish to discontinue such deductions

for any school year, I must notify the School District Finance office and the Association in writing to do so no later than sixty (60) days prior to the commencement of the school year. 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 its officers from any liability therefore.

Bargaining Unit Member's Signature

Date

2. The Association will certify to the School District Finance office the current rate of its membership dues and will give the district thirty (30) days written notice prior to any change.
3. For 52-week employees: dues shall be deducted in 38 equal installments beginning with the first payday in September.
4. For 42-week employees: dues shall be deducted in equal installments every pay day for thirty-eight (38) weeks beginning with the first (1st) pay day in September with the exception of the (1st) payday in January, and the (1st) payday after the so-called February and April school vacations.

The Board will not be required to honor any authorizations that are delivered to it later than October 15.

Exempt from the October 15th cut-off date will be probationers who satisfactorily complete their probationary period after September 30. If such employees submit a Dues Authorization Card within thirty (30) work days of the successful completion of their probationary period, they shall have all such dues deducted in equal amounts for the remainder of the twenty (20) pay deduction schedule.

5. No later than October 15, the Association will provide the District Finance office with a list of employees who have voluntarily authorized the Board to deduct dues for the Association along with copies of their dues authorization cards and the amount of me deduction for each pay period. Any employee desiring to have the Board discontinue deductions that the employee has previously authorized must notify the District Finance officer and the Association sixty (60) days prior to the commencement of the new school year.

ARTICLE EIGHT

NON-DISCRIMINATION

1. The Board agrees not to discriminate against employees because of race, creed, color, sex, age, religion, national origin, or physical handicap, except where age or physical conditions are bona fide qualifications for employment.
2. In accordance with RSA 273-A, the Board and the Association agree not to discriminate against any member of the bargaining unit.

ARTICLE NINE

ASSOCIATION AND EMPLOYEE PRIVILEGE

1. The Association shall have the right to place notices, circulars and other materials in employee mailboxes and on bulletin boards, provided that such written material is not intended to be inflammatory. A courtesy copy of such material will be given to the Superintendent and the administrator in charge of the worksite. The Association shall also have the right to use the intra-school distribution system to circulate Association materials.
2. If the Board or the School District intends to change its method of operations which involves contracting out, for more than thirty (30) consecutive days, the work being performed by bargaining unit members, the Board will give thirty (30) days notice to the Association and the employees covered by this Agreement of its intention. Further the Board will make every effort to absorb affected employees into other City (District) positions. In those cases where employees are not absorbed into other City (District) positions, the Board provides as much notice as possible. The decision to contract out shall not be grievable.
3. With reasonable notice a bargaining unit member can review and make copies of the materials contained in his/her personnel file. Bargaining unit members may also attach a written statement to any document for the purposes of clarification or refutation. Employees will be given a copy of any written evaluation or appraisal of performance, which is to be placed in that employee's personnel file. The employee will sign the evaluation or appraisal prior to being filed. The signature requirement is only to show that the employee had an opportunity to review the material before it was filed.

Information in the personnel file of the requesting employee may be denied in accordance with RSA 275:56.

ARTICLE TEN

EMPLOYEE DISCIPLINARY PROCEDURES

1. Disciplinary actions shall normally be progressive in accordance with the following order; however, disciplinary action may be taken out of order depending on the severity of the infraction.
 - (a) Verbal warning
 - (b) Written reprimand
 - (c) Suspension without pay
 - (d) Discharge

2. Disciplinary action shall be proportionate to the severity of the infraction. All reprimands, suspensions and discharges must be stated in writing, with the reason(s) stated and a copy given to the employee at the time of the reprimand, suspension or discharge. The employee shall sign a copy as an acknowledgment of the action only.

3. A bargaining unit member, upon his/her request, may have a representative of the Association present during any investigation meeting which may lead to a written reprimand, suspension or discharge.

4. No bargaining unit member may be given a written reprimand, suspended or discharged without just cause. Just cause shall mean that the evidence supports the disciplinary action.

5. Upon a bargaining unit member's request, his/her personnel file will be cleared of any written reprimands after a period of twenty (20) months of work time from the date of the reprimand, provided that there are no similar infractions committed during the intervening period.

6. Upon a bargaining unit member's request, his/her personnel file will be cleared of any suspension notices that include time off without pay after a period of thirty-six (36) months of work time from the date of the suspension, provided that there are no similar infractions committed during the intervening period.

ARTICLE ELEVEN

OCCUPATIONAL AND PROFESSIONAL IMPROVEMENT

1. Official Delegates and official members elected to the NEA-New Hampshire Delegate Assembly shall be granted one (1) paid leave of absence day to attend the annual meeting. In addition, Association members, designated by the President, shall be granted one (1) paid leave of absence in order to conduct pre-planned official Association business, such as attending meetings, workshops and conferences. The total number of days under this section shall not exceed five (5) in a calendar year. Such time may be

used in blocks of one-half day. The President of the Association shall be granted two (2) work days to conduct official Association business per fiscal year. The days may be used in hour increments. In the event of co-presidents, the time will be shared.

2. Tuition Reimbursement: Bargaining Unit Employees who wish to receive reimbursement at accredited colleges, universities or training schools or at related seminars, workshops or conferences, must submit a request for reimbursement at least five (5) days in advance of the start of the education program to the Human Resources Department, which shall determine eligibility.
 - A. In order to be eligible for reimbursement, the education program must:
 1. Relate to the current duties and classification of the employee; or be approved as relating to a relevant City employment career path or a future work assignment.
 2. Be approved by the Superintendent or his/her designee
 3. Be in accordance with the policies and procedures for educational incentive reimbursement as established by the Human Resources Department.
 - B. Effective upon ratification by the parties, the Board shall pay not more than seventy-five percent (75%) of the costs of tuition, course fees, required textbooks, and materials for any education program(s) for an individual not to exceed a maximum of Thousand Two Hundred Dollars (\$1,200.00) in the fiscal year. The total amount for Education Incentive Reimbursement shall be Ten Thousand Dollars (\$10,000.00) during the fiscal year.
 - C. Once an education program is approved as meeting the requirements and paid receipts are submitted, an advance will be made to the Bargaining Unit Member of one-half (1/2) of the authorized amount, not to exceed Six Hundred Dollars (\$600.00). The remainder of the reimbursement will be paid upon the presentation of a certificate of satisfactory completion of the education program, which must be submitted within ninety (90) days of the completion of the course.
3. When the Administration proposes that BOSC purchase a new software program, technical program or new equipment to be used by members of the bargaining unit, it shall include in its cost estimates costs directly related to training programs including employee time to participate in training. No employee will be required to spend personal money or time for such training and the costs for the training shall be in addition to the amounts set forth in 2 above.
4. In advance of the school district's implementation of new computer software for which bargaining unit employees require training in order to operate, the Association and the school district shall establish a joint committee, composed of two representatives of each party, to assess job training needs of bargaining unit members. The committee may

forward its advisory recommendations or other results of its work to the school district superintendent and to the Association.

This provision shall apply only to implementation of major computer software, and shall not apply to temporary reassignments of employees for the purpose of performing routine office functions.

The schedule for convening the committee shall be determined by the school district's assessment of its needs. The school district shall notify the Association of the school district's plans so that the committee can assess training needs in advance of implementation.

ARTICLE TWELVE

WORK SCHEDULE

1. The normal work year for all regular, full-time bargaining unit members shall be either fifty-two (52) weeks or forty-two (42) weeks per year for school term employees, except for those positions occupied by bargaining unit members who worked in the 1989-90 school year less than the normal work year.
2. School term employees' normal work year schedule shall be comprised of two hundred (200) days, commencing two (2) weeks prior to the arrival of students in September and two (2) weeks after the last day for students in June. Any variation of the normal work year schedule shall be by agreement between the administration and the affected bargaining unit member.
3. Unless otherwise agreed in writing, the normal workweek for regular, full-time bargaining unit members shall be Monday through Friday. The normal work day for such employees shall be seven (7) hours, except that it shall be eight (8) hours for the following classifications: Network Services Coordinator, Information Systems Support Assistant, and Hardware Services Technician.
4. All bargaining unit members will be entitled each day to a ten (10) minute respite for each four (4) hours worked. Bargaining unit members who are not provided the ten (10) minute respite each four (4) hours worked shall accumulate ten (10) minutes of compensatory time for each occurrence.
5. All bargaining unit members, working more than four (4) hours each day, shall be entitled to a duty-free lunch break. Lunch breaks shall be the same duration as in the past: secondary school and central administrative office personnel shall have one (1) hour unpaid lunch period. School Food and Nutrition and elementary school personnel shall have one-half (1/2) hour unpaid lunch period. Lunch breaks shall be self-scheduled and allow for flexible use of time with prior approval of the immediate supervisor or his/her designee.

6. Video technicians shall work forty (40) hours per week on a flexible schedule as assigned by his/her supervisor.
7. Administrative Assistants III at elementary schools with more than 500 students enrolled shall work a forty (40) hour work week.

ARTICLE THIRTEEN

SAFETY AND HEALTH

The School District shall have the right to make reasonable regulations for the safety and health of its employees during their working hours of employment. Representatives of the District and the Association will meet once in ninety (90) days at the request of either party to discuss such regulations. Members of the bargaining unit will comply with the reasonable rules and regulations to safety and health promulgated by the District.

ARTICLE FOURTEEN

OTHER WORKING CONDITIONS

1. Each school within the district shall have guidelines developed on or before December 1, 2016 for bargaining unit members to follow in circumstances where the administration are absent from the building and/or when they are placed in charge of students by circumstance or by direction. As soon as practicable after ratification, a joint labor/management committee comprised of six (6) persons, three (3) from the association and three (3) from the administration, one of whom shall be the Human Resources Director, shall meet in order to develop the guidelines referenced above. In addition, employees will receive appropriate training on emergency response and overall building/student safety. This committee shall also develop a policy to govern the procedures for making up time lost when schools are closed as referenced in Section 4 of this Article. The Committee should complete its work by December 1, 2016.
2. In the absence of a school nurse or building administrator or other responsible person, a bargaining unit member may not be designated by the principal to dispense medication in accordance with the guidelines prescribed by the City Health Department.
3. Unless it was a condition when hired, no bargaining unit employee will be required to use his/her own tools or equipment.
4. When schools are closed by the Superintendent, or his/her designee or by the Mayor due to inclement weather or any other reason, bargaining unit members who are instructed not to work by their supervisors, shall be allowed to adjust their normal workday in order to make up the time lost. Such adjustments may include changing his/her lunch or rest break, lengthening the normal workday, provided that the immediate supervisor has

approved such adjustments.

If any school(s) is/are closed by the Superintendent due to the shutoff of utilities and there are no students in the building(s) and no instructional makeup days are involved, the employees will have the option to stay and work (unless the Superintendent identifies a danger to the employees) or leave and make up the time later.

42 week school term employees may, in lieu of working in smaller increments, also add the snow day to the end of the year.

42 week school term employees that wish to make up a snow day shall submit a time sheet indicating the snow day make-up time. This sheet will be submitted to payroll AFTER one (1) full work day has been made up.

Banking time for snow days is not allowed. Snow day make-up time cannot occur until an actual snow day is announced by the District.

Any make up of a snow day must have the prior approval of his/her direct supervisor. Up to two snow days does not need to be made up per contract year.

5. In the event that opening is delayed at the school district central office and/or any school building in the district, bargaining unit employees' reporting times, work schedules, and compensation shall be adjusted as follows:
 - (a) If the delayed opening is the result of inclement weather that creates unsafe road conditions, employees shall report to work as soon as road conditions permit safe travel.
 - (b) Any bargaining unit employee who reports to work at any school district building prior to the official time of the delayed opening shall be compensated at one and one-half times their regular pay rate, regardless of the provisions of Article 30, paragraph 6.
 - (c) Employees shall not be required to remain on duty or report for duty at times outside of their regular work schedule as a result of time lost due to delayed opening(s).
 - (d) Employees who do not report to work during delayed openings shall not be paid for that lost time, but those employees shall have the option to make up the lost time and pay by adjusting their work schedules as mutually agreed upon between the employee and the immediate supervisor.

ARTICLE FIFTEEN**PROBATIONARY PERIOD**

The normal probationary period shall be six working (6) months. In an unusual circumstance, the probationary period may be extended for an additional six (6) months. In such a case, the probationary employee shall be eligible for all contract benefits except for vacation leave and Sick Leave Bank. Such employees may be terminated with or without cause during said extended probationary period. Upon successful completion of the probationary period, the employee shall be compensated at Step B of the appropriate salary grade.

ARTICLE SIXTEEN**REQUEST FOR RECLASSIFICATION/UPGRADING**

1. Any employee shall have the right to consideration of any request he/she may have with respect to the application of the classification and compensation plans to his/her position. Such request shall be in writing setting forth why his/her position more closely resembles the job description of another classified position. The written request must be sent to the Superintendent with a copy to the requesting employee's immediate supervisor.
2. The Human Resources Director shall promptly seek to arrive at a solution, which is consistent with the classification plans and acceptable to the employee. The Human Resources Director will advise the employee of the status of the request within thirty (30) days after the employee's written request. If the Human Resources Director is unable to resolve such a request in a manner in which the employee is willing to accept in writing, the matter may be referred by the employee in writing to the Reclassification Appeals Committee for a solution.
3. The Reclassification Appeals Committee shall be comprised of one (1) union representative, one (1) administrative representative and one (1) community representative upon mutual agreement. The parties' community member will be the chair of the Reclassification Appeals Committee. By December 31, 2016, the classification Appeals Committee shall develop and publish its administrative rules for making an appeal. This Committee shall render its final decision within fifteen (15) days from the receipt of the appeals request. If the request is granted, the employee will be paid retroactively to the date of the initial filing.

ARTICLE SEVENTEEN**PROMOTIONS AND TRANSFERS**

1. The School District reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications, ability and performance of duties, but shall be governed by district seniority where equal qualifications, ability and performance of duty, as determined by the district, have been demonstrated.
2. In accordance with applicable provisions of this Agreement, the school district shall post all bargaining unit positions that are vacant, or that are expected to be vacant for one year or longer. Such positions may become available as promotional opportunities, newly created positions, lateral transfers, or voluntary demotions. All positions shall be posted on the school district's bulletin boards for a period of at least five full regular work days. At the start of the five-day posting period, all job postings shall also be distributed to all bargaining unit employees by electronic mail.
3. Job postings shall include job specifications, hours of work, pay rate, and job location.
4. If the vacancy is to be filled, management shall notify the employee that he/she is being recommended for the position no later than thirty (30) days after the closing of the posting period, provided that the Board has authorized the filling of said vacancy.
5. The name of the person awarded the position shall be posted for five (5) days following the award.
6. Bargaining unit members, who wish to contest the award, may file a grievance in accordance to the procedures contained in Article Four of the Agreement.
7. Vacancies which are excluded from the bargaining unit shall be posted on school district bulletin boards, provided, however, that appointment to these positions shall not be subject to the grievance procedure.
8. Preference will be given to bargaining unit members who meet the qualification, ability and performance of duty standards prior to hiring persons from outside the bargaining unit. Current employees are exempt from bachelor or associate degree requirements if he/she has demonstrated the skills necessary to perform the functions of the position. Determination of whether or not the employee has demonstrated the skills necessary to perform the functions of the job shall be at the sole discretion of the immediate supervisor of the vacancy in consultation with the HR director and such determination shall not be subject to the grievance procedure.
9. School term employees who would like to apply for vacancies which may occur in July or August, shall notify the Superintendent in writing by June 15. The Superintendent shall send job posting notices to those school term employees who have requested them. Employees who desire to apply for such vacancies shall submit a letter of interest. Nothing herein shall be construed to prevent the administration from requiring the

employee/applicant to update the information the District has on file in order to be considered for the vacancy.

10. A bargaining unit member who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status not to exceed six (6) working months in the higher position. The bargaining unit member shall be periodically evaluated to determine if he/she is performing the job in a satisfactory manner. If the bargaining unit member is unable to perform satisfactorily in the higher level position, then he/she shall be reduced in status to the same classification, pay grade and pay step as he/she obtained prior to the promotion.
11. When a bargaining unit member is temporarily required in writing by the Superintendent or his/her designee to serve in and accepts the responsibility for work in a higher class of positions except those requiring State certification, the bargaining unit member shall receive the entrance rate of that class or a five (5) percent step increase above his/her present rate, whichever is higher, while so assigned, which assignment is subject to the approval of the Human Resources Director. Such temporary assignment to higher class of positions, to qualify for the higher rate of pay, shall be regular and continuous in character for at least one work day for hourly rated bargaining unit members. An employee may be temporarily assigned to the work of any position of the same or lower class grade without change in pay. In any case when a salaried/hourly rated bargaining unit member is assigned to temporarily serve in a higher hourly/salaried position, then such salaried/hourly employee shall be granted a plus rate in accordance with this section if the assignment is for one full work day or longer.
12. Employees being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide for a minimum of a ten-percent (10%) increase in salary.

ARTICLE EIGHTEEN

SENIORITY

1. **DEFINITION**

There shall be two types of seniority:

- a. School District Seniority
- b. Classification Seniority

District seniority shall relate to the time an employee has been continuously employed by the school district in positions included within the bargaining unit.

Classification seniority shall relate to the length of time an employee has been employed in a particular classification encompassed within the bargaining unit.

2. District and classification seniority shall determine layoffs and recalls.
3. District seniority shall be considered for promotions in accordance with the procedures set forth in Article 17 of this Agreement.
4. Until an employee has completed the probationary period, he/she will have no seniority status.
5. The School District shall post a revised seniority list by February 1 of each year. A copy of the seniority list will be given to the Association at the time of the posting. In the event of a tie the lottery system will be used to determine seniority placement on the list, and the member determined to have more seniority will be placed first, and so forth. The lottery will take place in the office of HR with a designated member of the Association present.

ARTICLE NINETEEN

LAYOFFS

1. In the case of a layoff, bargaining unit members shall be laid off by classification seniority and by district seniority, as set forth below.
2. Employees shall be given at least thirty (30) days advance written notice.
3. If the Board determines that a layoff is necessary, bargaining unit members shall be laid off in the inverse order of their classification seniority by group (school term or year round). If the person to be laid off has five (5) years or- more of service in the Manchester School District, he/she shall be offered a reassignment in the other group; provided that he/she has more classification seniority than another employee in the same classification in the other group.

The employee who is offered the reassignment shall have five (5) work days to accept by so informing the Superintendent in writing. If the person does not accept the offer, he/she will be laid off in accordance with the provisions of this Article.

4. An employee whose position is being abolished shall have the right to replace an employee in a lower classification, provided that the employee has: 1.) previously worked in the lower classification; 2.) has greater District seniority and 3.) has five (5) or more years of service in the Manchester School District. An employee, who has moved to a lower classification in which he/she has previously worked, will be credited with District seniority for the purposes of ascertaining his/her seniority in the lower classification. The displaced bargaining unit member shall have the same reassignment rights. Any bargaining unit member who displaces another member shall be placed in a trial status for

six (6) months. The bargaining unit member shall be periodically evaluated to determine whether he/she is performing the job in a satisfactory manner. If the employee does not perform satisfactorily he/she may be terminated. A terminated employee shall have the right to grieve his/her termination in accordance with the Grievance Procedure set forth herein. The terminated employee shall be entitled to severance payments in accordance with the provisions found in Article 20.3, Vacations and 23.6 and 26.8A, Sick Leave.

5. Bargaining unit members shall have recall rights in the inverse order of the layoff, provided that the person is qualified for the vacant position. Bargaining unit members shall have recall rights for a period of twenty-four (24) months from the date of layoff.
6. Bargaining unit members shall be notified by registered mail, return receipt requested, of a recall notice. The notice shall be sent to the address of record. Employees shall be responsible for notifying the Superintendent of any change of address. Recalled employees will have ten (10) work days from the date of the receipt of the notice to be available to report to work. If the employee does not reply to the notification within ten (10) work days from the receipt of the recall notice, such employee's name shall be removed from the recall list and all recall rights will be forfeited. If the bargaining unit member notifies the Superintendent within the ten (10) day period that he/she accepts the recall but is unable to return to work because of a documented health reason or other sound reasons, the employee shall be passed over but will remain on recall until the end of the twenty-four (24) month recall period. For bargaining unit members that are recalled within 24 months of lay off, accumulated sick time will be restored to pre-laid off status upon recall, without any accrual of days during the laid off period, unless the employee cashed out in accordance with Article 23.6.
7. During the time that an employee is laid off, his/her seniority will not accrue; provided however, laid off bargaining unit members will not lose seniority accumulated at the time of the layoff.
8. No bargaining unit position will be filled by new hires while there are still eligible bargaining unit members who are laid off and qualified for such positions.
9. All seniority rights shall be broken by:
 - a. Discharge
 - b. Voluntary quit
 - c. Failure to respond to a recall or failure to accept a recall as specified in Section 6 above;
 - d. Remaining on recall for more than twenty-four (24) months.

ARTICLE TWENTY

VACATIONS

1. A. All bargaining unit members, except school term employees and those who work less than one-half time, shall be entitled to paid vacations in accordance with the following schedule:
 - a. Accrual rate for two (2) calendar weeks begins on the date of hire;
 - b. Accrual rate for three (3) calendar weeks begins at the beginning of five (5) years of continuous service;
 - c. Accrual of four (4) calendar weeks of vacation begins at the beginning of fifteen (15) years of continuous service;
 - d. Accrual of five (5) calendar weeks begins at the beginning of twenty (20) years of continuous service.
- B. Permanent school term employees shall accrue one (1) paid vacation day each school year which shall be available for use on July 1 following such accrual; provided, however, said employees shall not be permitted to accrue more than two (2) vacation days in any fiscal year (July 1 through June 30). If an employee is denied the use of a vacation day because of increased work demands, that employee may choose to be paid for the lost vacation day. Employees achieving permanent status after July 1, 2003 are eligible for their first paid vacation day on July 1, 2004.
2. Vacation credits shall accrue during the first six (6) working months of employment, but an employee shall not be eligible to use such vacation credits until the successful completion of his/her six (6) month probationary period. If an employee leaves or is terminated for any cause during his/her probationary period, he/she shall not have earned any vacation credits and shall not be eligible for payment for any vacation credits. Employees who are initially employed in a full-time temporary status and who are subsequently appointed to a permanent status, without break in service, as determined by the Human Resources Department, shall be allowed credit for the time served in temporary status towards accrual of vacation benefits.
3. Vacation pay shall be based upon the employee's regular daily rate of pay. Upon termination, permanent employees shall be paid for all unused vacation time based upon their then current rate of pay.
4. No 52-week employees shall be permitted to accrue in excess of two (2) times his/her annual vacation; i.e. employees who earn ten (10) days of vacation per year shall have no more than twenty (20) days earned vacation to their credit at any one time.

5. Absence on account of sickness, injury or disability in excess of leave authorized in other articles may, at the request of the employee and within the discretion of the Superintendent or his/her designee, be charged against earned vacation leave allowance.
6. The Superintendent or his/her designee shall schedule vacation leaves with particular regard to seniority of employees, to accord with operating requirements and, insofar as possible, with the request of the employee. Vacation shall be scheduled at the discretion of the Superintendent or his/her designee to provide the least disruption of district services. Each year the Superintendent or his/her designee shall request in writing bargaining unit members' preferences for vacation time. Within thirty (30) days from the return date on the Superintendent's request, a master vacation schedule shall be posted at each work location.

Subject to the school district's operating requirements, 52-week employees may use vacation time in blocks of one hour.

7. In the event that a paid legal holiday as prescribed in Article 21 falls during the week an employee is on vacation, such holiday shall not be charged against the vacation time.

ARTICLE TWENTY-ONE

HOLIDAYS

1. All bargaining unit members, except school term employees and those working less than one-half time, shall be paid for the following named holidays:

New Year's Day	Columbus Day
Washington's Birthday	Election Day
Martin Luther King, Jr. Day*	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

*Martin Luther King, Jr. Day may be exchanged for the first Monday of April vacation if agreed to by the employee and the Superintendent or his/her designee whose concurrence shall not be withheld unless it would result in disruption of a critical function of the district. In the event that granting the employee's selection would result in disruption of a critical function, management reserves the right to assign an employee(s), who normally perform(s) the function, to work on the holiday. Such assignments will be rotated among the affected employees only in those years that the critical functions are disrupted.

2. Bargaining unit members who are school term employees, except those who work less than one-half time, shall be paid for the following named holidays:

New Year's Day	Columbus Day
Washington's Birthday	Election Day

Martin Luther King, Jr. Day
 Memorial Day
 Independence Day
 Labor Day

Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day

The normal work year for school term employees, including eleven paid holidays, and not including paid vacation days, is two hundred and eleven (211) days.

3. Eligible employees shall be granted the above holidays in accordance with the school calendar. When a holiday falls on a day when schools are open (floating holidays), eligible employees shall work such holidays and will be granted an equal amount of time off on a date which will not disrupt school operations. In the event that a school term employee's work year extends beyond July 4, that employee will be paid for Independence Day but will only actually work a maximum of two hundred (200) days. An employee whose work year is extended beyond July 4 because he/she owes the School District make-up days will not be paid for Independence Day.
4. Any employee shall forfeit his/her right to payment for any holiday if he/she has an unexcused absence on the last day preceding such holiday (or the alternative day under Section 3, above) or the next regular workday following such holiday (or such alternative day).
5. All work assigned on a day when a holiday is actually celebrated shall be paid at time and one-half.
6. If a holiday falls on a Sunday and is celebrated on Monday or if a holiday falls on a Saturday and is celebrated on Friday, all eligible employees shall be paid for that day.

ARTICLE TWENTY-TWO

SICK LEAVE BANK

1. The Board agrees to establish a Sick Leave Bank to cover employees in the event of long-term illness. The Sick Leave Bank shall be administered by a Committee hereinafter called the "Administrative Committee", composed of three (3) members of the Association appointed by the President and two (2) administrators appointed by the Superintendent. Each member shall serve one (1) year and until a successor shall be appointed. The Administrative Committee shall meet at least monthly. A majority vote of those present and voting shall decide all questions.
2. Employees wishing to be covered agree to donate one (1) sick day in January of each year from their accumulation.
3. Members shall become eligible to request extended benefits from the Sick Leave Bank after a severe, incapacitating illness or disability of thirty (30) calendar days, provided

they have exhausted all of their accrued sick leave.

4. Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval of said Administrative Committee, a member may be granted up to thirty (30) days additional days of sick leave. Should a member still be disabled after this time, the member may present the case for review one more time.
5. Guidelines for application by members to the Sick Leave Bank shall be determined by the Administrative Committee and published by said Administrative Committee.
6. In the event the Board or the Superintendent questions a recipient's eligibility to receive sick leave benefits from the Sick Leave Bank, the Board or the Superintendent may require proof that such recipient is eligible to receive such benefits, as well as a physician's certificate certifying the disability or illness of such recipient.
7. The total number of days in the "Bank" shall not exceed two hundred and fifty (250) days. Each January will be a new enrollment period. Employees hired after January 1 of each year shall be eligible to join the Bank within thirty (30) days after the completion of their probationary period, subject to the rules established by the Administrative Committee. All unused days from the previous year will accumulate, but no additional days may be added if the Bank is full.
8. All of the days contributed by bargaining unit members who are now, and choose to continue in, the Non-Affiliated Sick Leave Bank will remain in that Bank. Bargaining unit members who are members of the Non-Affiliated Sick Leave Bank may continue to benefit from that Bank, under its rules, until the transition to the MESPA Sick Leave Bank is completed. Decisions of the Non-Affiliated Sick Leave Bank shall not be grievable. Once this Agreement has been signed, each Bargaining Unit member wishing to join the MESPA Sick Leave Bank will donate one (1) sick day from his/her accumulation.
9. In no event may the sick bank be allowed to have a negative balance. Notwithstanding any provision of this agreement, once the sick bank reaches a zero balance all withdrawals shall cease until a positive balance is reestablished. No retroactive awards shall be made unless the Association replenishes the sick bank from the days donated during the same fiscal year. Such replenishment shall be limited to a total of twenty-five (25) additional days per fiscal year.

ARTICLE TWENTY-THREE

SICK LEAVE

1. A. All permanent employees within the bargaining unit shall be entitled to sick leave with pay after completion of the six (6) working month probationary period following initial employment. Sick leave credit shall accrue during the probationary period, but an employee will not be able to use them until after the first six (6) months of employment. Sick leave shall accrue at the rate of one and one quarter (1 1/4) workdays with pay for each completed month of service. No sick leave benefit will be paid on the basis of time and one-half.
 - B. An employee eligible for paid sick leave may use accrued sick leave for his or her personal illness, injury, or exposure to a contagious disease. An employee eligible for paid sick leave may also use, during each fiscal year (July 1 through June 30), five accrued sick days in the case of illness, injury, or exposure to a contagious disease of a close family member, including but not limited to spouse or domestic partner, parent, child, or ward. In order to use family sick leave as defined above in excess of five accrued sick days during a fiscal year, the employee must apply for and be granted approval in accordance with the Family Medical Leave Act.
2. Any unused sick leave credit may be accumulated up to a maximum of one hundred twenty (120) workdays.
3. An employee on sick leave shall inform his/her immediate supervisor of the fact and the reasons therefore, as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Superintendent or his designee may require a doctor's certificate before approving sick leave with pay for a period of more than three (3) days on any one period of absence.
4. Sick Leave may be used in blocks of one (1) hour for medical appointments.
5. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in the amount not smaller than one (1) hour.
6. On separation from District service, all sick leave credit shall be canceled, except in the case of paid retirement, duty disability retirement or death while in active service. A maximum of ninety (90) days of accrued sick leave shall be paid to the employee or his/her beneficiary under such conditions of separation of service, as prescribed by the Board of Mayor and Aldermen. On separation from service other than by retirement, disability retirement or death, any employee with fifteen (15) consecutive years of District service, provided separation is other than by discharge or resignation in lieu of discharge, shall be paid accrued sick leave credits up to sixty (60) days.
7. The Superintendent or his/her designee reserves the right to have an independent physician examine any employee at the District's expense, who claims sick leave and

who, in the opinion of the Superintendent or his/her designee, is not entitled to sick leave.

8.
 - A. Bargaining unit members who use six (6) or less paid sick days during a fiscal year (July 1 through June 30) will receive two (2) incentive leave days with pay during the following fiscal year (July 1 through June 30). An employee must give notice for use of any unused incentive leave days on or before June 1 that are to be used during the month of June. If an employee's elected use of the incentive leave days in June is denied, the employee shall be paid for said day. Incentive days shall not extend vacation days unless approved by the Superintendent
 - B. Bargaining unit members must request the use of an incentive leave day no less than five (5) days prior to the day they wish to take the incentive leave day. A decision will be given within two (2) days from the day requested whether or not such incentive leave day can be used. Incentive leave days will be approved by the Superintendent or his/her designee in order to cause least disruption of the school district operation.

Any employee absent from work on legal holidays, during sick leave, vacation, for disabilities arising from injuries sustained in the course of his/her employment, for all authorized leaves of absence with pay and for authorized leaves of absence without pay for not over ten (10) days in any one calendar year shall continue to accumulate sick leave at the regular prescribed rate during such absence as though they were on duty, subject to the maximum limitation herein provided.
 - C. School term employees may use incentive leave days in blocks of one-half (1/2) day subject to the request and approval conditions contained in Section 8.B above.
9. Each bargaining unit member will be furnished a statement on each payroll stub setting forth the total accumulated sick leave credit.
10. The fiscal year from July through June shall be the timeframe to determine accrual of sick leave incentive days set forth in 8. A. above.
11. All 52 week bargaining unit members will be entitled to two (2) personal days, which may be taken only on a scheduled work day. With the supervising administrator's recommendation, such day may be prior to or after a paid holiday. Except in the case of an emergency, the bargaining unit member must notify in writing his/her supervising administrator at least twenty-four (24) hours in advance.
12. All 42 week bargaining unit members will be entitled to one (1) personal day, which may be taken only on a scheduled work day, provided however, it cannot be used on a work day that is schedule prior to or after a school vacation period. With the supervising administrator's recommendation, such day may be prior to of after a paid holiday. Except in the case of an emergency, the bargaining unit member must notify in writing his/her supervising administrator at least twenty-four (24) hours in advance.

ARTICLE TWENTY-FOUR

MATERNITY LEAVE FMLA LEAVE

1. Upon application of a bargaining unit member at least sixty (60) days in advance of the commencement of a maternity leave, a maternity leave of absence without pay or other benefits shall be granted to permanent, full-time employees who have been employed at least one (1) year before said application. A maternity leave of absence will commence at the time recommended by the employee's attending physician and to extend for a period not to exceed six (6) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with these provisions shall fail to return to work upon the expiration of such leave of absence, that employee shall be deemed to have voluntarily terminated her employment, unless she has been certified by her physician as being physically unable to perform her duties.
2. A bargaining unit member shall be entitled to draw accumulated sick leave benefits with pay for a period not to exceed sixty (60) work days from the date of her confinement or the birth of her child, during which time the employee is certified as being unable to perform her regular duties, as certified by a medical certificate from her attending physician every thirty (30) days. Requests for such sick leave benefits must be submitted in writing to the Superintendent or his/her designee no later than thirty (30) days after the date of confinement in order to be eligible for sick leave benefits.
3. Extensions of the thirty (30) day paid sick leave benefits may be made by the Superintendent or his/her designee if circumstances warrant.
4. When on an unpaid maternity leave of absence, an employee shall not forfeit seniority earned prior to the commencement of the leave, nor benefits accrued prior to the commencement of the leave.

ARTICLE TWENTY-FIVE

MILITARY LEAVE

1. Any permanent employee in the bargaining unit who is a member of any reserve component of the Armed Forces of the United States or of this State shall, upon written request to the Superintendent or his/her designee, be entitled to not more than fifteen (15) consecutive calendar days of leave of absence in any one twelve (12) month period for the purpose of engaging in military drill, training, or other temporary duty under military or naval authority. Said employee shall be paid the difference between the regular pay he/she would otherwise have earned and the payment received for military reserve training; provided, however, that in no case shall the salary exceed two customary work weeks' salary of the employee affected.

2. Exceptions for permanent employees in the bargaining unit to the consecutive calendar days military leave of absence required above may be authorized by the Superintendent or his/her designee and the Human Resources Director and as approved annually by the Personnel Committee and Finance Committee of the Board of Mayor and Aldermen; provided, that in no case shall the total military absence exceed fifteen (15) calendar days in any one twelve (12) month period. In such cases, said employees shall be paid the difference between the regular pay he/she would have otherwise have earned and the payment received for military reserve training; provided, however, that in no case shall the salary paid exceed a total of ten (10) customary work days salary of the bargaining unit members concerned.
3. The above provisions do not apply to weekend military training or duty commitments or to the mobilization of military reserve or National Guard units to support local or state emergency activities.
4. In no case shall any permanent employee in the bargaining unit be entitled to more than fifteen (15) calendar days of absences in any twelve (12) month period or in no case shall the salary paid exceed any twelve (12) month period. In cases where the military reserve training pay exceeds said employee's customary salary, no additional payments shall be made by the Board.
5. Reemployment and rights of permanent employees in the bargaining unit shall be in accordance with the provisions of the Veteran's Reemployment Rights Statute or other applicable statutes.

ARTICLE TWENTY-SIX

JURY DUTY

1. Any bargaining unit member who is called for jury duty shall notify the Superintendent or his/her designee within five (5) work days after being summoned to appear for jury duty. Notification to the Superintendent or his/her designee must be made in advance of the jury duty assignment with supporting documentation. Upon proper notification, the employee called will be paid the difference between the fee received for jury duty and the amount of straight time earning lost by reason of the jury duty. Satisfactory evidence of actual jury duty must be submitted to the Superintendent or his/her designee.
2. Bargaining unit members who are excused from jury duty for a day or days shall be responsible to report to their assignment. Employees, serving as jurors in the courts of Rockingham, Merrimack or Hillsborough Counties shall, if there are more than two (2) hours remaining in the normal work day, be responsible to report to their work site as soon as possible after being released. Failure to report will disqualify the employee from the District's Jury Duty Leave payment. In this case, the employee will retain the daily stipend paid by the Court in which the employee serves as a juror.

ARTICLE TWENTY-SEVEN

BEREAVEMENT LEAVE

1. Five (5) days of paid leave because of death in the immediate family of the bargaining unit member, provided however, that two (2) of these days may be reserved for dealing with matters arising out of settling the decedent's estate to be used at any time with at least five (5) days notice. Immediate family members is hereby defined to mean spouse, parents, children, siblings, son-in-law or daughter-in-law, 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 paid leave to attend the funeral of a relative not listed in the preceding sentence. No distinction would be made between blood and step relatives.
2. Under extenuating circumstances, two (2) additional days with pay may be granted with the written approval of the Superintendent or his/her designee; such days to be charged to the bargaining unit member's accrued sick leave.
3. Under no circumstances shall Bereavement Leave be paid on an overtime basis.

ARTICLE TWENTY-EIGHT

INSURANCE

The Board agrees to provide Hospital/Medical Insurance coverage as set forth below:

- A.1 Effective July 1, 2016, the District shall pay ninety percent (90%) of the monthly premium of the BCBS Lumenos HSA Plan, which description is attached hereto and shall include a \$2000/\$4000 plan year deductible.

Effective July 1, 2017, the District shall pay eighty five percent (85%) of the monthly premium of the BCBS Lumenos HSA Plan, which description is attached hereto and shall include a \$2000/\$4000 plan year deductible.

- A.2. The Board agrees to offer the following "optional" Hospital/Medical Insurance coverage:
 - a. BC/BS POS with \$1,500.00 deductible as attached.
 - b. BC/BS HMO with \$1,500.00 deductible as attached.
 - c. BC/BS HMO Access Blue New England as attached.

Effective July 1, 2016, the District shall pay ninety percent (90%) of the monthly premium or ninety percent (90%) of the Lumenos HSA plan premium, whichever is less, towards the above referenced optional plans.

Effective July 1, 2017, the District shall pay eighty five percent (85.0%) of the monthly premium or eighty five percent (85.0%) of the Lumenos HSA plan premium, whichever is less, towards the above referenced optional plans.

- B.1. For those employees electing to take the BCBS Lumenos HSA Plan specified above, they shall receive from the 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 the individual's Health Savings Account (HSA). Said contributions and funds shall be governed by the applicable federal law. Half of the 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 following five months. 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 District shall contribute additional funds up to the maximum annual contribution by the District.
- C.1 For the 2015-2016 contract year, employees shall stay on the health coverage they enrolled in at the start of the school year at the same percentage of premium cost share in effect at the time of enrollment.
1. The Board shall provide all bargaining unit members a Northeast Delta Dental plan equivalent to the plan provided to City of Manchester municipal employees. Coverage shall be in accordance with Delta Dental Insurance Plan Coverage A, B, and C as set forth in Appendix C attached hereto and made part of this Agreement. Effective July 1, 2016, the Board shall pay eighty (80) percent of the monthly premium for the coverage selected by each employee, and each employee shall pay twenty (20) percent of the cost.
- The annual maximum dental allowance shall be \$1,500.
2. Effective upon the date of ratification, the Board will provide for the payment of a death benefit of an amount equal to the employee's last yearly base pay, not to exceed Fifty Thousand (\$50,000) Dollars to the named beneficiary or estate of any bargaining unit member who dies from any cause while employed by the City or who dies within sixty (60) calendar days after retirement or resignation for health reasons. The Board reserves the right to obtain insurance coverage for the above amounts, and reserves the right to select the insurance company. The benefit shall be paid in one lump sum.
 3. Effective on the date of ratification, the School District will pay one thousand five hundred dollars (\$1,500.00), per plan year (July 1 through June 30), prorated for non-enrollment of less than one plan year, to any bargaining unit member who terminates his/her existing health insurance coverage under the School District's or City's plan and who also provides satisfactory evidence that he/she has valid alternative health insurance coverage elsewhere. This amount shall be paid annually, no later than July 15, as long as the bargaining unit member, who previously terminated health insurance coverage, declines to reenroll. If an employee selects this option, he/she shall not be entitled to

reenroll except during the next annual open enrollment period.

ARTICLE TWENTY-NINE

RETIREMENT

All bargaining unit members shall be covered under the City of Manchester Contributory Retirement System if they are eligible under applicable state law and the rules of the retirement system as they may be changed from time to time.

Retirement Supplement: Effective on the date of ratification, bargaining unit members with twenty (20) years of service with the school district shall receive a six thousand dollar (\$6,000.00) lump sum supplement upon paid retirement, provided that they give at least two (2) months notice of their retirement.

ARTICLE THIRTY

COMPENSATION

1. Effective July 1, 2015, employees will receive an across the board increase of zero percent (0%) and no step increase.

Effective July 1, 2016, employees will receive an across the board increase of \$.70 per hour plus step for those eligible in accordance with paragraph 3 below and Appendix B.

Effective July 1, 2017, employees will receive an across the board increase of \$.55 per hour plus step for those eligible in accordance with paragraph 3 below and Appendix B.

2. Employees will receive a step increase on their anniversary date of current position. This step increase will be considered a satisfactory performance evaluation. An incomplete evaluation will be considered a satisfactory performance evaluation. This process may be changed at any time by mutual agreement. Evaluation step increases will stop when an employee reaches Step M on the included pay matrix.
3. The longevity waiting periods for employee shall be 5-10-15-20-25-30-35-40 and 45 years of service. An increase of three percent (3%) will take effect on the employee's anniversary date of employment.
4. All bargaining unit members hired to work beyond their normal work year as specified in Article 12 of this Agreement, shall be paid at their hourly rate as set forth in Appendix B and shall receive pro-rata fringe benefits for sick leave and vacation leave accumulation for each full work month beyond their normal work year, except for insurance premiums, which shall be the same as fifty-two (52) week employees.

5. Bargaining unit members shall be paid at one and one-half (1½) times their regular rate for any hours worked beyond forty (40) hours per week. Bargaining unit members whose normal work day is eight (8) hours, except the Video Technicians, shall be paid one and one-half (1½) times their regular rate of compensatory time any hours worked beyond eight (8) hours per day. Bargaining unit members whose normal workday is seven (7) hours shall be paid one and one-half (1½) times their regular rate or compensatory time for any hours worked beyond eight (8) hours per day. An employee shall not be paid both daily and weekly overtime for the same hours worked. Overtime must be authorized by the Superintendent or his/her designee.
6. Compensatory time at the employee's choice in lieu of a straight payment shall be at time and one-half the bargaining unit member's hourly rate. Such compensatory time shall be used only to compensate bargaining unit members who are on a thirty-five (35) hour normal work week and work more than seven (7) hours per day or more than thirty-five (35) hours per week, but not over forty (40) hours per week. All overtime worked beyond forty (40) hours per week shall be paid at time and one-half the bargaining unit member's hourly rate.
7. A bargaining unit member who has left his/her normal place of work for his/her residence and is called back for emergency or overtime work shall be paid the overtime rate for said time worked for a minimum of three (3) hours, provided that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hours minimum guarantee may be called back for additional emergency or overtime work without an additional minimum three (3) hour work guarantee.
8. Bargaining unit members required to use their own vehicles for District business shall be reimbursed at the IRS approved mileage rate in effect at the time.

ARTICLE THIRTY-ONE

GENERAL PROVISIONS

1. The parties do hereby recognize that in an effort to complete an agreement many issues were withdrawn by each of them. Accordingly, it is and hereby is agreed that said issues were withdrawn without prejudice whatsoever during the term of this Agreement.
2. This instrument constitutes the entire agreement between the parties hereto and may not be modified in whole or in part except in writing duly executed by the parties.
3. If any provision of this Agreement or application thereof is found contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
4. Copies of this Agreement shall be made available to members in electronic form.

ARTICLE THIRTY TWO

CALENDAR

With the permission of their supervisor, 42 week school term employees may do the following in order to make up five (5) work days due to the school district moving from a “days” to an “hours” based calendar for students.

1. Return up to three (3) weeks prior to the student start date, versus the required two (2) weeks under the days based calendar.
2. Lengthening the work day by no more than one (1) hour for 35 hour a week employees. Notwithstanding, employees that work less than 40 hours per week may not work more than 40 hours in a week.
3. Forty (40) hour a week school term employees may work during a vacation period if an administrator or an Administrative Service Manager will be in the building.
4. If a school term employee is making up a work day, the lunch hour may NOT be used to make up time.
5. Working the required days at the end of the normal school year. The days may extend beyond June 30.
6. Administrative Assistants may choose to not make up their 200 days if the required end of the year work is done. The administrator must sign off that the required work has been completed for this option.

In all cases, a time sheet must be turned into Payroll when hours have been accrued for payment of a make-up day: seven (7) or eight (8) hours. The timesheet must indicate the time is make-up time.

ARTICLE THIRTY- THREE

DURATION

The provisions of this Agreement shall be effective as of September 1, 2015, unless otherwise agreed by the parties, and shall continue in full force and effect through June 30, 2018. Each year thereafter, the Agreement shall automatically renew itself unless by December 1, 2017, or by December 1 of any succeeding year, either party gives written notice to the other party of its desire to modify or terminate the Agreement.

The persons whose signatures appear below certify that they are authorized representatives of the parties for the purpose of executing this Agreement.

For the Board of School Committee:

By: [Signature]

Date: 02-08-2016

By: [Signature]

Date: 2.16.16

Witnessed by: [Signature]

Date: 2/16/16

For the Manchester Educational Support Personnel Association:

By: [Signature] President

Date: 2/10/16

By: [Signature]
Chairperson, Negotiating Committee

Date: 2/10/16

Witnessed by: [Signature]

Date: 2/10/16

MEMORANDUM OF UNDERSTANDING

Workload/Workflow and the Fair Labor Standards Act

The Board and the Association will jointly appoint a committee to study the workload and workflow of the clerical staff. The committee shall issue its report with recommendations, which comport with the requirements of the Fair Labor Standards Act no later than April 1, 2000. If agreed upon by the parties, the recommendations will be included in the CBA. The Committee shall not exceed six (6) individuals equally divided between labor and management.

Comparability Study

The parties agree that during the first year of this Agreement a joint labor/management committee will determine the parameters for a compensation and benefits comparison study which study shall be completed no later than October 1, 2000.

**APPENDIX A
GRIEVANCE FORM**

**12/8/89
MESPA CP**

Manchester Education Support Personnel Association

Grievance Form

Name of Complainant: _____

Date of Filing: _____

Home Address: _____

Number of years as a school employee: _____

Home Telephone: _____

Position Held: _____

Name of Work Location and Address:

Immediate Supervisor: _____

Grievance Representative: _____

Meeting with Immediate Supervisor: _____

Held on: _____

Result: _____

Provision(s) of Master Agreement Allegedly Violated:

Known: Statement of Grievance: (Explain what happened. The statement should include if when it occurred, who caused it, and where it happened. Also, explain your loss and injury.)

Action Requested (Set forth the remedy sought.)

Signature of the Complainant

APPENDIX B

Memorandum

To: All Principals, Directors, and Coordinator
From: Catherine M Hamblett, Assistant Superintendent for Elementary
Date: January 12, 2004
Re: MESPA Achievement Step Plans and Revised Evaluation Process

In my role as the district administrative liaison to MESPA, I would like to inform you of recent changes in the MESPA contract. The evaluation process has been revised and there is a new opportunity for MESPA members to complete a professional development plan to become eligible for a half step increase in salary. Please refer to the attached copies of the relevant explanation in the new MESPA contract.

I have also included for your use blank copies of the Achievement Step Plan and the new evaluation form. MESPA employees will continue to be evaluated on their anniversary date of current position. Participation in the MESPA Achievement Step Plan for professional development is voluntary. For 2003-2004, Achievement Step plans are to be submitted to the personnel office by February 12th. In addition, for 2003-2004 activities completed between July 1 and February 12 may be included.

cc: Christine Hagen, Personnel Director
Tom Adams, Executive Director MESPA
Cabinet

Correction to Appendix E (April 2008)

Appendix E contains a memorandum, dated January 12, 2004, regarding MESPA Achievement Step Plans and Revised Evaluation Process. That memorandum, among other things, refers to opportunities for MESPA bargaining unit members to complete a professional development plan and thereby become eligible for a "half step increase in salary." The word "step" was used in error. The intent of Appendix E is to provide for opportunities for employees to be eligible for a "half grade increase in salary." The intermediate hourly pay grades contained in Appendix F as 13A, 14A, 15A, etc. are used for the purpose of awarding pay increases for which employees become eligible.

APPENDIX C

JOB TITLES, PAY GRADES, AND WAGE SCHEDULES

<u>JOB TITLE</u>	<u>PAY GRADE</u>
Accountant I	16
Accounting Technician	14
Administrative Assistant II	13
Administrative Assistant III	14
Administrative Services Manager	16
Athletics Operations Assistant	16
Computer Operator II	14
Hardware Service Technician	22
Information Systems Support Specialist	19
MCTV Operations Specialist	15
Micro Computing/Networking Manager	23
Network Services Coordinator	22
Operations Assistant	13
Payroll Coordinator	17
Printshop Manager	13
School Equipment Operations Manager	17
School Video Technician	19

ACHIEVEMENT STEPS

Eligibility for an A-Step is based on the completion of a pre-planned schedule of learning activities (workshops, courses, etc.) that enhance an employee's ability, knowledge, and skill sets above the minimum education requirements needed in his/her current position. Using the school district's goals as well as workplace goals as a guide, an employee may present a plan to his or her supervisor for approval. The plan will include a timetable (usually more than one year) for completion and a method to demonstrate increased ability, skill, and/or knowledge. This can include certification, diploma, a portfolio, grade report, demonstrations, or other method. The plan shall include the following components:

- Ten hours of community service
- Forty hours (CEU continuing education units) of job-related staff development that adds value to the work performed

Once a person has successfully completed the plan he/she will receive an A-Step. Pay adjustments will be made September 1 and February 12, provided, the appropriate documentation is submitted at least 30 days prior to the aforementioned dates.

Amendment:

All MESPA employees choosing to enter A-Step plans for 2003-2004:
Please submit completed plan to Personnel by February

MESPA SUPPORT STAFF HOURLY WAGE SCHEDULE

See next pages

FY16 (7/1/2015-6/30/2016)																				
	Step 1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (F)	7 (G)	8 (H)	9 (I)	10 (J)	11 (K)	12 (L)	13 (M)	14 (AL1)	15 (AL2)	16 (AL3)	17 (AL4)	18 (AL5)	19 (AL6)	20 (AL7)
13	15.45	15.91	16.37	16.87	17.37	17.90	18.43	18.98	19.56	20.14	20.76	21.38	22.02	22.68	23.37	24.07	24.79	25.53	26.29	27.11
13A	15.97	16.45	16.95	17.48	17.98	18.52	19.08	19.66	20.24	20.86	21.48	22.13	22.79	23.47	24.19	24.91	25.65	26.42	27.22	28.01
14	16.49	17.03	17.53	18.05	18.58	19.15	19.72	20.31	20.93	21.56	22.21	22.86	23.55	24.28	24.99	25.74	26.53	27.31	28.13	28.83
14A	17.09	17.61	18.14	18.69	19.25	19.82	20.42	21.03	21.66	22.29	22.98	23.66	24.37	25.10	25.88	26.64	27.43	28.28	29.12	30.01
15	17.66	18.20	18.76	19.32	19.91	20.50	21.10	21.73	22.39	23.06	23.76	24.46	25.19	25.97	26.74	27.55	28.38	29.21	30.10	31.01
15A	18.31	18.84	19.41	20.00	20.60	21.21	21.85	22.51	23.19	23.87	24.60	25.34	26.09	26.86	27.69	28.50	29.37	30.23	31.15	32.08
16	18.91	19.48	20.07	20.68	21.29	21.92	22.59	23.28	23.98	24.68	25.44	26.18	26.97	27.78	28.59	29.47	30.33	31.25	32.21	33.15
16A	19.56	20.14	20.76	21.38	22.04	22.70	23.39	24.09	24.83	25.55	26.32	27.13	27.92	28.79	29.63	30.55	31.43	32.39	33.35	34.36
17	20.23	20.85	21.47	22.12	22.78	23.46	24.17	24.89	25.63	26.40	27.19	27.99	28.88	29.70	30.62	31.52	32.47	33.47	34.45	35.48
17A	20.94	21.57	22.22	22.88	23.56	24.29	24.99	25.74	26.53	27.31	28.17	28.99	29.86	30.76	31.69	32.64	33.61	34.62	35.66	36.73
18	21.65	22.28	22.96	23.64	24.38	25.09	25.85	26.63	27.42	28.27	29.11	30.00	30.93	31.83	32.78	33.75	34.77	35.81	36.89	38.00
18A	22.40	23.07	23.77	24.47	25.20	25.98	26.75	27.56	28.39	29.22	30.11	31.02	31.94	32.91	33.89	34.80	35.95	37.02	38.13	39.27
19	23.18	23.86	24.57	25.32	26.07	26.84	27.68	28.48	29.36	30.22	31.15	32.06	33.04	34.04	35.03	36.09	37.18	38.29	39.45	40.63
19A	23.99	24.70	25.46	26.20	26.99	27.80	28.62	29.50	30.36	31.29	32.24	33.20	34.18	35.23	36.27	37.36	38.49	39.64	40.83	42.05
20	24.78	25.52	26.29	27.11	27.90	28.76	29.60	30.52	31.41	32.37	33.32	34.33	35.35	36.43	37.50	38.63	39.79	40.99	42.21	43.48
20A	25.66	26.45	27.23	28.03	28.89	29.74	30.65	31.57	32.50	33.50	34.48	35.52	36.58	37.69	38.82	39.99	41.17	42.41	43.67	44.99
21	26.52	27.31	28.16	28.98	29.84	30.75	31.68	32.62	33.60	34.61	35.65	36.72	37.82	38.96	40.12	41.33	42.56	43.85	45.15	46.51
21A	27.44	28.30	29.13	30.02	30.90	31.85	32.80	33.77	34.80	35.83	36.91	38.02	39.17	40.33	41.54	42.78	44.05	45.39	46.75	48.14
22	28.38	29.21	30.10	31.01	31.93	32.90	33.88	34.89	35.94	37.02	38.13	39.27	40.46	41.70	42.95	44.22	45.55	46.91	48.32	49.76
22A	29.39	30.24	31.17	32.09	33.06	34.06	35.07	36.12	37.20	38.31	39.46	40.64	41.88	43.12	44.42	45.75	47.13	48.52	50.00	51.50
23	30.32	31.27	32.22	33.18	34.16	35.21	36.25	37.34	38.47	39.61	40.80	42.00	43.29	44.58	45.92	47.30	48.71	50.17	51.69	53.26
23A	31.41	32.37	33.32	34.34	35.36	36.44	37.52	38.64	39.80	41.00	42.22	43.51	44.79	46.15	47.53	48.94	50.42	51.95	53.49	55.11

FY17 (7/1/2016-6/30/2017)																				
	Step 1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (F)	7 (G)	8 (H)	9 (I)	10 (J)	11 (K)	12 (L)	13 (M)	14 (AL1)	15 (AL2)	16 (AL3)	17 (AL4)	18 (AL5)	19 (AL6)	20 (AL7)
13	16.15	16.61	17.07	17.57	18.07	18.60	19.13	19.68	20.26	20.84	21.46	22.08	22.72	23.38	24.07	24.77	25.49	26.23	26.99	27.81
13A	16.67	17.15	17.65	18.18	18.68	19.22	19.78	20.36	20.94	21.56	22.18	22.83	23.49	24.17	24.89	25.61	26.35	27.12	27.92	28.71
14	17.19	17.73	18.23	18.75	19.28	19.85	20.42	21.01	21.63	22.26	22.91	23.56	24.25	24.98	25.69	26.44	27.23	28.01	28.83	29.53
14A	17.79	18.31	18.84	19.39	19.95	20.52	21.12	21.73	22.36	22.99	23.68	24.36	25.07	25.80	26.58	27.34	28.13	28.98	29.82	30.71
15	18.36	18.90	19.46	20.02	20.61	21.20	21.80	22.43	23.09	23.76	24.46	25.16	25.89	26.67	27.44	28.25	29.08	29.91	30.80	31.71
15A	19.01	19.54	20.11	20.70	21.30	21.91	22.55	23.21	23.89	24.57	25.30	26.04	26.79	27.56	28.39	29.20	30.07	30.93	31.85	32.76
16	19.61	20.18	20.77	21.36	21.99	22.62	23.29	23.98	24.66	25.38	26.14	26.88	27.67	28.48	29.29	30.17	31.03	31.95	32.91	33.85
16A	20.26	20.84	21.46	22.08	22.74	23.40	24.09	24.79	25.53	26.25	27.02	27.83	28.62	29.49	30.33	31.25	32.13	33.09	34.05	35.06
17	20.93	21.55	22.17	22.82	23.48	24.16	24.87	25.59	26.33	27.10	27.89	28.69	29.56	30.40	31.32	32.22	33.17	34.17	35.15	36.18
17A	21.64	22.27	22.92	23.58	24.26	24.99	25.69	26.44	27.23	28.01	28.87	29.69	30.56	31.46	32.39	33.34	34.31	35.32	36.36	37.43
18	22.35	22.98	23.66	24.34	25.06	25.79	26.55	27.33	28.12	28.97	29.81	30.70	31.63	32.53	33.48	34.45	35.47	36.51	37.59	38.70
18A	23.10	23.77	24.47	25.17	25.90	26.68	27.45	28.26	29.09	29.92	30.81	31.72	32.64	33.61	34.59	35.60	36.65	37.72	38.83	39.97
19	23.88	24.56	25.27	26.02	26.77	27.54	28.38	29.18	30.06	30.92	31.85	32.76	33.74	34.74	35.73	36.79	37.88	38.99	40.15	41.33
19A	24.69	25.40	26.16	26.90	27.69	28.50	29.32	30.20	31.06	31.99	32.94	33.90	34.88	35.93	36.97	38.06	39.19	40.34	41.53	42.75
20	25.48	26.22	26.99	27.81	28.60	29.46	30.30	31.22	32.11	33.07	34.02	35.03	36.05	37.13	38.20	39.33	40.49	41.69	42.91	44.18
20A	26.36	27.15	27.93	28.73	29.59	30.44	31.35	32.27	33.20	34.20	35.18	36.22	37.26	38.39	39.52	40.69	41.87	43.11	44.37	45.69
21	27.22	28.01	28.86	29.68	30.54	31.45	32.38	33.32	34.30	35.31	36.35	37.42	38.52	39.66	40.82	42.03	43.26	44.55	45.85	47.21
21A	28.14	29.00	29.83	30.72	31.60	32.55	33.50	34.47	35.50	36.53	37.61	38.72	39.87	41.03	42.24	43.48	44.75	46.09	47.45	48.84
22	29.08	29.91	30.80	31.71	32.63	33.60	34.58	35.59	36.64	37.72	38.83	39.97	41.16	42.40	43.65	44.92	46.25	47.61	49.02	50.46
22A	30.09	30.94	31.87	32.79	33.76	34.76	35.77	36.82	37.90	39.01	40.16	41.34	42.58	43.82	45.12	46.45	47.83	49.22	50.70	52.20
23	31.02	31.97	32.92	33.88	34.86	35.91	36.95	38.04	39.17	40.31	41.50	42.70	43.99	45.28	46.62	48.00	49.41	50.87	52.39	53.96
23A	32.11	33.07	34.02	35.04	36.06	37.14	38.22	39.34	40.50	41.70	42.92	44.21	45.49	46.85	48.23	49.64	51.12	52.65	54.19	55.81

FY18 (7/1/2017-6/30/2018)																				
	Step 1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (F)	7 (G)	8 (H)	9 (I)	10 (J)	11 (K)	12 (L)	13 (M)	14 (AL1)	15 (AL2)	16 (AL3)	17 (AL4)	18 (AL5)	19 (AL6)	20 (AL7)
13	16.70	17.16	17.62	18.12	18.62	19.15	19.68	20.23	20.81	21.39	22.01	22.63	23.27	23.93	24.62	25.32	26.04	26.78	27.54	28.36
13A	17.22	17.70	18.20	18.73	19.23	19.77	20.33	20.91	21.49	22.11	22.73	23.38	24.04	24.72	25.44	26.16	26.90	27.67	28.47	29.26
14	17.74	18.28	18.78	19.30	19.83	20.40	20.97	21.56	22.18	22.81	23.46	24.11	24.80	25.53	26.24	26.99	27.78	28.56	29.38	30.08
14A	18.34	18.86	19.39	19.94	20.50	21.07	21.67	22.28	22.91	23.54	24.23	24.91	25.62	26.35	27.13	27.89	28.68	29.53	30.37	31.26
15	18.91	19.45	20.01	20.57	21.16	21.75	22.35	22.98	23.64	24.31	25.01	25.71	26.44	27.22	27.99	28.80	29.63	30.46	31.35	32.28
15A	19.58	20.09	20.66	21.25	21.85	22.46	23.10	23.76	24.44	25.12	25.85	26.59	27.34	28.11	28.94	29.75	30.62	31.48	32.40	33.31
16	20.16	20.73	21.32	21.91	22.54	23.17	23.84	24.51	25.21	25.93	26.69	27.43	28.22	29.03	29.84	30.72	31.58	32.50	33.46	34.40
16A	20.81	21.39	22.01	22.63	23.29	23.95	24.64	25.34	26.08	26.80	27.57	28.38	29.17	30.04	30.88	31.80	32.68	33.64	34.60	35.61
17	21.48	22.10	22.72	23.37	24.03	24.71	25.42	26.14	26.88	27.65	28.44	29.24	30.11	30.95	31.87	32.77	33.72	34.72	35.70	36.73
17A	22.19	22.82	23.47	24.13	24.81	25.54	26.24	26.99	27.78	28.56	29.42	30.24	31.11	32.01	32.94	33.89	34.86	35.87	36.91	37.98
18	22.90	23.53	24.21	24.89	25.61	26.34	27.10	27.88	28.67	29.52	30.36	31.25	32.18	33.08	34.03	35.00	36.02	37.06	38.14	39.25
18A	23.65	24.32	25.02	25.72	26.45	27.23	28.00	28.81	29.64	30.47	31.36	32.27	33.19	34.16	35.14	36.15	37.20	38.27	39.38	40.52
19	24.43	25.11	25.82	26.57	27.32	28.09	28.93	29.73	30.61	31.47	32.40	33.31	34.29	35.29	36.28	37.34	38.43	39.54	40.70	41.88
19A	25.24	25.95	26.71	27.45	28.24	29.05	29.87	30.75	31.61	32.54	33.49	34.45	35.43	36.48	37.52	38.61	39.74	40.89	42.08	43.30
20	26.03	26.77	27.54	28.36	29.15	30.01	30.85	31.77	32.66	33.62	34.57	35.58	36.60	37.68	38.75	39.88	41.04	42.24	43.46	44.73
20A	26.91	27.70	28.48	29.28	30.14	30.99	31.90	32.82	33.75	34.75	35.73	36.77	37.83	38.94	40.07	41.24	42.42	43.66	44.92	46.24
21	27.77	28.56	29.41	30.23	31.09	32.00	32.93	33.87	34.85	35.86	36.90	37.97	39.07	40.21	41.37	42.58	43.81	45.10	46.40	47.76
21A	28.69	29.55	30.38	31.27	32.15	33.10	34.05	35.02	36.05	37.08	38.16	39.27	40.42	41.58	42.79	44.03	45.30	46.64	48.00	49.39
22	29.63	30.46	31.35	32.26	33.18	34.15	35.13	36.14	37.19	38.27	39.38	40.52	41.71	42.95	44.20	45.47	46.80	48.16	49.57	51.01
22A	30.64	31.49	32.42	33.34	34.31	35.31	36.32	37.37	38.45	39.56	40.71	41.89	43.13	44.37	45.67	47.00	48.38	49.77	51.25	52.75
23	31.57	32.52	33.47	34.43	35.41	36.46	37.50	38.59	39.72	40.86	42.05	43.25	44.54	45.83	47.17	48.55	49.98	51.42	52.94	54.51
23A	32.66	33.62	34.57	35.59	36.61	37.69	38.77	39.89	41.05	42.25	43.47	44.76	46.04	47.40	48.78	50.19	51.67	53.20	54.74	56.36

APPENDIX D

MESPA EMPLOYEE EVALUATION FORM

Overview: The following core attribute consists of behaviors and characteristics common to highly productive and successful employees. These core attributes are essential to effective performance. Use of this evaluation must include reviewing core attributes as well as identifying, defining, and reviewing attributes which are job specific. Identified job attributes should be listed on the evaluation form at the initial evaluation conference with the immediate supervisor. The immediate supervisor is the person for whom work is being performed.

Instructions: Review each core attribute based on employee performance during the last twelve-month period. Review each identified job specific attribute based upon employee job description and employee performance. The supervisor's rating must be justified by facts. If there is "opportunity for further development," supervisors must provide concise supporting comments suggesting improvements that will help the employee become more successful. Supervisors are also encouraged to make positive comments on quality performance.

Remember: *it is possible to have high quality and still suggest further development.*

Employee's Comments:

Employee's Signature: _____ **Date:** _____

Any employee who is dissatisfied with their rating may make a written statement that will be attached to this evaluation. They may also request a meeting with the principal or the supervisor.

Immediate Supervisor's Comments:

Supervisor's Signature: _____ **Date:** _____

Principal/District Supervisor's Signature: _____

Date: _____

Employee's Name: _____

Position: _____

Evaluation Date: _____

CORE ATTRIBUTES	RATINGS				
	Exceptional Performance	Demonstrates Quality Performance	Opportunity to Further Develop	Unsatisfactory	Not Applicable
1. Commitment to standards and Quality Demonstrates accuracy and quality work					
2. Judgment Demonstrates decision-making and problem solving; common sense and logical decisions					
3. Professional Demeanor and Integrity Demonstrates professionalism and dedication in the workplace					
4. Public Relations Communicates effectively with internal and external contacts					
5. Attendance and Punctuality Reliable; timely; punctual					
6. Efficient and Organized Demonstrates good use of time and resources; Multi-tasking abilities; time management; organization					
7. Flexible/Adaptable Works well with others; adjusts to changing work requirements; accepts new methods and ideas					
8. Dependable, with good work ethic and initiative Self-starter; sees job through to conclusion; works well without direction in the absence of an immediate supervisor.					

MESPA EMPLOYEE EVALUATION FORM

Employee's Name: _____

Position: _____

Evaluation Date: _____

Job Specific Attributes:	RATINGS				
	Exceptional Performance	Demonstrates Quality Performance	Opportunity to Further Develop	Unsatisfactory	Not Applicable



Lumenos National HDHP Plan Summary Plan Year

Manchester School District 7/1/15 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:

2015

\$3,350 Individual coverage

\$6,650 family coverage

Note: Rollover funds are not subject to these limits.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services.

Preventive Care

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

Then -

Your Deductible

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

Annual Deductible Responsibility

\$2,000 individual coverage

\$4,000 family coverage*

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

If needed -

Traditional Health Coverage

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

Traditional Health Coverage

After your deductible, the plan pays:

100% for network providers

70% for out-of-network providers

After your deductible, your coinsurance responsibility is:

0% for network providers

30% for out-of-network providers

Additional protection:

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

Annual Out-of-Pocket Maximum

Network Providers

\$2,000 individual coverage

\$4,000 family coverage

Out-of-Network Providers

\$4,000 individual coverage

\$8,000 family coverage

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

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

Earn Rewards

You can earn reward dollars to redeem for gift cards at select retailers. See below for details:

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

Healthy Lifestyles Online: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Members can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

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

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

Summary of Covered Services

Preventive Care

Anthem's Lumenos 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 7/1/14 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.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Center, Inc. In Connecticut: Anthem Health Plans, Inc. In Florida: Blue Cross of Blue Shield of Florida, Inc. In Illinois: Anthem Life Insurance Company, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Maryland: Anthem Health Plans of Maryland, Inc. In Massachusetts: Anthem Health Plans of Massachusetts, Inc. In Michigan: Anthem Health Plans of Michigan, Inc. In Minnesota: Anthem Health Plans of Minnesota, Inc. In Missouri: Anthem Health Plans of Missouri, Inc. In Nevada: Priddy Mountain Hospital and Medical Service, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In most of Virginia (excluding Virginia and the city of Fairfax, the town of Vienna and the area east of State Route 122): Anthem Health Plans of Virginia, Inc. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSW") underwrites or administers the FPO and Specialty policies. Community Health Services Insurance Corporation ("CHSIC") underwrites or administers the HDHP policies, and Cooperate and BCRW underwrites and administers the POS policies. Independent licensees of the Blue Cross Blue Shield Association. ANTHEM and Lumenos are registered trademarks of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.



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:

2015
\$3,350 individual coverage
\$6,650 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	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.



Earn Rewards

You can earn reward dollars to redeem for gift cards at select retailers. See below for details:

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

Healthy Lifestyles Online: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Members can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

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

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

Summary of Covered Services

Preventive Care

Anthem's Lumenos 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:

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

Some covered services may have limitations or other restrictions.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.

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.



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.

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SISA1137P3 (Core SISA1137P2) Manchester School District

7/1/15

4 of 4

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

Summary of Benefits – Plan Year

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

Service Received	Your Share of the Cost	
You do not need a referral from your Primary Care Provider. Your benefit is determined by whether you choose a provider in your designated network or an out-of-network provider.		
Preventive Care <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>) 	In Network Benefits	Out of Network Benefits[Ⓢ]
	Covered in full	Covered up to MAB Subject to: \$1,500 deductible per member, no more than \$3,000 per family per plan year and 20% coinsurance up to \$400 per member, no more than \$1,200 per family per plan year
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 	\$25 per visit to your PCP \$35 per visit to any specialist	Out-of-pocket maximum \$1,900 per member, no more than \$4,200 per family per plan year
	Covered in full	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"> Lab, X-ray, ultrasound, injections Short term rehabilitative therapy - physical, occupational, or speech (<i>unlimited</i>, per member, per plan year)[Ⓢ] CT scan, MRI, PET scan, MRA outpatient facility fees 	Covered in full	
<ul style="list-style-type: none"> Surgery in hospital outpatient department or ambulatory surgery center 	\$1500 copayment per surgery	
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. 	\$1500 copayment per admission Covered in full	
Skilled Nursing Facility and Rehabilitation Facility Care <i>(limited to 100 days for each per member, per calendar year)[Ⓢ]</i>	\$1500 copayment per admission	
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>) Chiropractic X-ray OB/GYN care (performed by an OB/GYN provider) <ul style="list-style-type: none"> - Exam - Maternity care (routine prenatal, delivery and postpartum) 	\$35 per visit Covered in full \$25 per visit \$1500 copayment per admission	
Emergency Room or Urgent Care 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. 	\$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

Ⓢ 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

Service Received	Your Share of the Cost	
	In Network Benefits	Out of Network Benefits ³
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 	\$25 copayment per visit \$1500 copayment per admission Covered in full	Subject to deductible and coinsurance
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. • 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.	Network Benefits 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	Out-of-Network Benefits³ Same as network benefits
Maximums for Services Subject to \$1500 Copayment		
Individual Maximum Family Maximum	\$1500 per member per plan year \$3000 per family per plan year	Not applicable. All services subject to out of network deductible and coinsurance.
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 Vision Hardware (per member every two plan years)	\$200 maximum reimbursement (limited to one member per enrolled household per plan year) \$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 • Sex changes • 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

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"> Lab, X-ray, ultrasound, injections Short term rehabilitative therapy- physical, occupational, or speech (<i>up to 60 visits, any combination, per member, per plan year</i>) CT scan, MRI, PET Scan, MRA, outpatient facility fees 	Covered in full
<ul style="list-style-type: none"> Surgery in hospital outpatient department or ambulatory surgery center 	\$1,500 copayment per surgery
Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> Semi-private room and board 	\$1,500 copayment per admission
<ul style="list-style-type: none"> Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy 	Covered in full
Skilled Nursing Facility and Rehabilitation Facility Care <i>(limited to 100 days for each per member, per calendar year)</i>	\$1,500 copayment per admission
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>) Chiropractic X-ray 	\$20 per visit \$1,500 copayment per admission \$30 per visit Covered in full
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

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

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 	\$1,500 copayment per admission Covered in full
Prescription Drugs	
<p>Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy</p> <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>	<p>Retail (30 day supply): \$10 copay / tier 1 \$30 copay / tier 2 \$50 copay / tier 3</p> <p>90 day supply at retail for 3 copayments</p> <p>Mail Order (90 day supply): \$20 copay / tier 1 \$60 copay / tier 2 \$100 copay / tier 3</p>
Maximum for Services Subject to \$1,500 Copayment	
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Manchester School District

Effective: 7/1/2015
Group Number: 0163

Outline of Coverage Delta Dental PPO plus Premier Network

Read Your Policy Carefully—This Outline of Coverage provides a very brief description of the important features of your policy. This is not the insurance contract, and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is therefore important that you READ YOUR POLICY CAREFULLY! Not all time limitations and exclusions are shown herein. Benefit percentages shown are based on the actual charges submitted up to the Maximum Allowable Charge for participating dentists, or Delta Dental's allowance for non-participating dentists.

Diagnostic / Preventive (Coverage A)	Basic Restorative (Coverage B)	Major Restorative (Coverage C)
<p>DIAGNOSTIC: Oral evaluations once in a 6-month period X-rays (complete series or panoramic film) once in a 3-year period Bitewing x-rays once in a 12-month period X-rays of individual teeth as necessary Brush biopsy once in a 12-month period</p> <p>PREVENTIVE: Cleanings once in a 6-month period Fluoride once in a 12-month period to age 19 Space maintainers to age 16 Sealant application to permanent molars, once in a 3-year period per tooth, for children to age 19</p>	<p>RESTORATIVE: Amalgam (silver) fillings; Composite (white) fillings (on anterior teeth only)</p> <p>ORAL SURGERY: Surgical and routine extractions</p> <p>ENDODONTICS: Root canal therapy</p> <p>PERIODONTICS: Periodontal maintenance (cleaning)</p> <p>Note: Cleanings are limited to one in a 6-month period; these may be routine (Coverage A) or periodontal (Coverage B), or a combination of each.</p> <p>Treatment of gum disease Clinical crown lengthening once in a lifetime per site</p> <p>DENTURE REPAIR: Repair of a removable denture to its original condition</p> <p>EMERGENCY PALLIATIVE TREATMENT</p>	<p>PROSTHODONTICS: Removable and fixed partial dentures (bridge); complete dentures Rebase and reline (dentures) Crowns Onlays Implants</p>
Delta Dental Pays: 100%	Delta Dental Pays: 60%	Delta Dental Pays: 50%
Calendar Year Maximum: \$1500 per Person		

Delta Dental PPO plus Premier Network

You will get the best value from your Delta Dental Plan when you receive your dental care from one of our PPO (greatest savings) or Premier network participating dentists:

- ✓ **No Balance Billing:** Because participating dentists accept Northeast Delta Dental's allowed fees for services, you will typically pay less when you visit a participating dentist.
- ✓ **No Claims Paperwork:** Participating dentists will prepare and submit claims for you.
- ✓ **Direct Payment:** Northeast Delta Dental pays participating dentists directly, so you don't have to pay the covered amount up front and wait for a reimbursement check.

To find out if your dentist participates in our PPO or Premier network, you can: call your dentist, visit our website at nedelta.com, or call Customer Service at 1-800-832-5700.

Claim Process for Participating Dentists

Your participating dentist will submit your claim to Northeast Delta Dental (claims for any of your covered dependents should be submitted under *your* Subscriber ID number). Northeast Delta Dental will produce an Explanation of Benefits (available through our Benefit Lookup site at nedelta.com) detailing what has been processed under your plan's coverage. You are responsible to pay any outstanding balance directly to the dentist.

Non-Participating Dentists

If you visit a non-participating dentist, you may be required to submit your own claim and pay for services at the time they are provided. Claim forms are available by calling Northeast Delta Dental or visiting nedelta.com. Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignments of benefits be honored and Northeast Delta Dental receives written notice of such assignment. Payment for treatment performed by a non-participating dentist will be limited to the lesser of the dentist's actual submitted charge or Delta Dental's allowance for non-participating dentists in the geographic area in which services are provided. It is your responsibility to make full payment to the dentist.

Predetermination of Benefits

Northeast Delta Dental recommends that you ask your dentist to submit a *pre-treatment estimate* for any dental work involving costly or extensive treatment plans. Predeterminations helps avoid any potential confusion and enable us to help you estimate any out-of-pocket expenses you may incur.

Coordination of Benefits

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

Identification Cards

Two identification cards will be produced and distributed shortly after your initial enrollment. Both cards are issued in your name but can be used by any family member covered under your plan. Any future cards will be issued electronically via our Benefit Lookup site accessible through nedelta.com. You can also use our smartphone app and enjoy access to dentist search, claims and coverage, and your ID card. Simply scan the QR code to the right.



Dental Plan Description Booklet

A Dental Plan Description booklet will be made available shortly after your enrollment. This benefit booklet describes your dental benefits and explains how to use them. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental plan.

Who is Eligible?

You, your spouse, your children up to age 26, regardless of student status, and any incapacitated dependent children, regardless of age. If enrolling one eligible dependent, all of your eligible dependents must be enrolled, unless they are covered under another dental program.