# AGREEMENT BETWEEN THE BARKHAMSTED BOARD OF EDUCATION AND THE BARKHAMSTED EDUCATION ASSOCIATION

July 1, 2013 through June 30, 2016

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THIS AGREEMENT is made and entered into by and between the BARKHAMSTED BOARD OF EDUCATION (hereinafter referred to as the Board), and the BARKHAMSTED EDUCATION ASSOCIATION (hereinafter referred to as the Association).

### ARTICLE I - RECOGNITION

<u>Section 1.01.</u> The Board recognizes the Association as the exclusive representative of all certified professional employees employed by the Board in positions requiring a teaching or other certificate (other than temporary substitutes) not included in any administrator's unit or excluded from the purview of Section 10-1 53a to 10-1 53g, inclusive, of the Connecticut General Statutes.

<u>Section 1.02.</u> The term "teacher", for both full- and part-time, as used in this Agreement, except where otherwise indicated, is applied to all professional employees whose position requires a teaching certificate pursuant to Connecticut General Statutes §10-153b.

### **ARTICLE II - MANAGEMENT RIGHTS CLAUSE**

<u>Section 2.01.</u> The Board has and will continue to retain the sole and unquestionable right, responsibility and prerogative to direct the operation of the school in all respects including, but not limited to, the following: To maintain such educational activities as in its judgment will best serve the interests of the Barkhamsted School; to employ, assign, and transfer teachers; to suspend and dismiss teachers in the manner provided by statute; to reduce teacher compensation for just cause; to prescribe rules for the management, studies, classification and discipline of the school. These rights, responsibilities and prerogatives are not subject to derogation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement.

### ARTICLE III - ASSOCIATION SECURITY

<u>Section 3.01. - Conditions of Continued Employment.</u> All teachers employed by the Board shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance procedure.

<u>Section 3.02.</u> - Deductions. The Board agrees to deduct from each teacher's pay an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board prior to January 1st of each school year.

<u>Section 3.03. - Subsequent Employment.</u> Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

<u>Section 3.04. - Forwarding of Monies.</u> The Board agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers from whose pay such deductions were made.

<u>Section 3.05. - Lists.</u> No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

<u>Section 3.06. - Reference to Association.</u> The singular reference to the "Association" herein shall be interpreted as referring to the Barkhamsted Education Association, the Connecticut Education Association and the National Education Association.

<u>Section 3.07. - Hold Harmless.</u> The Association shall indemnify and save harmless the Board and the Town of Barkhamsted against all claims, demands, suits and other forms of liability, including all attorney fees and costs incurred in the defense of same, which may arise by reason of any action the Board may take to carry out this Article.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

<u>Section 4.01. - Definitions.</u> The term "Grievance" is defined as a complaint by a teacher that this Agreement has been violated. The term "Day", except as otherwise noted, is defined as any day when school is in session and any business day when school is not in session during the summer recess.

<u>Section 4.02. - Statute of Limitations.</u> Failure by the teacher to file a grievance within fifteen (15) days after he knows, or should have known, of the act or conditions upon which the grievance is based, shall mean that the grievance has been waived. Failure at any procedural level to appeal a grievance to the next procedural level within the time limit shall be deemed to be acceptance of the decision rendered at that level.

<u>Section 4.03. - Procedure.</u> The following procedure may be followed as far as deemed necessary in the order as indicated:

1. The Board and the Association agree that most grievances can be resolved at the informal level as a result of open and honest communication between the principal and teacher. It is to this end that the parties agree, in most cases, that the teacher should be encouraged to meet with the principal without Association representation. In the event the teacher chooses to have Association representation at any stage of the procedure, nothing herein contained shall be construed as a relinquishment of that right. When appropriate, a grievance may be initiated at the Superintendent's level.

Prior to filing a formal grievance, the teacher shall meet with the principal in an attempt to resolve the problem. If the matter cannot be resolved informally, the teacher and/or the Association shall submit the grievance to the principal in writing. The principal shall meet with the teacher (and representative if the teacher so desires) within five (5) days. A decision shall be given to the teacher in writing within five (5) days.

- 2. If the aggrieved teacher is not satisfied with the disposition of the grievance or in the event no decision has been rendered within five (5) days after the informal meeting with the principal, the teacher and/or the Association may submit the grievance in writing to the Superintendent within five (5) days.
- 3. Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved teacher and/or an Association representative in an effort to resolve the grievance. Within five (5) days after the meeting, the Superintendent shall notify the teacher in writing of his decision.
- 4. In the event the aggrieved teacher is not satisfied with the disposition of the grievance or in the event no decision has been rendered within fifteen (15) days after receipt of the grievance by the Superintendent, the Association may submit the grievance to the Board. The Association shall also provide a copy of the original grievance, a copy of the Superintendent's decision or a statement that the Superintendent has taken no action. To be timely, the grievance must be submitted to the Board within five (5) days of the date a written decision was due from the Superintendent.
- 5. Within ten (10) days of its receipt of the grievance, the Board or the Superintendent shall notify the Association of the time and place of a meeting to consider the grievance. The Association shall be given at least two (2) days' notice of the meeting.
- 6. Within ten (10) days of the completion of the meeting, the Board shall notify the Association in writing of its decision.
- 7. The Association may, within ten (10) days of notification of the disposition of the grievance by the Board, proceed to arbitration of the grievance by filing the grievance with the American Arbitration Association. The rules of the arbitration agency shall govern all subsequent proceedings.

The arbitrator's jurisdiction shall be limited to those matters which involve the application and interpretation of this Agreement. The arbitrator shall have no power to add to, delete from or modify any terms of this Agreement.

The arbitrator's decision shall be in writing and shall contain an opinion and conclusion on the issues. The decision of the arbitrator shall be accepted as final and binding by the Association and the Board and both will abide by it, except as either party may elect to exercise any right of appeal to the courts as may be provided by law.

The arbitrator's fee(s) shall be shared equally by the Board and the Association.

### **ARTICLE V - WORKING CONDITIONS**

<u>Section 5.01. - Teacher Assignment.</u> The Superintendent of Schools shall be ultimately responsible for the assignment and transfer of professional personnel. By January 15 of each school year, the principal shall distribute to all teachers a form on which the teachers may indicate a desire to change grade level and/or subject area, or to remain in his/her present grade, for the next school year, and the grade and/or subject area to which he/she wants to change. Teachers shall return the completed forms to the principal by February 15. Whenever feasible, any transfer or reassignment will be made known to the teacher concerned by April 15 preceding the next school year. The administration has the ultimate decision making authority regarding teacher assignments and/or transfers. The principal shall meet with the teacher who is being transferred at least forty-eight (48) hours before the transfer is announced. The teacher shall have

the right to have an officer and/or representative of the bargaining agent present.

<u>Section 5.02. - Preparation Time.</u> Teachers will use, for preparation, all time during which their classes are receiving instruction from teaching specialists, except when their presence is necessary, as determined by the principal. Additional time for preparation may be formally scheduled by the administration, when necessary. Teachers of music, art, physical education, library/media and Spanish shall be provided with preparation time proportionate to their teaching assignment.

<u>Section 5.03. - Lunch.</u> Teachers will have a minimum of twenty-five (25) minutes of uninterrupted guaranteed lunch time.

### <u>Section 5.04. - Teacher Meetings.</u>

- a. Meetings called by the Board or Administration shall normally be preceded by no less than forty-eight (48) hour notice and shall not normally be held more frequently than two times per month, excluding meetings held in the case of emergencies. Prior to the last day of school, teachers will be notified of the normal day of the week for staff meetings during the following school year. No regular staff or curriculum meetings shall be scheduled by the administrators for before school or during the lunch period, except in emergency situations.
- b. Grade level curriculum meetings shall not exceed sixty (60) minutes. The date will be chosen by each grade level team and will be reviewed and approved by the principal.
- <u>Section 5.05. Parent Conferences/Open House.</u> Unless excused by the appropriate school administrator, teachers are required to attend up to six (6) parent-teacher conference days scheduled for half-days and one (1) open house meeting per school year. Each scheduled parent-teacher conference session shall not exceed three and one half (3 ½) hours.

If needed, the Kindergarten teacher shall be provided release time proportional to the number of students enrolled to accommodate the number of parent-teacher conferences required for the district's two (2) half-day Kindergarten programs.

<u>Section 5.06. - Work Year.</u> The teacher work year is 186 days of which four (4) days are non-teaching days. Three (3) non-teaching days are used for the purpose of in-service education, the dates and content of such days to be jointly agreed to and planned by the administration and staff. In the event such in-service days are scheduled before the first day of school, they shall be scheduled immediately prior to the day before school opens. The day immediately preceding the opening of school shall constitute one (1) non-teaching day used for faculty and grade level meetings, consulting with support staff, distribution of materials and textbooks, preparation of classroom and other similar tasks.

<u>Section 5.07. – Work Day.</u> Except as otherwise modified by this Agreement, all teachers shall report to work by 8:15 a.m. and shall be free to leave the building at 3:25 p.m., provided the needs of the students have been met. Instructional time will commence at 8:30 a.m. and end at 3:20 p.m.

<u>Section 5.08. - Curriculum Committee Meetings.</u> Curriculum committees requested by the administration to meet outside of the regular school day shall be compensated in accordance with Article XI, Section 11.01. In addition, curriculum committees may meet during the hours of the regular school day for curriculum work with prior approval from the administration.

<u>Section 5.09. - Materials and Supplies.</u> No later than thirty (30) days after acceptance of the educational budget, all teachers will be notified, in writing, of the actual dollar amount available to each grade level for the purchase of materials and supplies.

### ARTICLE VI - REDUCTION IN FORCE PROCEDURE

<u>Section 6.01. - Reasons for Elimination of Certified Staff Position.</u> Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board.

### Section 6.02. - Procedure.

- a. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
  - i. Voluntary retirements.
  - ii. Voluntary resignations.
  - iii. Transfer of existing staff members.
  - iv. Voluntary leaves of absence.
- b. A teacher's contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified and qualified. Determination of those to be released should be considered in the following order:
  - i. Non-tenured teachers holding temporary, initial or provisional certification.
  - ii. Non-tenured teachers holding professional certification.
  - iii. Tenured teachers holding provisional certification.
  - iv. Tenured teachers holding professional certification.
- c. All of the following criteria will be used to select those employees who are to be considered for termination within the broad tenure and certification categories established under 6.02 b.; however, total years of teaching experience in the Barkhamsted School System shall be the determining criterion provided that there is relative equality in the areas listed below:
  - i. Areas of certification.
  - ii. Qualifications and ability as determined by objective evaluation of the teacher's performance.
  - iii. Teaching experience in other positions which may be available.
  - iv. Advanced graduate study in areas related to the available position.
- d. For the purpose of determining seniority, and /or the total years of teaching experience, one year's service will be credited for each year worked by a full-time teacher. Service for the purpose of determining seniority by a part-time teacher will be calculated on a prorated basis. Seniority will be determined on the basis of continuous years of service. Approved leaves of absence, although not credited for placement on the salary schedule, or for seniority, shall not be considered a break in service.

Section 6.03. - Recall Procedure. If the contract of employment of a teacher is terminated because of the elimination of a position, the name of that teacher shall be placed on a reappointment list and shall remain on such list for a period of two years. If a position becomes open during such period, the teacher on the Recall List who is certified and most qualified to hold that position, will be notified in writing by registered or certified mail, and sent to his/her last known address at least thirty (30) days prior to the anticipated date of employment. The teacher shall accept or reject the appointment in writing within ten (10) days after he/she should have normally received the notification. If appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply to the Board. If the teacher rejects the appointment offer, or does not respond according to this procedure within ten (10) days after notification, the name of the teacher will be removed from the Recall List.

### **ARTICLE VII - RESIGNATIONS**

<u>Section 7.01. Notification.</u> Any teacher shall provide written notice to the Board of Education as soon as practical of his or her intent not to return to his or her position for the upcoming school year. Any teacher employed through the end of the work year and enrolled in a Board-sponsored medical insurance plan who provides such written notice to the Board by August 1<sub>st</sub> shall continue to receive medical insurance through August 30<sup>th</sup>.

### ARTICLE VIII - PART-TIME TEACHERS

<u>Section 8.01. Definition.</u> A part-time teacher is a certified teacher hired for less than full-time for a teaching position or any position covered by this Agreement.

Section 8.02. - Salary. Part-time teachers shall be paid on a pro-rata basis.

**Section 8.03. - Benefits.** Part-time teachers are eligible for the following benefits:

- a. <u>Leave</u>. Sick and childbearing leave and personal and bereavement leave shall be prorated based upon the ratio of the part-time teachers' contracted teaching days to the actual school year.
- b. <u>Insurance</u>. The amount of life insurance provided to part-time teachers shall be a pro-rata share of the amount of life insurance provided to full-time teachers. For part-time teachers enrolled in medical and dental insurance, the Board shall pay a pro-rata share of the insurance premiums which is the same as the proportion of a full-time work year for which the part-time teachers are employed.

### **ARTICLE IX - LEAVE PROVISIONS**

Section 9.01. - Sick Leave. Each full-time teacher shall be entitled to fifteen (15) days sick leave per year, accumulative to 186 days. For absences due to illness in excess of allowable leave, the teacher shall receive the difference between the substitute teacher's pay and the teacher's regular pay up to thirty (30) days per year. Said thirty (30) days are noncumulative. Teachers may use up to fifteen (15) days per year for the catastrophic illness of a parent, child or spouse. The teacher shall be paid the difference between his/her salary per diem and the salary per diem of the substitute. The teacher's per diem shall be calculated as 1/186th of his/her total salary. Catastrophic illness shall be determined by a Board selected doctor and at the Board's expense.

<u>Section 9.02. - Childbearing Leave.</u> Childbearing leave provisions shall conform to the Connecticut State Statutes concerning rights and privileges due to pregnancy, miscarriage, abortion, childbirth and the recovery there from.

<u>Section 9.03. - Childrearing Leave.</u> Any certified professional employee may request of the Board an extended leave without pay for the purpose of childrearing, apart from any period of childbirth disability leave without pay. Such leave, if granted, shall be for either a full semester or for a full school year in which the child is born, adopted or fostered. Employees requesting the leave shall submit, except in an emergency, not less than thirty (30) days written notice of the anticipated date of ending performance of duties. During such leave the employee may continue his/her insurance benefits at the group rate at his/her own expense. Upon return, the employee shall be assigned to his/her former position or its equivalent. Tenure, salary step and sick leave accumulation will be maintained at the level held previous to the leave. For any teacher opting for childrearing leave, the Board shall credit such leave against his or her Family and Medical Leave Act benefits.

<u>Section 9.04. - Jury Duty Leave.</u> A teacher who is called to jury duty shall promptly notify the Superintendent of Schools. If the Superintendent is unable to get the teacher excused from such duty when school is in session, the teacher shall receive his/her full pay for such period, but the amount received for such jury duty served during the school year shall be turned over to the Superintendent for deposit with the Town of Barkhamsted treasurer.

Section 9.05 - Personal and Bereavement Leave. Full-time teachers are allowed four (4) days annually with full pay, for personal business that cannot be transacted other than during the workday. Days taken for personal business should not be taken by more than one teacher at the same time, if possible, nor in a manner which would restrict or prohibit the normal operation of the school program. Personal days may not be taken on any day immediately prior to or immediately following a vacation or a vacation day except with prior approval. Personal days may be used for personal business that cannot be completed at times other than regular school hours, for example, care of ill members of the immediate family, attendance at graduation exercises or travel to graduation for self- or an immediate family member, marriage of self or a member of the immediate family and compulsory legal matters or an emergency situation.

Up to five (5) days are allowed for bereavement in the immediate family. The immediate family is defined as: Spouse, Parents, Grandparents, Brothers, Sisters, Children, Grandchildren of the teacher or spouse, as well as others legally dependent upon the employee and living with the employee at the time of death. Exceptions to the definition of "immediate family" will be considered and acted upon by the Superintendent. All days of Personal and Bereavement Leave are non-cumulative. Any Personal/Bereavement Leave not covered by the foregoing must be applied for in advance, in writing, stating the reason for such leave. Such leave may be granted if it does not restrict or prohibit the normal operation of the school program. A deduction in an amount equal to the pay of the substitute shall be made from the salary of the employee for each day of allowable leave as agreed to by the Board in excess of the stated limits.

### **ARTICLE X - INSURANCE**

### Section 10.01. - Medical Insurance.

For the 2013-2016 contract years, the Board will offer the High Deductible Health Insurance Plan with the Health Savings Account described in Appendix B. The Board shall fund fifty percent (50%) of the One Thousand Five Hundred Dollar (\$1,500.00) individual deductible or fifty percent (50%) of the Three Thousand Dollar (\$3,000.00) family deductible. Prescription drug coverage is included in the High Deductible Health Insurance Plan.

**Section 10.02 – Vision Coverage**. The Board shall provide a full family vision rider.

<u>Section 10.03. - Dental Insurance.</u> The Board shall provide dental insurance for the individual employee only comparable to the Blue Cross Full Service Dental Plan with Riders A and C.

<u>Section 10.04. - Life Insurance.</u> The Board shall provide each teacher group term life insurance in the amount of \$50,000. Upon a teacher reaching age 65, the life insurance benefit shall be reduced in accordance with the insurance policy.

### Section 10.05. - Payment of Insurance Premiums.

- a. <u>Medical Insurance</u>. The teachers shall pay, by payroll deduction, a percentage of the premium cost for medical insurance coverage as follows: (1) 2013-14 HDHP Plan with HSA – 18%; (2) 2014-2015 HDHP Plan with HSA – 19% and 2015-2016 HDHP Plan with HSA –20%.
- b. <u>Dental Insurance.</u> The teachers' premium share for dental insurance shall be eighteen percent (18%) for 2013-2014; nineteen percent (19%) for 2014-2015; and twenty percent (20%) for 2015-2016.
- c. <u>Life Insurance.</u> The Board shall pay one hundred percent (100%) of the premium for teacher life insurance.

<u>Section 10.06a. - Reimbursement for Waiver of Medical Insurance Coverage.</u> Any individual qualified for two person coverage who elects to waive coverage will be reimbursed \$1,050. Any individual qualified for family coverage who elects to waive coverage will be reimbursed \$1,700. Any individual qualified for single coverage who elects to waive coverage will be reimbursed \$550. All waiver payments are contingent on the teacher submitting written notification that he or she has elected to waive coverage and proof of alternate medical insurance coverage.

Section 10.06b. - "Section 125" Plan. The Board shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

<u>Section 10.07. – Change in Insurance Carriers.</u> The Board reserves the right to change insurance carriers at any time as long as it gives prior notice to the Association and as long as the insurance coverage under the substitute insurance carrier's policy is substantially equal to the existing plan.

### ARTICLE XI - SALARY AND OTHER COMPENSATION

### Section 11.01. - Salary.

- a. <u>Teachers Salary Schedule.</u> The salaries of all teachers covered by this Agreement are as set forth in Appendix A attached hereto and made a part of this Agreement.
- b. <u>Salary Schedule Placement.</u> All teachers shall be placed on the appropriate step of the salary schedule based upon public and military dependency school teaching experience provided that such experience shall have been continuous service of at least one-half of any school year. Teachers must submit all official transcripts for a salary lane change to the Superintendent's office by August 15<sup>th</sup> of each year in order to be placed on the proper salary lane. Failure to submit paperwork by this date will result in a delay in the disbursement of the total increase. Said increase shall be paid over the remaining pay periods based on the date of submission, except for teachers hired after August 15<sup>th</sup> in any school year. Credit for teaching experience shall be determined by the Superintendent, subject to approval by the Board.
- c. <u>Degree Definitions.</u> Salary schedules shall be applied in accordance with the following definitions:
  - BA A baccalaureate degree earned at an accredited college or university.
  - MA A master's degree or the completion of thirty (30) hours beyond the baccalaureate degree in a planned program earned at an accredited college or university and approved by the Superintendent.
  - MA + 15 A master's degree plus fifteen (15) hours or the completion of forty-five (45) hours beyond the baccalaureate degree earned at an accredited college or university and approved by the Superintendent.
  - 6th Year A second master's degree, sixth year certificate, or the completion of thirty credits beyond the master's degree or sixty credits beyond the bachelor's degree in a program earned at an accredited college or university and approved by the Superintendent.
- d. Withholding Increment. Annual increments (step increase) shall be granted for satisfactory teaching services in the Barkhamsted Elementary School. Whether satisfactory service is performed shall be based on the judgment and recommendation of the school principal. In the event unsatisfactory service is indicated, evidence shall be presented to verify that recommendations have been made to help the teacher correct the areas of unsatisfactory performance. Such assistance shall be forthcoming prior to March 1st and final decision on withholding the increment by May 1st. Said increments shall not be denied for arbitrary or capricious reasons. Only the Board approved evaluation instrument shall be used for withholding increments.

e. <u>Pay Period Options.</u> If the teacher's authorization has been received prior to June 15, he/she shall be paid on either of the following two options: otherwise he/she shall be paid on Option II.

Option I: Teachers shall be paid 1/21st of their salary every two weeks for twenty-one (21) payments. Said payments shall be on every other Friday commencing no later than the second Friday in September.

Option II: Teachers shall be paid 1/26th of their salary every two weeks for twenty-one payments. Said payments shall be on every other Friday commencing no later than the second Friday in September. With the twenty-first payment, they shall receive another check for 5/26th of their salary.

- f. 403b Plans. Teachers shall have the option of contributing to one of those Board-approved companies offering 403b plans unless otherwise mutually agreed to by the Association and the Board. The Board will provide the Association with an approved list of companies within thirty (30) days of the effective date of this Agreement.
- g. <u>Direct Deposit.</u> There will be electronic direct deposit of paychecks to the banks or credit unions of a teacher's choice, not to exceed two different financial institutions per teacher.
- h. <u>Extended Work Year.</u> If the Board mandates that a teacher work any additional days over the 186 day work year, such teacher shall be paid a per diem of his/her salary per day.
- i. <u>Curriculum Work.</u> If the Board operates a program, including curriculum development, during the summer or a vacation period that a faculty member can apply for voluntarily, the rate of pay shall be \$31.00 per hour in 2013-14; \$32.00 per hour in 2014-15; and \$33.00 per hour in 2015-16. Any posting for development of curriculum shall include a description of the duties to be performed, time involved and schedule of payment date.
- j. <u>Kindergarten Bus Ride and Kindergarten Orientation</u>. If the Board provides Kindergarten Orientation outside of the teacher's contracted work day and the teacher is required to attend, the teacher shall be compensated at the hourly curriculum work rate.

If the teacher is required by the principal to attend the Kindergarten Bus ride orientation on a non-contracted teacher work day, the teacher shall be compensated at the teacher's pro-rated individual per diem salary.

<u>Section 11.02. - Longevity.</u> For all teachers hired before July 1, 2006, a longevity payment of \$575 per year will be paid for fifteen (15) through eighteen (18) consecutive years in Barkhamsted School, and \$700 per year for nineteen (19) or more consecutive years in Barkhamsted School.

<u>Section 11.03. - Stipends.</u> Teachers may notify the principal in writing by no later than May 30 if they wish to be considered for a stipend position for the following school year. The principal shall have the final and non-appealable decision as to which teachers shall fill the stipend positions.

Teachers shall receive the following stipends for duties outside their regular teaching responsibilities:

\$1200 for 2013-14 \$1250 for 2014-15 \$1300 for 2015-16	Head Teacher. Except in an emergency or unusual circumstances when the principal has less than 24 hour notice of his/her need to be absent from the building, every effort will be made to schedule a paraprofessional assistant to assist the head teacher for the total instructional time that the principal is out of the building and administrative responsibilities are given to the head teacher.
\$250 per night	Overnight field study instructor (White Memorial, etc.)
\$200 per field study	Coordinator of extended field study involving an overnight experience
\$350 per annum	Student Council Advisor (maximum of two)
\$230 per annum	Peer Mediator Advisor (maximum of two)
\$500 per annum	TEAM Mentor (per mentor per mentee)
\$260 per annum	Professional Development Committee Chairperson
\$200 per annum	Professional Development Committee Members (maximum of 4, exclusive of chairperson)
\$700 per annum	Curriculum Coordinators (as determined by administration based on school goals and curriculum needs)

### Section 11.04. - Retirement and Severance Pay.

a. A teacher who intends to retire shall give the Superintendent written notice of his/her intent by February 15 of the teacher's final school year.

b. For all teachers hired before July 1, 1999, upon retirement from the Barkhamsted School System, or upon death while still employed by the Barkhamsted Board of Education, a teacher shall receive a severance benefit of one day's pay for each year served in the Barkhamsted School System. For part-time teachers this benefit shall be prorated. If the severance pay amount exceeds three thousand dollars (\$3,000), the benefit shall be paid in three equal annual installments in the month of September, commencing the first school year after the teacher's death or retirement. Effective July 1, 2009, the severance pay shall be capped at a total payment of fourteen thousand dollars (\$14,000).

<u>Section 11.05. – Professional Development Reimbursement.</u> Each full-time and part-time teacher shall be granted professional development reimbursements up to \$300 per year to be used for the payment of professional development fees approved by the Principal. Part-time teachers who are eligible to receive a reimbursement from another school district shall be eligible for a prorated amount from this Board.

### **ARTICLE XII - GENERAL PROVISIONS**

<u>Section 12.01. - Copies of the Contract.</u> The Board shall provide the Association with 25 copies of the complete text of this Agreement or any successor Agreement within fifteen (15) days after final adoption.

<u>Section 12.02. - Savings Clause.</u> In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason, by an authority of established legal or other competent jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

Section 12.03. - Alteration of Agreement. If a change in the existing Agreement is deemed necessary by the Board or the Association, the Board and the Association agree to the following procedures: This Agreement contains the full and complete Agreement between the Board of Education and the Association on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not in this Agreement. This Agreement may be amended or modified by the mutual agreement of the parties although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof. It is understood and agreed that the Board or its representatives will not, without prior notification and discussion with the Association, take any action affecting working conditions not encompassed within the terms and provisions of this Agreement which affect teachers.

<u>Section 12.04. – Personnel Policies.</u> If the Board of Education deems it necessary to modify any of its personnel policies affecting teachers, the Superintendent shall notify the president of the Association at least thirty (30) days prior to the suggested change(s) coming before the Board of Education for action. The Superintendent shall provide the Association with a copy of the recommended change at the time of the notification. The Superintendent shall meet with the Association within one (1) week to review the proposed change and have a full discussion of the matter with the Association. If the parties cannot reach agreement on recommended language to be provided to the Board of Education, the Association may, if it so desires, present its recommended language to the Board of Education when the recommended change is placed on the Board of Education's agenda for action. The Association shall have the right to speak at the Board of Education meeting when the agenda item comes up for discussion. The Association shall notify the Superintendent of this desire at least three (3) days prior to the meeting.

<u>Section 12.05. - Separate Agreements.</u> No individual employee in the bargaining unit or representative agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement unless such agreement has been reduced to writing and approved by the Board and the Association.

### Section 12.06. – Teacher Protections

- a. <u>Hold Harmless.</u> The Board shall hold the teachers harmless pursuant to Section 10-236a of the Connecticut General Statutes.
- b. <u>Complaints Against a Teacher.</u> In the event a signed complaint against a teacher prompts an investigation, the teacher shall be given an opportunity to meet with the investigator and to present statements regarding the complaint in question.

- c. <u>Just Cause.</u> No teacher will be reprimanded in writing or suspended without pay without just cause.
- d. <u>Personnel Files.</u> Teachers have the right to inspect their personnel files. No letters of reprimand shall be placed in a teacher's personnel file without written notice to the teacher. The letter of reprimand shall be deemed the teacher's written notice.

### **ARTICLE XIII - DURATION**

<u>Section 13.01 Term of Agreement.</u> This Agreement and remain in full force and effect through June 30, 2016	
IN WITNESS WHEREOF, the parties hereunto se, 2013.	et their hands and seals this day of
BARKHAMSTED BOARD OF EDUCATION	BARKHAMSTED EDUCATION ASSOCIATION
Date:, 2013 Date	e:, 2013

# APPENDIX A BARKHAMSTED TEACHERS 2013-2014 SALARY SCHEDULE

STEP	ВА	MA	MA+15	6тн YEAR
1	38,967	43,341	44,870	48,302
2	40,738	45,484	47,048	50,497
3	42,589	47,731	49,331	52,791
4	44,524	50,091	51,725	55,190
5	46,548	52,568	54,235	57,697
6	48,664	55,166	56,868	60,318
7	50,876	57,893	59,629	63,059
8	53,188	60,755	62,523	65,924
9	55,605	63,757	65,557	68,920
10	58,132	66,909	68,739	72,051
11	60,774	70,217	72,076	75,324
12	63,537	73,688	75,574	78,747
13		77,331	79,242	82,325
14		81,153	83,089	86,066

All teachers remain on current step for the 2013-14 year only.

### **APPENDIX A**

**2014 – 2015 SALARY SCHEDULE** 

STEP	ВА	MA	MA+15	6тн YEAR
1	38,967	43,341	44,870	48,302
2	40,787	45,530	47,096	50,548
3	42,692	47,829	49,432	52,898
4	44,686	50,244	51,884	55,358
5	46,773	52,781	54,457	57,932
6	48,957	55,447	57,158	60,626
7	51,244	58,247	59,994	63,445
8	53,637	61,188	62,969	66,395
9	56,142	64,278	66,093	69,482
10	58,764	67,524	69,371	72,713
11	61,509	70,934	72,812	76,094
12	64,382	74,516	76,424	79,633
13		78,279	80,215	83,335
14		82,232	84,194	87,210

All teachers not on max advance one step per year on the salary schedule.

### **APPENDIX A**

**2015 - 2016 SALARY SCHEDULE** 

STEP	BA	MA	MA+15	6тн YEAR	
1	38,967	43,341	44,870	48,302	
2	40,842	45,582	47,150	50,606	
3	42,808	47,939	49,546	53,020	
4	44,869	50,418	52,063	55,550	
5	47,028	53,025	54,709	58,200	
6	49,292	55,767	57,489	60,976	
7	51,664	58,651	60,410	63,885	
8	54,151	61,684	63,480	66,933	
9	56,758	64,874	66,705	70,126	
10	59,489	68,228	70,095	73,471	
11	62,353	71,757	73,657	76,977	
12	65,354	75,467	77,399	80,649	
13		79,370	81,332	84,496	
14		83,474	85,465	88,527	

All teachers not on max advance one step per year on the salary schedule.



# **Lumenos HSA Plan Summary**

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

### Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

### **Health Savings Account**

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

### Contributions to Your HSA

For 2013, contributions can be made to your HSA up to the following:

\$3,250 individual coverage

\$6,450 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

### **Earn More Money for Your Account**

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

### **Healthy Rewards**

If you do this:You can earn this in your HSA:Complete the Health Assessment online\$50Enroll in the Personal Health Coach Program\$100Graduate from the Personal Health Coach Program\$200Complete our Smoking Cessation Program\$50Complete our Weight Management Program\$50

Some eligibility requirements apply. See page 2 for program descriptions.

### **Plus –** To help you stay healthy, use:

### **Preventive Care**

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

### **Preventive Care**

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

### Then -

### Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

### **Bridge**

Your Bridge responsibility will vary.

### **Annual Deductible Responsibility**

\$1,500 individual coverage \$3,000 family coverage

### If Needed -

### **Traditional Health Coverage**

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

# Traditional Health Coverage After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

### **Additional Protection**

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

### Annual Out-of-Pocket Maximum In-Network and Out-of-Network Providers

\$3,000 individual coverage \$6.000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.

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

CGHSA579 w inc NGF (1/13)

# Anthem.

### Lumenos HSA Plan Summary



### **Healthy Rewards Program**

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

- Health Assessment: You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HSA per plan year. The health information you provide is strictly confidential.
- Personal Health Coach: If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- Smoking Cessation Program: This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotinereplacement therapy coverage. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing this program.
- Weight Management Program: Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing the program.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

### **Summary of Covered Services**

### **Preventive Care**

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

### Well Baby and Well Child Preventive Care

**Office Visits** through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

**Immunizations:** Hepatitis A Hepatitis B Diphtheria, Tetanus, Pertussis (DtaP) Varicella (chicken pox) Influenza - flu shot Pneumococcal Conjugate (pneumonia) Human Papilloma Virus (HPV) - cervical cancer H. Influenza type b Polio Measles, Mumps, Rubella (MMR)

### **Adult Preventive Care**

Office Visits after age 18; including preventive vision exams.

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

### Immunizations:

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

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

# Anthem.

# **Lumenos HSA Plan Summary**



### **Summary of Covered Services (Continued)**

### **Medical Care**

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

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

- · Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

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

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

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.

<sup>\*</sup> For a complete list of exclusions and limitations, please reference your Certificate of Coverage.



# **Lumenos HSA Plan Summary**

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. DLUMENOS is a registered trademark.

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

### ATTACHMENT C

### **FULL DENTAL PLAN**

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

### **COVERED SERVICES INCLUDE:**

Oral Examinations
Periapical and bitewing X-rays
Topical fluoride applications for members under age 19
Prophylaxis, including cleaning, scaling and polishing
Relining of dentures
Repairs of broken removable dentures
Palliative emergency treatment
Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
Simple extractions **
Endodontics - including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)
syment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the mber is not covered by Dental Amendatory Rider A.

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

### **ACCESSING BENEFITS:**

### **Participating Dentists Benefits**

When a member receives care from one of our Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

### **Non-Participating Dentists Benefits**

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This is not a legal contract. It is only a general description of the Preventive Plus Dental Plan benefits, limitations and exclusions. A complete listing of benefits, limitations and exclusions can be found in the Master Group Policy or Description of Benefits.

## **Dental Amendatory Rider A**

### **Additional Basic Benefits**

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ♦ Inlays (not part of bridge)
- ♦ Onlays (not part of bridge)
- ♦ Crown (not part of bridge)
- ♦ Space Maintainers
- Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ♦ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

### **ACCESSING BENEFITS:**

### **Participating Dentists Benefits**

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

### **Non-Participating Dentists Benefits**

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

# Dental Amendatory Rider C Periodontics

Periodontal services consisting of:

- ♦ Gingival curettage
- Gingivectomy and gingivoplasty
- Osseous surgery, including flap entry and closure
- ♦ Mucogingivoplastic surgery
- ♦ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is \$500.00

### **ACCESSING BENEFITS:**

### **Participating Dentists Benefits**

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

### **Non-Participating Dentists Benefits**

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider C. Refer to your Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

# WELCOME TO BLUE VIEW VISION!

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



### ATTACHMENT D



# Blue View Vision<sup>SM</sup> BVMO A25.130.130

### Your Blue View Vision network

Blue View Vision offers you one of the largest vision care networks in the industry, with a wide selection of experienced ophthalmologists, optometrists, and opticians. Blue View Vision's network also includes convenient retail locations, many with evening and weekend hours, including LensCrafters®, Sears OpticalSM, Target Optical®, JCPenney® Optical and most Pearle Vision® locations. Best of all, when you purchase your eyewear from a Blue View Vision participating provider, you can maximize your benefits and take advantage of money-saving discounts. Members may call Blue View Vision toll-free at (866) 723-0515 with questions about vision benefits or provider locations.

### **Out-of-network services**

Did we mention we're flexible? You can choose to go outside of the Blue View Vision network. You simply get an allowance toward your eyewear purchases and you pay the rest. (In-network benefits and discounts will not apply.) Just pay in full at the time of purchase and then file a claim for reimbursement.

### YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

### EYEWEAR MATERIALS AND LENS TREATMENT OPTIONS

### **Eyeglass frames**

**Once every calendar year** you may select an eyeglass frame and receive the following allowance toward the purchase price:

### Eveglass lenses (Standard)

Factory scratch coating included

Polycarbonate lenses included for children under 19 years old. Transitions® lenses included for children under 19 years old.

### Once every calendar year you may receive any one of the following lens options:

Standard plastic single vision lenses (1 pair)
 Standard plastic bifocal lenses (1 pair)
 Standard plastic trifocal lenses (1 pair)

### Eyeglass lens upgrades

When purchasing from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

- <sup>1</sup> Please ask your provider for his/her recommendation as well as the progressive brands by tier.
- <sup>2</sup> Please ask your provider for his/her recommendation as well as the coating brands by tier.

# Contact lenses – once every calendar year

Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.

Your contact lens allowance can only be applied toward the first purchase of contacts you make during a benefit period.

### **Lens Options**

- UV Coating
- Tint (Solid and Gradient)
- Standard Polycarbonate
- Transitions® lenses
- Progressive Lenses<sup>1</sup>
  - Standard
  - Premium Tier 1
  - Premium Tier 2
  - Premium Tier 3
- Standard Anti-Reflective Coating<sup>2</sup>
- Premium Tier 1 Anti-Reflective Coating<sup>2</sup>
- Premium Tier 2 Anti-Reflective Coating<sup>2</sup>
- Other Add-ons and Services
- Elective Conventional Lenses
- Elective Disposable Lenses
- Non-Elective Contact Lenses

Any unused amount remaining cannot be used for subsequent purchases made during the same benefit period, nor can any unused amount be carried over to the following benefit period.

### **IN-NETWORK**

\$130 allowance then 20% off any remaining balance

\$25 copay, then covered in full \$25 copay, then covered in full \$25 copay, then covered in full

### Member cost for upgrades \$15

\$15

\$40
\$75
\$65
\$91
\$97
\$103
\$45
\$57
\$68

20% off retail price

\$130 allowance then 15% off any remaining balance

\$130 allowance (no additional discount)

Covered in full

### **OUT-OF-NETWORK**

\$64 allowance

\$36 allowance \$54 allowance \$69 allowance

Discounts on lens upgrades are not available out-of-network

\$105 allowance

\$105 allowance

\$210 allowance

Transitions and the swirl are registered trademarks of Transitions Optical, Inc. Photochromic performance is influenced by temperature. UV exposure and lens material.

**Discounts – Savings on additional eyewear and accessories** – After you use your initial frame or contact lens allowance, you can take advantage of discounts on additional prescription eyeglasses, conventional contact lenses, and eyewear accessories courtesy of Blue View Vision network providers.

### BLUE VIEW VISION ADDITIONAL SAVINGS

### Additional Pair of Complete Eyeglasses

# Contact Lenses - Conventional (Discount applied to materials only)

### **Eyewear Accessories**

Includes some non-prescription sunglasses, lens cleaning supplies, contact lens solutions and eyeglass cases, etc.

\*Items purchased separately are discounted 20% off the retail price. Blue View Vision's Additional Savings Program is subject to change without notice.

### **MEMBER SAVINGS**

40% discount off retail\*

15% off retail price

20% off retail price

### LASER VISION CORRECTION SURGERY

Glasses or contacts may not be the answer for everyone. That's why we offer further savings with discounts on refractive surgery. Pay a discounted amount per eye for LASIK Vision correction. For more information, go to SpecialOffers at anthem.com and select vision care.

### **USING YOUR BLUE VIEW VISION PLAN**

Your Blue View Vision plan provides benefits for materials only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network.

### **OUT-OF-NETWORK**

If you choose an out-of-network provider, please complete the out-of-network claim form and submit it along with your itemized receipt to the below fax number, email address, or mailing address. When visiting an out-of-network provider, you are responsible for payment at the time of service.

To Fax: **866-293-7373** 

To Email: oonclaims@eyewearspecialoffers.com

To Mail: Blue View Vision

Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111

### **EXCLUSIONS & LIMITATIONS**

This is a primary vision plan with benefits intended to cover only corrective eyewear. Covered materials that are lost or broken will be replaced only at normal service intervals indicated in the plan design; however, these materials and any items not covered below may be purchased at preferred pricing from Blue View Vision providers. In addition, benefits are payable only for expenses incurred while the group and insured person's coverage is in force.

**Combined Offers.** Not combined with any offer, coupon, or in-store advertisement. **Experimental or Investigative.** Any experimental or investigative services or

Crime or Nuclear Energy. Conditions that result from: (1) insured person's commission of or attempt to commit a felony; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available Uninsured. Services received before insured person's effective date or after coverage ends.

**Excess Amounts.** Any amounts in excess of covered vision expense.

Routine Exams or Tests. Including routine examinations required by an employer in connection with insured person's employment.

Work-Related. Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if insured person does not claim those benefits.

**Government Treatment.** Any services actually given to the insured person by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if insured person is not required to pay for them or they are given to the insured person for free.

Services of Relatives. Professional services or supplies received from a person who lives in insured person's home or who is related to insured person by blood or marriage.

**Voluntary Payment.** Services for which insured person is not legally obligated to pay. Services for which insured person is not charged. Services for which no charge is made in the absence of insurance coverage.

Not Specifically Listed. Services not specifically listed in this plan as covered services

**Private Contracts.** Services or supplies provided pursuant to a private contract between the insured person and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

**Eye Surgery.** Any medical or surgical treatment of the eyes and any diagnostic testing. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Hospital Care. Inpatient or outpatient hospital vision care.

**Orthoptics.** Orthoptics or vision training and any associated supplemental testing. **Non-Prescription Lenses.** Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

**Lost or Broken Lenses or Frames.** Any lost or broken lenses or frames, unless insured person has reached a new benefit period.

**Frames.** Discount is not available on certain frame brands in which the manufacturer imposes a no discount policy.

Disclaimer:

This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's Policy, which shall control in the event of a conflict with this overview.

This benefit overview insert is only one piece of your entire enrollment package. Exclusions and limitations are listed in the enrollment brochure.