

AGREEMENT

between the

Orange Teachers' League

and the

Orange Board of Education

July 1, 2019 - June 30, 2022

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ORANGE COUNTY
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AGREEMENT
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and the
Orange Board of Education

This Agreement is negotiated between the Orange Board of Education and the Orange Teachers' League in accordance with the provisions of Conn. Gen. Stat. §10-153a et seq.

SECTION I
Recognition

The Board recognizes the Orange Teachers' League as the exclusive representative of certified professional employees of the Board in the "teachers' unit" as defined in Conn. Gen. Stat. §10-153b (a).

In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

- A. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement, except that a DSAP teacher who is employed by the Board for more than one year shall advance on the salary schedule in accordance with the provisions of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
- B. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

C. DSAP holders shall have no bumping rights or recall rights under this Agreement.

SECTION II Board Prerogatives

Except as is otherwise specifically provided in this Agreement, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Orange including but not limited to the following: to maintain public elementary and such other education facilities; to determine the need and program for the summer school, if any; to determine the maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers, principals, and other certified personnel; to suspend or dismiss the teachers of the schools; to designate the schools which shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for arrangement, use and safe-keeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation 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.

SECTION III Notification Procedure

- A. The Orange Board of Education agrees that no change in the policies dealing with personnel regulations (the 4000 Series of the Policy Book) will be made without notification to the Orange Teachers' League.
- B. The following procedure will be followed:
 - 1. The Personnel Policies Chairperson of the OTL and the President of the Orange Teachers' League will receive written notice of any proposed change as soon as reasonably possible after any committee meeting where a final policy change has been made and prior to the Board meeting at which the proposal is to be acted upon.

2. Upon written request of the Orange Teachers' League, the Board of Education Personnel Policies Committee will agree to a meeting to be held as soon as reasonably possible to hear any concerns raised by the OTL.

SECTION IV Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure (subject to the provisions of the Freedom of Information Act).

- A. The term "grievance" shall mean an alleged violation, misinterpretation or misapplication of any of the specific terms of this agreement. A grievance may be filed by a teacher, a group of teachers or the Orange Teachers' League. The OTL reserves the right to be present in all proceedings relating to any grievance.
- B. Grievance Processing Timelines

The teacher or Teachers' League shall implement the first applicable Step within fifteen working days after the teacher or the OTL becomes aware of, or should have become aware of, the condition upon which the grievance is based. If this is not done, then the grievance shall be considered to have been waived. The teacher shall begin to process the grievance at Step 1, Discussion with the Principal. If the OTL is filing a grievance alone, it may choose to process the grievance within the fifteen day period by beginning at Step 2.

Any of these time lines may be extended by mutual agreement.

1. Step 1 (The Principal)

The grievance shall be discussed with the school principal and a satisfactory solution shall be sought. The principal shall, within two working days of the meeting with the grievant, give a written answer, with a copy to the Superintendent of Schools and the President of the Orange Teachers' League.

2. Step 2 (The Superintendent)

If the principal's decision is not agreeable to the teacher, the matter may be presented to the Superintendent in writing, within fifteen working days of the Step 1 response. The Superintendent shall meet with the grievant and the grievant's OTL/CEA representative(s) within five working days of the referral.

The Superintendent shall, within three working days of his/her meeting with the grievant, render a decision and his/her reasons for it in writing to the grievant and the President of the Orange Teachers' League.

3. Step 3 (The Board of Education)

If the Superintendent's recommendation is not considered acceptable, the teacher may bring his/her grievance to a quorum of the Board of Education in regular or special session. The Board of Education shall be notified by the grievant, or the grievant's OTL/CEA representative, of the party's dissatisfaction with the Superintendent's decision within three working days of his/her receipt of that decision. The Board shall schedule the hearing within thirty working days of receipt of notification from the grievant. The Board shall, within three working days after such meeting, render its decision and the reasons therefore in writing to the grievant with a copy to the President of the Orange Teachers' League.

4. Step 4 (Binding Arbitration)

If the grievant is not satisfied with the Board's answer and if the OIL believes that the grievance is meritorious, the OTL may request that the grievance be submitted to arbitration in accordance with the provisions of this section, but such request must be received in writing in the Superintendent's Office within ten (10) working days after receipt of the Board's answer.

The Superintendent and the OTL shall within five (5) working days after such written notice jointly attempt to select a single arbitrator who is an acknowledged expert as an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days, the OTL shall submit the demand for arbitration to the American Arbitration Association (AAA) or the American Dispute Resolution Center, Inc. (ADRC) (at the option of the filing party), in accordance with the administrative procedures, practices and rules of the respective agency, with a simultaneous copy to the Superintendent. The provision (s) of the agreement which are involved shall be identified in the demand or arbitration.

The arbitrator's authority is limited to interpreting the collective bargaining agreement, and he/she shall have no power to add to, delete from or otherwise modify any of the terms of such agreement. The arbitrator's findings shall be binding, except as provided by law. In reaching a decision, the arbitrator shall abide by the rules and regulations of the American Arbitration Association or the American Dispute Resolution Center (ADRC), as applicable. The cost of arbitration services will be shared 50/50 by the OTL and the Board of Education.

- C. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

SECTION V
Salary

- A. The salary schedule for 2019-2020 is set forth in Appendix A.
- B. The salary schedule for 2020-2021 is set forth in Appendix A.
- C. The salary schedule for 2021-2022 forth in Appendix A.
- D. Appendix B shall govern step movements.
- E. Longevity, in addition to salaries listed in the salary schedules, shall be paid to teachers hired on or before July 1, 1996, as follows:

- L-1 Completed at least one year on step 13 and 15 years of experience
- L-2 19 through 23 years of experience and at least one year on Step L-1
- L-3 24 or more years of experience and at least one year on Step L-2

- L-1 \$ 500
- L-2 \$1000
- L-3 \$2000

F. Salary Credit

- 1. Teachers newly employed in the Orange School System will be placed on the salary schedule in force according to their training and experience with the following provisos:
 - a. Teachers newly employed with continuous teaching experience in public or private education will be placed on the same step as currently employed teachers with the same years of experience unless the teaching position has been identified by the State as a Durational Shortage Area. In such cases, the Superintendent may grant up to four years of credit beyond what he or she would otherwise receive.
 - b. Teachers newly employed who have not taught in a regular position in a public or private school system for eighteen (18) or more months prior to employment shall be granted one-half of their total years of experience for recognition on the salary schedule (calendar months).

Example:

Teacher experience in community A - 1995-2003

Teacher returns to teaching community 2007-2009

Teacher granted:

1/2 of years experience 1995-2003 (4 years)

Full credit 2007-2009 (2 years)
Granted: 6 years experience

Half year teaching experience will be granted as full year.

- c. Teachers who formerly taught in the Orange School System and have experienced five years of uninterrupted teaching time will be credited on the salary schedule with 1/2 (one half) of total years of service in Orange.

2. Military Leave Credit

- a. A teacher will be given a maximum of two years credit on the salary and seniority schedules for military service.
- b. The Orange Board of Education guarantees that any teacher in its employ at the time of enlistment or draft into the military service of the United States shall be ensured of re-employment by said Board on termination of the draft period of military service, at the salary and seniority level he or she would have attained in continuous employment in the Orange School System.

3. Peace Corps Credit

The teacher will be given a maximum of two years credit on the salary and seniority schedules for Peace Corps service.

4. Other Experience

The Superintendent may grant up to four years of credit on salary schedule (i.e. up to four steps) for certified teaching experience in private schools or for work experience directly related to the teaching position being considered for those positions identified by the State as Durational Shortage Areas. Only two years of credit in the salary schedule may be granted for new teachers whose private school or work experience occurred 18 months or more prior to employment. Credit on the salary schedule shall not apply to seniority for RIF purposes.

5. Salary Credit for Employees Hired Prior to July 1, 1991

- a. Any employee hired prior to July 1, 1991 who was placed on the salary schedule based on salary credits earned in accordance with the salary credit provisions in effect prior to June 30, 2004 shall be entitled to retain that salary schedule placement. However, effective June 30, 2004, salary credit shall be available only for courses taken at an accredited college or university as part of a planned program for a postgraduate degree relative to the field of education, commensurate with the number of semester hours credit earned.

- b. The following degree tracks shall be applicable to employees hired prior to July 1, 1991:

Bachelor (BA) A baccalaureate degree earned at an accredited college or university.

Master (MA)
BA+30 A master's degree at an accredited college or university, or the completion of thirty (30) credits beyond the Bachelor's Degree in an approved program at an accredited college or university.

MA+15
BA+45 The completion of fifteen (15) credits beyond the Master's Degree in an approved program at an accredited college or university or the completion of forty-five (45) credits beyond the Bachelor's Degree in an approved program at an accredited college or university. This degree track shall be available only to teachers employed by the Board as of June 30, 2004 and who are on such degree track as of such date.

Sixth Year

BA+60 A Sixth Year Certificate or the completion of sixty (60) credits in an approved program at an accredited college or university.

6th Year+15
BA+75 The completion of fifteen (15) credits beyond the Sixth Year Certificate in an approved program at an accredited college or university or the completion of seventy-five (75) credits beyond the Bachelor's Degree in an approved program at an accredited college or university.

6. Salary Credit for Employees Hired on or after July 1 1991

The following degree tracks shall be applicable to employees hired on or after July 1, 1991:

Bachelor (BA) A baccalaureate degree earned at an accredited college or university.

Master (MA) A master's degree at an accredited college or university.

MA+15 The completion of fifteen (15) credits in an approved program at an accredited college or university beyond the requirements for the master's. This degree track shall be available only to teachers

employed by the Board as of June 30, 2004 and who are on such degree track as of such date.

Sixth Year/

Second Master's A second master's degree in a discipline other than the discipline in which the initial master's degree was attained, or a Sixth Year Certificate. A teacher assigned to work as a school social worker, school psychologist, or speech and language pathologist who holds a 60 credit Master's Degree, as demonstrated by his/her school transcript, shall be placed on the Sixth Year/Second Master's degree track.

Sixth Year+15 The completion of fifteen (15) credits in an approved program at an accredited college or university beyond the requirements for the Sixth Year salary lane.

G. Additional Payments

1. District-level Appointed Committee Work Salary

The Board of Education agrees to pay teachers at an hourly rate based on the sixth step of the BA Salary Schedule for work performed beyond the contractual work day for district, school or grade level curriculum development or work on district-level committees for which they have been appointed and approved by the Superintendent. For district, school or grade level curriculum development or district-level appointed committee work that is done in the summer, teachers will be compensated at an hourly rate based on the sixth step of the BA Salary Schedule in effect June immediately prior to the beginning of summer. Teachers who agree to serve on voluntary building-level committees shall not be eligible for payment.

SECTION VI Fringe Benefits

1. Effective July 1, 2016, the High Deductible Health Plan with a Health Savings Account (the "HSA Plan") shall be the core insurance plan. For any teacher hired before July 1, 2019 who remains enrolled in the PPO plan as set forth below, the teacher shall pay the premium cost under the HDHP, plus the difference between the total cost of the PPO plan and the total premium cost of the HDHP plan.

The HDHP shall be the only insurance plan available to teachers hired after July 1, 2019.

Employees will contribute the following percentage amounts towards the cost of health insurance:

| | 2019-20 | 2020-21 | 2021-22 |
|---|---------|---------|---------|
| HSA Plan | 19.5% | 20.5% | 21.5% |
| Dental (Individual Coverage) * | 18% | 19% | 20% |

*Employees shall continue to pay 100% of dependent dental coverage as set forth in Section C below.

a. High Deductible Health Plan/Health Savings Account ("HSA Plan")
(Appendix E1)

The HSA Plan will include the following elements:

| | In-Network | Out-of-Network |
|---|---------------|-------------------------|
| Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible) | \$2000/4000 | |
| Co-insurance | N/A | 20% after deductible |
| Cost Share Maximum (Individual/Aggregate Family) | \$3000/\$6000 | \$5,000/10,000 |
| Lifetime Maximum | Unlimited | \$1,000,000 |

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

The Board will fund the deductible as follows (with pro-rated funding of the deductible for part-time teachers):

The Board shall fund 50% of the deductible in the 2019-2020 school year.

The Board shall fund 45% of the deductible in the 2020-2021 school year.

The Board shall fund 45 % of the deductible in the 2021-2022 school year.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The Board shall fund one-half of its HSA contribution obligation on or about September 1 and one-half of the Board's contribution obligation on or about January 1. If a teacher experiences a catastrophic medical event between July 1 and September 1, he or she may request the Board to fund its full one-half obligation prior to September 1.

The Board's contribution obligation into the HSA shall be prorated by month for teachers who are hired after July 1. For example if a teacher is hired on January 1, the Board's contribution obligation shall be 6/12 or 1/2 of its deductible obligation.

For teachers hired between July 1 and January 1, the Board shall fund one-half of its prorated HSA contribution obligation the first pay period of the month of the teacher's eligibility for health insurance benefits and its second contribution on January 1. For teachers hired after January 1, the Board shall fund its pro-rated contribution obligation on the first pay period of the month of the teacher's eligibility for insurance benefits.

Health Reimbursement Account: A Health Reimbursement Account shall be made available for any teacher who is precluded from participating in a Health Savings Account ("HSA") because the teacher receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

b. Co-pay PPO Plan Buy Up Plan ("PPO Plan") (Appendix D)

The PPO Plan will include the following elements:

| | 2019-20 | 2020-21 | 2021-2022 |
|-----------------------|---------|---------|-----------|
| Office Visit | \$35 | \$35 | \$35 |
| Specialist | \$45 | \$45 | \$45 |
| Inpatient Admission | \$400 | \$400 | \$400 |
| Outpatient Surgery | \$400 | \$400 | \$400 |
| Outpatient-Ambulatory | \$400 | \$400 | \$400 |

| | | | |
|----------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Emergency Room | \$150 | \$150 | \$150 |
| Urgent Care | \$75 | \$75 | \$75 |
| High Cost Diagnostic | \$75 (\$375 max per member per year) | \$75 (\$375 max per member per year) | \$75 (\$375 max per member per year) |
| Out-of-Network: | | | |
| Deductible | \$500/750/1000 | \$500/750/1000 | 4500/750/1000 |
| Co-insurance | 80/20% | 80/20% | 80/20% |
| Co-insurance Max | \$1500/2250/3000 | \$1500/2250/3000 | \$1500/2250/3000 |
| Out-of-Pocket Max | \$2000/3000/4000 | \$2000/3000/4000 | \$2000/3000/4000 |
| | | | |
| Prescription Drugs: | Public Sector Formulary | Public Sector Formulary | Public Sector Formulary |
| Retail | \$10/25/45 | \$10/25/45 | \$10/30/45 |
| Mail Order | 2x co-pay | 2x co-pay | 2x co-pay |

| | | | |
|---|---------------|---------------|---------------|
| Retail Duration | 30 days | 30 days | 30 days |
| Mail Order Duration | 90 days | 90 days | 90 days |
| Maximum (with rollover to out-of-network) | \$2000 w/ R/O | \$2000 w/ R/O | \$2000 w/ R/O |

Excise Tax. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in January 2022. Should any Federal statute or regulation pertaining to IRC §49801 be mandated to take effect in the contract year trigger the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Section VI for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

c. Dental Plan

The current dental plan and riders in, as described in the plan documents. The Board and the teachers will pay the premium contribution percentages set forth above for individual dental coverage. Employees will continue to have the option to enroll in dependent dental coverage at their own expense. Enrollment

shall be for a one-year period, except as otherwise required by Section 125 of the Internal Revenue Code.

d. Life Insurance - \$45,000

2. Change of Carrier

- a. The OTL agrees that the Board may change, after consultation with the OIL, any insurance carrier should a less expensive company be found, provided the benefit and administration are equal to or better than the existing coverage.
- b. Any dispute regarding "equal to or better" shall be resolved through binding arbitration prior to the implementation of the coverage. The Union must file for arbitration no later than thirty (30) days after receiving notice of the intended change.

3. Section 125 Plan

The Board shall establish a plan under Section 125 of the Internal Revenue Code in order to allow teachers to make their health insurance premium contributions on a pre-tax basis. The Board shall also have the right to expand the Section 125 plan to include provisions for medical and dependent care reimbursement accounts.

4. Retirees

Subject to the provisions of applicable law, for any teacher and/or teacher's spouse who is eligible to participate in health insurance coverage through the Board following the teacher's retirement under the provisions of the Teachers' Retirement statutes, if the retired teacher or spouse becomes eligible for Medicare, the teacher or spouse (as applicable) shall, effective upon the date of such eligibility, be permitted to participate only in the Board's Medicare supplement insurance policy:

B. Wellness Program

The Board of Education may offer, on a co-pay basis (60 Board/40 Teachers), two different wellness programs per year. At least eight members must be enrolled in order to run each program. Program focus may include such topics as: smoking; weight control and nutrition; physical exercise and activities; stress management and reduction; etc.

SECTION VII
Professional Employment

A. Teacher Certification - SDE Expiration List

The Board of Education as a matter of courtesy shall forward the SDE expiration list of provisional certificates to the President of the OTL for his/her reference. Neither the Board nor the OTL shall have any liability in this matter.

B. Assignment of Teachers

1. Teachers are assigned to a particular position in a particular school by the Superintendent of Schools. The Superintendent will be guided in these assignments by the training and experience of the teacher, by the needs of the schools, and by what, in his/her judgment, is best for the children. In all cases, the educational welfare of the children and the total composition of each school staff shall be kept paramount.
2. The Superintendent may transfer any teacher to any other position or school in the system as he/she sees fit for the betterment of the school organization, or for the benefit of a group of children or for other just and definable reasons. Written notice of involuntary transfer shall be given before the end of the school year, whenever possible. The Superintendent shall meet privately to discuss the transfer.
3. Teachers newly hired by the Board shall receive their assigned building, grade and/or subject assignments from the Superintendent's office.
4. Teachers already in the system will under normal circumstances receive notification of their building, grade and/or subject assignments for the ensuing school year prior to the close of the current school year.
5. Teachers shall be notified in writing of any changes in their assignments for the ensuing school year, including the schools to which they will be assigned and the grades and/or subjects that they will teach.
6. Teachers shall not regularly be assigned to subjects and/or grades outside the scope of their teaching certificates.
7. In arranging schedules for teachers who are assigned to more than one school, the Board will make reasonable efforts to limit the amount of inter-school travel. Upon submission of verification of travel, such teachers shall be reimbursed the current mileage rate established by the IRS.
8. Any teacher transferred or relocated at the request of the Board shall be compensated, for purposes of moving for up to 14.5 hours at the hourly summer rate. In order to be eligible for such compensation, the teacher must have the permission of the building principal, must notify the Superintendent or designee that such relocation is being planned, and provide the Superintendent or designee

with verification regarding the time spent by the teacher in connection with the transfer or relocation.

C. Annual Canvassing of Teachers and Posting of Vacancies

1. When the Superintendent becomes aware of an anticipated vacancy prior to the end of a school year for the following school year, the Superintendent will post such vacancies. Positions requiring a different certification and/or a different rate of pay will be posted so that all employed teachers in Orange will have the first opportunity to apply to fill the vacancy.
2. If a vacancy arises between the close of a school year and the beginning of the following school year, the Superintendent shall notify any staff member who has expressed interest in such a vacancy during the annual canvassing process set forth in Sections C.4 and C.6 below.
3. The Superintendent of Schools shall annually in December or January canvass the teaching staff to learn of seam/degree changes to be expected.
4. The Superintendent of Schools shall annually in March canvass the teaching staff to learn of vacancies to be expected and of any request for a change of assignment and/or school for the following academic year. Any teacher who desires to make such a change for the following academic year shall file a written statement of such desire with the Superintendent no later than April 1. Such statement shall include the grade, school and/or subject area to which the teacher desires to be assigned.

The teacher may also include a request to meet with the Superintendent of Schools to discuss the change desired by the teacher.

5. After the Superintendent has received canvass reports and any written requests for changes in assignment, the Superintendent shall notify the staff of anticipated vacancies so that those interested may apply.
6. The Superintendent shall consider all information collected (including requests from teachers submitted in accordance with Section C.4 and C. 6 above) in making assignments of teaching duties for the following year.

D. Just Cause

1. Any substantive complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.
2. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, without reasonable and just cause. Non-renewal or termination of contract are governed by Conn. Gen. Stat. §10-151 and are subject to review pursuant to that statute and in no other manner.

E. Policy Statement on In-Service Training

1. All employees shall be provided opportunities to develop increased competence beyond that which might result from the performance of their regular duties.
2. The Superintendent shall provide the staff with opportunities such as the following:
 - a. Visits to other classrooms and other schools.
 - b. Attendance at conferences involving other personnel from the system, the region, the state or the nation.
 - c. Membership on committees drawing personnel from such sources.
 - d. Training in workshops offered within the system.
 - e. Expansion of the system's professional libraries.
3. ADDENDUM: Although the Board enthusiastically endorses and recommends the pursuit by our teachers of advanced degrees in regular programs at Institutions of higher learning, the Board does not underwrite the cost of such graduate work. Teachers taking regular courses outside of the school day and the school year will not be reimbursed by the Board for any part of the expenditure involved. In certain instances, when attendance at workshops, short term (one week) courses, or institutes will result in the betterment of a teachers ability and of his/her total contribution to the Orange schools, such attendance during the contract year (September 1 to June 30) may be permitted. If the choice of event is made by the teacher and recommended and approved by the Superintendent with the approval of the Board, the Board will meet up to one-half the costs involved. If the choice of event is made by the Superintendent with the approval of the Board, and the teacher is assigned to attend, the Board will meet all the costs involved.

F. Tutoring

1. Teachers shall not tutor their own pupils for pay. This provision shall become effective as soon as a teacher becomes aware that a child will be in the teacher's class during the following school year. If a teacher becomes aware prior to the end of the school year that a child whom he/she is currently tutoring will be in the teacher's class during the following school year, the teacher may continue to tutor the child only until the end of the school year.
2. No tutoring for which a teacher receives a fee will be carried on in the school building.

G. Building Responsibility

1. A teacher who is designated as having building responsibility in the absence of the principal shall be paid an additional yearly stipend of \$1500.
2. Appointment as designee shall be for one school year. All teachers are eligible to apply for these positions.

H. Teacher Personnel Files

No material which concerns a teacher's performance shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written response to any such material, and the same shall be attached to the file copy of the material in question. The teacher will receive a copy of all items placed in his/her personnel file with the notation "cc: personnel file." This notation will constitute adequate notification.

I. Information Regarding New Hires

The OTL, upon written request, shall immediately be informed, in writing, of the placement, degree status and years of experience of all newly hired certified employees.

J. Extra Compensation Positions

The Administration will post positions providing extra compensation above and beyond the salary schedule. Such postings will include a general description of the responsibilities for the position and will be posted simultaneously in all buildings. The Administration shall retain the right to select the person(s) to fill such assignments, as determined to be in the best interests of the district in the sole judgment of the Administration. The Administration will use reasonable efforts to provide payment in a timely manner to teachers serving in such positions.

SECTION VIII Conditions of Employment

A. Work Year

1. The teacher work year will be 186 days. Five of these days will be non-instructional and 181 will be instructional days. One non-instructional day shall be allocated solely for teacher preparation. Two of the non-instructional days will immediately precede the first student day. The remaining two days shall be scheduled by mutual agreement or otherwise through negotiation in accordance with statute.
2. If the school year is lengthened beyond 186 days, the Board of Education shall compensate members of the bargaining unit at a per diem rate for each added day. The per diem rate shall be determined by dividing the teacher's annual salary by 186.

B. Impact Statement on Length of School Day

For teachers at Race Brook School, Turkey Hill School and Peck School, the teacher day shall start no later than 8:05 a.m. and end no earlier than 3:20 p.m. For teachers at Mary L. Tracy School, the day shall start no later than 7:50 a.m. and end no earlier than 3:05 p.m.

In the interest of continually striving to enhance the district's educational program, teachers will be available for after-school staff meetings for up to forty-five minutes forty five (45) minutes three (3) times per month and up to ninety (90) minutes once a month, as scheduled by the Administration. Such time will be used for the purposes of faculty meetings, team meetings, grade level meetings, professional development sessions and other activities as designated by the Administration.

In a month in which there are four after school meetings, one forty five (45) minute meeting will be reserved for teacher directed professional collaboration. Topics discussed during that meeting will be provided to the building principal. The teacher directed after school meeting will be scheduled by the Administration.

Parent Teacher Conferences will be held once in the fall and spring semesters. Each conference will be held on two days which will be early release days.

C. Duty-free Lunch Period

Teachers will be provided a duty-free lunch period of no fewer than twenty-five (25) minutes per day. Teachers may leave the building during this time with the principal's permission. The safety and security of the children must take precedence at all times.

D. Planning Time

It is the intent of the Board of Education to continue to provide daily planning time for all teaching staff. Planning time is to be used for professional preparation. The Board will provide planning time of at least one hundred seventy-five (175) minutes per week for full-time classroom teachers (including art, physical education, music, library, and foreign language teachers). Teachers will typically receive a minimum of twenty five (25) self-directed contiguous minutes of planning time each day. If a teacher misses a planning period due to lack of substitute coverage, he or she will be compensated at the rate of thirty dollars (\$30.00) for such planning period. Planning time shall be prorated for classroom teachers working less than .84 FTE.

E. Short Term Leaves

1. Personal Illness

- a. Fifteen days annually.
- b. Unused days may accumulate to a total of 171. In any one year the maximum could therefore be 186 (171+15).

- c. Forty-five days additional (when accumulated days and annual sick leave days are exhausted) on which the teacher is paid the difference between the regular per diem salary and that paid to the person who substitutes. Such leave shall be at the Superintendent's discretion and must be supported by medical documentation showing that the teacher cannot perform the requirements of the job during the leave.
- d. Additional sick leave time may be granted at the discretion of the Board of Education on the recommendation of the Superintendent.
- e. A teachers' workers' compensation benefits for job related accidents, combined with the teacher's salary payments for such absences, shall not exceed one hundred percent (100%) of the teacher's net regular pay. After 120 work days, the difference between the teacher's net regular pay and the teacher's worker's compensation benefit shall be charged to the teacher's accumulated sick leave. If the teacher does not have accumulated sick leave sufficient to cover such an absence, the teacher will receive only the workers' compensation benefit.
- f. At retirement, death, or resignation after twenty (20) years of service in the Orange Schools, a teacher, his/her designated beneficiaries or his/her estate will be paid as follows:

\$50.00 per day for each unused sick day up to a maximum of 180 days.

Teachers hired on or after July 1, 2016 shall be paid \$50.00 per day for each unused sick day up to a maximum of 90 days.

In the event that the teacher provides written notice of retirement to the Superintendent of Schools prior to February 1st (for a retirement effective at the end of that school year), then the Board shall make the payment provided under this section on or about June 30th of that school year. If such notice is provided after February 1st, then such payment will be made on or about June 30th of the following school year

2. Family Illness

Up to fifteen (15) days of a teacher's sick leave per year, noncumulative, may be used for family illness. Sick leave days taken for family illness shall be identified as family illness days at the time they are taken. Upon the recommendation of the Superintendent, the Board may in its discretion permit a teacher to use up to thirty (30) days of accumulated sick leave in the event of a family illness for which the teacher is eligible for leave under the federal Family and Medical Leave Act, provided that in such circumstances, the Board shall pay the teacher the difference between the teacher's regular per diem salary and the payment to the substitute teacher.

3. Funeral Leave

- a. Up to three (3) days to prepare for and attend the funeral. At the discretion of the administration, two (2) additional days may be granted at the request of the teacher concerned. These days shall be available in case of death of either an immediate family member or any relative residing with the teacher, or any person with whom the teacher has had a personal relationship that, in the teacher's judgment, requires such absence.
- b. One day shall be available for attendance at other funerals as deemed necessary by the teacher.

4. Personal Leave

- a. Up to four (4) days absence with pay will be allowed on the request of any staff member for matters of pressing personal business which may not be conducted outside of work hours, such as but not limited to: legal business, medical appointments that cannot be made at another time, family obligations such as graduations, weddings or other significant family events, or any emergency of a critical nature.
- b. Personal days will only be approved for the day before or the day after a holiday or vacation period after discussion with the Superintendent or designee.
- c. Teachers requesting personal leave must complete the form provided, which shall include a statement regarding the reason that the personal leave is requested. Notice of two (2) working days must be given to the building principal prior to the teacher taking a personal day. Prior approval from the building principal or his or her designee must be received prior to the personal day being taken. If this is not possible because of an emergency, the proper personnel should be notified and the required form should be submitted as soon as possible.
- d. Personal leave time that exceeds four (4) days must be reviewed with the teacher and the Superintendent of Schools. At times it may be necessary for the teacher to submit documentation regarding reasons for extended personal leave.

5. Religious Holidays

Up to three days for absences required for the personal observance of publicly acknowledged religious holy days, unless included in the school calendar.

6. Jury Duty

A teacher receiving a jury duty notice shall promptly notify the building administrator. A teacher called to jury duty shall receive his/her regular salary minus the stipend paid him/her by the Court.

Teachers called to jury duty are to report to their schools on scheduled school days if their presence in Court is not required.

7. Professional Days

- a. Professional days will be granted by the Superintendent when there is mutual agreement between him/her and the teacher that such days will be beneficial to the teacher and the school system. The Superintendent will confer with the principal involved. Teachers should make the request of the principal.
- b. There is no limit on professional days.
- c. Expenses incurred for professional days will be paid by the Board of Education when approved by the Superintendent.

8. Other Absence

Absence for any reason other than those outlined previously will not be permitted with pay. Deduction for any such absence will be made at the rate of 1/186th of the teacher's annual salary for each day of absence. The Superintendent's advance approval will be required; otherwise the absence is completely unauthorized.

F. Long Term Leaves of Absence

1. Child Rearing Leave

- a. Orange Elementary Teachers with a minimum of three (3) years continuous service in Orange shall be entitled, upon submission of a written request to the Superintendent, to a leave for the purpose of child rearing up to the maximum of one year.
- b. Such teacher shall be entitled to leave for the remainder of any school year in which the child is born or adopted. The Superintendent must be notified in writing by April 1 of the year of the leave as to whether the person plans to return to work.
- c. Such leave shall be without salary or unemployment compensation.
- d. Insurance benefits will be available at the employee's expense to all on leave at the same level as those in regular service during the leave, which is not to exceed one year.
- e. Upon the expiration of such leave the teacher/s shall return to a position for which he/she is qualified and certified providing that he/she is not in the RIF category.

- f. The period of the leave shall not count as regular service as it relates to, the accumulation of sick days, but any accumulated sick days prior to the leave shall remain in effect upon return.
- g. If a partial year is taken, seniority and salary credit will be granted for a full year if the teacher works ninety-three (93) school days in total during the year. If the teacher works fewer than ninety-three (93) school days in total during the year, seniority and salary credit will not be granted.
- h. For RIF purposes only, each month spent on child rearing leave will count toward the person's seniority.
- i. In any case, a maximum of only one year seniority and salary credit will be given for child rearing.
- j. To the extent that any section of this child rearing provision is inconsistent with the provisions of the federal Family and Medical Leave Act, the Board shall comply with the provisions of the Act.

2. General Leave

- a. The Board of Education may grant a request for a general leave of absence for one school year. Successful grantees shall be limited to one such leave during professional tenure in Orange. In order to be eligible for leave under this provision, a teacher must have completed at least five (5) years of continuous service as a teacher in Orange.
- b. Such leave shall be without salary or unemployment compensation.
- c. Teacher/s on leave may continue to receive medical and life insurance programs at the same level coverage as active teachers at the Board of Education, at their own expense. Disability insurance will be suspended during leave period.
- d. The period of the leave shall not count as regular service as it relates to the accumulation of sick days, but any accumulated sick days prior to the leave shall remain in effect upon return.
- e. The leave shall count as a year of service towards seniority and placement on the salary schedule.
- f. Upon completion of the leave, the person shall be assigned to a position in the school system for which he/she qualifies and is certified providing that he/she is not in the RIF category.
- g. In order to be considered, one must make application by June 1 of the school year prior to the commencement of the leave.

- h. If the leave is granted, the Superintendent must be notified in writing by April 1 of the year of the leave as to whether the person plans to return to work.
- i. Application: Send letter to Superintendent requesting participation in the General Leave Policy.
- j. The Board of Education may also grant a request for a second general leave of absence for one school year. If a second leave of absence is granted, such leave shall be without any pay, benefits, salary schedule credit or seniority.

3. Sabbatical Leave

- a. Teachers who have served the Board for seven (7) consecutive years may, upon recommendation of the Superintendent and at the discretion and with the approval of the Board, be granted leave for study and independent research, writing or travel in accordance with terms and conditions mutually agreed upon by the teacher, the OIL and the Board of Education.

G Agency Fee

1. Members

All members of the bargaining unit who elect to join the OTL shall sign and deliver to the OTL, if they have not already done so, written authorization for the payroll deductions of membership dues of the OTL, the CEA and NEA. Said authorization shall continue in effect from year to year unless such teachers shall notify the Board of Education and the OTL in writing not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in Section 1 above, and paid in accordance with section 3 below.

2. Subsequent Employment

Those employees who become members of the bargaining unit and commence employment after the date of the execution of this contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Section 2 of this Article. The dues for those members shall be prorated equal in amount to the percentage of the remaining school year.

3. Forwarding of Monies

The Board agrees to send each month, all monies deducted during that month for OIL, CEA and NEA dues and OTL, CEA, and NEA service fee deduction to OIL.

4. Lists

- a. No later than the first paycheck in October of each school year, the Board shall provide the OTL with a list of all professional staff members of the Board and the positions held by said employees. The Board shall notify the OTL monthly of any change in said lists.
- b. The right to refund the employees' monies deducted from their salaries under such authorization shall lie solely with the OTL. The OTL agrees to reimburse the employee for the amount of any dues deducted by the Board and paid to the OTL, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

5. Save Harmless

The OTL shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise out of reason of any action taken against the Board as a result of the enforcement or administration of this article. The Board of Education and/or Town agree that in assuming such defense on the Board's or Town's behalf the OTL shall confer with the Board or its representatives concerning the defense of claims or lawsuits against the Board. However, the Board reserves the right to engage an attorney, at its own expense, to assume full responsibility for the litigation.

H. Payroll Deductions

Teachers may change their payroll deductions during the year, if personal conditions warrant such change. It is important that good judgment be used in requesting changes so as not to burden the clerical staff.

I. Meeting with Building Administrators

OTL representatives shall meet monthly with building administrators on an as needed basis.

J. Association Rights

The Board shall notify the Association in writing of all new hires within a reasonable amount of time after hire.

- K. Whenever a teacher is absent from school as a result of a personal injury caused by an assault arising out of and in the course of his or her employment, he or she shall be paid his or her full salary for the period of such absence without have such absence charged to his or her annual or accumulate sick leave. Any amount of salary payable under this section shall be reduced by the amount of any workers' compensation award for disability due to the said assault of the teacher or injury for the period for which such salary is paid.

SECTION IX

Reduction in Force

- A. This policy is adopted pursuant to Section 10-151 of the Connecticut General Statutes.
- B. Layoff of non-tenured teachers shall be based upon qualifications and performance, as evidenced by teacher evaluations conducted in accordance with the district's performance evaluation plan.
- C. Non-tenured teachers shall be laid off prior to tenured teachers certified and qualified for the available position as provided in Conn. Gen. Stat. §10-151.
- D. The main principles in the order of layoff for tenured teachers shall be: No tenured teacher shall be laid off if there is a less senior tenured teacher in a position for which they (the former) are certified and qualified.
1. Seniority means the total number of continuous years of service under contract in Orange.
 - a. For those teachers with continuous service, the total number of years under contract will be counted toward seniority.
 - b. In addition, for those teachers with interrupted service in Orange, the years worked in Orange prior to the interruption will be counted toward seniority on the basis of one-half the total number of years served.
- E. When two or more tenured teachers are equal in seniority, other factors will be considered in the following order to determine who remains in service:
1. Evaluation
 2. Degree status
 3. Prior service with certification in any system
- F. New Teachers shall not be hired until all teachers who are eligible for recall and who are certified and qualified for the available position(s) are recalled or have declined the opening.
- G. Recall will be in the reverse order of the teachers laid off. Eligibility for recall shall remain in effect for fourteen (14) months.

- H. Teachers recalled will not lose prior service for the purpose of seniority or salary, or sick leave (e.g., if a teacher is laid off after five years of service, he/she would return at the sixth year on the salary schedule and would be working toward six years of seniority.) Those recalled will be reinstated on the salary seam schedule in which they participated when laid off.
- I. Teachers who are recalled must respond affirmatively within ten (10) calendar days after receipt of a registered letter to the teacher's address on file with the Board of Education office or forfeit their right to recall. However, for any recall opportunities that arise during the months of July and August, teachers who are recalled must respond affirmatively within three (3) calendar days after receipt of a registered letter to the teacher's address on file with the Board of Education office or forfeit their right to recall.
 - 1. The teacher has the responsibility of keeping in touch with the Board of Education Office and updating addresses and telephone numbers.
 - 2. The Board of Education office shall call by phone to inform the teacher that a letter of recall is to be sent.
- J. Upon layoff of a teacher, medical benefits will continue until August 31 of that year at the Board's expense (subject to the premium contribution requirements applicable to actively employed teachers) and thereafter at the teacher's expense for the period provided by COBRA.
- K. Retroactive to the beginning of the 1991-1992 school year, it is agreed that to implement the seniority provision of the Reduction in Force Policy any teacher who works 50% or more under contract shall receive a full year of service credit for seniority purposes. Examples: a teacher has 4.2 years of credit for seniority at the start of 1991-1992 and teaches 50% shall receive an additional year of seniority for a total of 5.2 years of seniority; a teacher has 1.68 years of seniority at the start of 1991-1992 and teaches .84 will have 2.68 years of seniority; a teacher who has five years of service plus five years of interrupted service in Orange would have 7.5 years of seniority.
- L. Seniority applies to staff who have worked under contract with the Orange Board of Education. This excludes from the RIF policy teachers who work less than half-time and/or who are substitutes.
- M. It is agreed that a layoff is a termination of contract subject to review under the provisions of Conn. Gen. Stat. §10-151 and in no other manner. Disputes over contract termination shall not be subject to the grievance and arbitration provisions of this Agreement. However, alleged violations of the contractual Reduction in Force procedures shall be the basis for appeal under Conn. Gen. Stat. §10-151.

SECTION X
Miscellaneous

- A. One copy of the negotiated Agreement shall be made available to all teachers on-line.
- B. This Agreement contains the full and complete agreement between the parties on all matters, and neither party shall be required to negotiate on any matter during its term except as required by law. Effective July 1, 2004, representatives of the Board and the OTL agree to meet periodically, on at least a monthly basis, for the purpose of discussing terms and conditions of employment related to the operation of the district. Such discussions shall not constitute negotiations, and the parties agree that such discussions shall not result in a reopening of the collective bargaining agreement unless both parties mutually agree in writing to reopen the contract. In the course of such discussions, either party may suggest a change in existing terms and conditions of employment. While the parties agree to give fair consideration to such suggested changes, neither party shall be obligated to negotiate, bargain over or agree to any such change. Any agreements that result from this process shall be reduced to writing and incorporated herein.
- C. This Agreement shall not be altered, amended or changed except in writing pursuant to Conn. Gen. Stat. §10-153 and signed by both the Board and the Orange Teachers' League, which amendment shall be appended hereto and become a part hereof.
- D. If any part or portion of this Agreement is ruled invalid or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

SECTION XI
Dress Code

The Board and the OTL agree that student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the Board's staff. The Board and the OTL further agree that Teachers should wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Therefore, the Board and the OTL agree that during the work day and anytime employees attend school-sponsored events as part of their teaching responsibilities or as part of their responsibilities in an extracurricular position, employees shall appear in professionally appropriate attire. Dress should reflect the professional position of the employee, and teachers should not dress in ways that would reduce their professional standing or diminish their professional stature as exemplars and role models.

SECTION XII
Teacher Tuition Discount

Children of teachers currently working for the Orange Board of Education that do not reside in Orange shall receive a tuition credit of no less than fifty percent (50%). The actual credit shall be the same for all teachers and will be determined by the Board of Education at the beginning of each school year. Admission of new students shall be subject to available space as determined by the Board.

Once admitted, a student shall be allowed to remain through sixth grade irrespective of the class-size guidelines, provided the teacher remains employed by the Board, and the student complies with all applicable rules and regulations of the Board and the individual school.

Any additional charges for the child of a teacher shall be the sole responsibility of the teacher. This provision does not obligate the Board to provide special education programs or services or create unique programs for students. If a non-resident student enrolls in the Orange Public Schools, and such student is eligible for services under the Individuals with Disabilities Education Act ("IDEA"), the Orange Public Schools shall not act as the local education agency for such child. In instances where special or additional services are provided for a non-resident student, a supplemental tuition or fee may be charged based upon the actual costs associated with providing the special or additional services.

The Board shall not be responsible for transporting the student. Payment of such tuition and/or additional costs shall be made through payroll deduction.

SECTION XIII

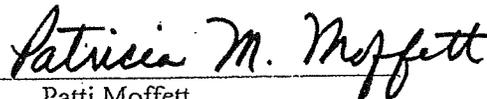
Duration

The provisions of this Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect through June 30, 2022.

ORANGE BOARD OF EDUCATION

ORANGE TEACHERS' LEAGUE

By 
William Kraut
Chairperson

By 
Patti Moffett
President

By 
Kellie Martino
Negotiations Chairperson

APPENDIX A
Salary Schedule
2019-20

| <u>Step</u> | <u>BA</u> | <u>MA BA+30</u> | <u>MA+15 BA+45</u> | <u>6th Year BA+60</u> | <u>6th Year + 15 BA+75</u> |
|-------------|-----------|---------------------|------------------------|--------------------------------------|---|
| 2 | 50,642 | 52,507 | 54,750 | 56,990 | 59,232 |
| 3 | 52,496 | 54,428 | 56,753 | 59,075 | 61,399 |
| 4 | 54,425 | 56,428 | 58,839 | 61,245 | 63,657 |
| 5 | 55,631 | 57,635 | 60,040 | 62,451 | 64,859 |
| 6 | 56,830 | 58,839 | 61,245 | 63,657 | 66,065 |
| 7 | 58,436 | 60,443 | 62,854 | 65,265 | 67,670 |
| 8 | 60,153 | 62,163 | 64,571 | 66,981 | 69,388 |
| 9 | 62,387 | 64,394 | 66,849 | 69,214 | 71,622 |
| 10 | 65,304 | 67,314 | 69,723 | 72,131 | 74,542 |
| 11 | 69,257 | 71,263 | 73,671 | 76,086 | 78,495 |
| 12 | 73,722 | 75,730 | 78,142 | 80,548 | 82,956 |
| 13 | 75,314 | 80,712 | 83,124 | 85,530 | 87,939 |
| 14 | 78,262 | 84,732 | 87,045 | 89,354 | 91,661 |
| 15 | 82,265 | 89,905 | 92,148 | 94,389 | 96,623 |

- I. Step placement and movement shall be governed by Appendix B.
- II. Salary placement and movement for teachers employed prior to July 1, 1991 shall be governed by Section V.F.5 a. and b. Salary placement and movement for teachers who commence employment on or after July 1, 1991 shall be governed by Section V.F.5.a. and 6.

APPENDIX A
Salary Schedule
2020-21

| <u>Step</u> | <u>BA</u> | <u>MA BA+30</u> | <u>MA+15 BA+45</u> | <u>6th Year BA+60</u> | <u>6th Year + 15 BA+75</u> |
|-------------|-----------|---------------------|------------------------|--------------------------------------|---|
| 2 | 50,642 | 52,507 | 54,750 | 56,990 | 59,232 |
| 3 | 52,496 | 54,428 | 56,753 | 59,075 | 61,399 |
| 4 | 54,425 | 56,428 | 58,839 | 61,245 | 63,657 |
| 5 | 55,631 | 57,635 | 60,040 | 62,451 | 64,859 |
| 6 | 56,830 | 58,839 | 61,245 | 63,657 | 66,065 |
| 7 | 58,436 | 60,443 | 62,854 | 65,265 | 67,670 |
| 8 | 60,153 | 62,163 | 64,571 | 66,981 | 69,388 |
| 9 | 62,387 | 64,394 | 66,849 | 69,214 | 71,622 |
| 10 | 65,304 | 67,314 | 69,723 | 72,131 | 74,542 |
| 11 | 69,257 | 71,263 | 73,671 | 76,086 | 78,495 |
| 12 | 73,722 | 75,730 | 78,142 | 80,548 | 82,956 |
| 13 | 75,314 | 80,712 | 83,124 | 85,530 | 87,939 |
| 14 | 78,262 | 84,732 | 87,045 | 89,354 | 91,661 |
| 15 | 83,088 | 90,804 | 93,069 | 95,333 | 97,589 |

- I. Step placement and movement shall be governed by Appendix B.
- II. Salary placement and movement for teachers employed prior to July 1, 1991 shall be governed by Section V.F.5 a. and b. Salary placement and movement for teachers who commence employment on or after July 1, 1991 shall be governed by Section V.F.5.a. and 6.

APPENDIX A
Salary Schedule
2021-22

| <u>Step</u> | <u>BA</u> | <u>MA BA+30</u> | <u>MA+15 BA+45</u> | <u>6th Year BA+60</u> | <u>6th Year + 15 BA+75</u> |
|-------------|-----------|---------------------|------------------------|--------------------------------------|---|
| 2 | 50,642 | 52,507 | 54,750 | 56,990 | 59,232 |
| 3 | 52,496 | 54,428 | 56,753 | 59,075 | 61,399 |
| 4 | 54,425 | 56,428 | 58,839 | 61,245 | 63,657 |
| 5 | 55,631 | 57,635 | 60,040 | 62,451 | 64,859 |
| 6 | 56,830 | 58,839 | 61,245 | 63,657 | 66,065 |
| 7 | 58,436 | 60,443 | 62,854 | 65,265 | 67,670 |
| 8 | 60,153 | 62,163 | 64,571 | 66,981 | 69,388 |
| 9 | 62,387 | 64,394 | 66,849 | 69,214 | 71,622 |
| 10 | 65,304 | 67,314 | 69,723 | 72,131 | 74,542 |
| 11 | 69,257 | 71,263 | 73,671 | 76,086 | 78,495 |
| 12 | 73,722 | 75,730 | 78,142 | 80,548 | 82,956 |
| 13 | 75,314 | 80,712 | 83,124 | 85,530 | 87,939 |
| 14 | 78,262 | 84,732 | 87,045 | 89,354 | 91,661 |
| 15 | 83,919 | 91,712 | 94,000 | 96,286 | 98,565 |

- I. Step placement and movement shall be governed by Appendix B.
- II. Salary placement and movement for teachers employed prior to July 1, 1991 shall be governed by Section V.F.5 a. and b. Salary placement and movement for teachers who commence employment on or after July 1, 1991 shall be governed by Section V.F.5.a. and 6.

APPENDIX B

STEP PLACEMENT AND MOVEMENT

| STEP | 2019-2020 | 2020-2021 | 2021-2022 |
|------|-----------|-----------|-----------|
| 2 | 1 | 1 | 1 |
| 3 | 2 | 2 | 2 |
| 4 | 3 | 3 | 3 |
| 5 | 4 | 4 | 4 |
| 6 | 5 | 5 | 5 |
| 7 | 6 | 6 | 6 |
| 8 | 7-11 | 7 | 7 |
| 9 | 12 | 8-12 | 8 |
| 10 | 13-14 | 13 | 9-13 |
| 11 | 15 | 14-15 | 14 |
| 12 | 16 | 16 | 15-16 |
| 13 | 17 | 17 | 17 |
| 14 | 18 | 18 | 18 |
| 15 | 19 | 19 | 19 |
| | | | |

APPENDIX C



Employer/Group: ORANGE: TOWN AND BOARD OF EDUCATION

Firm Division: 001178114 - ORANGE BOE TEACHERS

**CENTURY
PREFERRED, \$35.00/\$45.00**

Century Preferred is a preferred provider organization (PPO) plan.

| COST SHARE PROVISIONS | In Network <i>Member Pays:</i> | Out-of-Network <i>Member Pays:</i> |
|---|-----------------------------------|---------------------------------------|
| Office Visit Copayment | \$35.00 | Deductible & Coinsurance |
| Specialist Visit Copayment | \$45.00 | |
| Hospital Copayment (<i>per admission</i>) | \$400.00 | |
| Urgent Care Copayment | \$75.00 | |
| Outpatient Surgery Copayment | \$400.00 | |
| Ambulatory Surgery Copayment | \$400.00 | |
| Emergency Room Copayment (<i>waived if admitted</i>) | \$150.00 | \$150.00 |
| Annual Deductible (<i>individual/2-member family/3+ member family</i>) | Does not apply | \$500/\$750/\$1,000 |
| Coinsurance | Does not apply | 20 % |
| Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>) | Does not apply | \$1,500/\$2,250/\$3,000 |
| Lifetime Maximum | Unlimited | Unlimited |

PREVENTIVE CARE

| | | |
|--|--------------|-----------------------------|
| Well child care* | No Copayment | Deductible & Coinsurance |
| Periodic, routine health examinations* | No Copayment | Deductible & Coinsurance |
| Routine eye exams | No Copayment | Deductible & Coinsurance |
| Routine OB/GYN visits | No Copayment | |
| Mammography* | No Copayment | |
| Hearing screening | No Copayment | |



Employer/Group: ORANGE: TOWN AND BOARD OF EDUCATION

Firm Division: 001178114 - ORANGE BOE TEACHERS

CENTURY PREFERRED, \$35.00 /\$45.00

| MEDICAL CARE | In Network Member Pays: | Out-of-Network Member Pays: |
|---|-------------------------------|--------------------------------|
| MEDICAL CARE | | |
| Office visits | \$35.00 | Deductible & Coinsurance |
| Office visits - Specialist | \$45.00 | |
| Outpatient mental health & substance abuse <i>(prior authorization may be required)</i> | \$35.00 | |
| OB/GYN care | No Copayment | |
| Maternity care <i>(initial visit subject to copayment, no charge thereafter)</i> | \$45.00 | |
| Diagnostic lab and x-ray | No Copayment | |
| High-cost outpatient diagnostic <i>(prior authorization may be required)</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> | \$75.00 (maximum \$375.00) | |
| Allergy services - Office Visits | \$45.00 | |
| Allergy services - Testing | \$45.00 | |
| Allergy services - Injections <i>(80 - Within 3 Years)</i> | No Copayment | |

HOSPITAL CARE - Prior authorization may be required

| | | |
|--|--------------|-----------------------------|
| Semi-private room <i>(General/Medical/Surgical/Maternity)</i> | \$400.00 | Deductible & Coinsurance |
| Inpatient mental health and substance abuse | \$400.00 | |
| Skilled nursing facility <i>(up to 120 days per calendar year)</i> | No Copayment | |
| Rehabilitative services <i>(up to 60 days per calendar year)</i> | No Charge | |
| Outpatient surgery <i>(in a hospital)</i> | \$400.00 | |
| Ambulatory surgery <i>(in other than a hospital setting)</i> | \$400.00 | |



Employer/Group: ORANGE: TOWN AND BOARD OF EDUCATION

Firm Division: 001178114 - ORANGE BOE TEACHERS

CENTURY PREFERRED, \$35.00/\$45.00

| EMERGENCY CARE EMERGENCY CARE | In Network Member Pays: | Out-of-Network Member Pays: |
|--|----------------------------|--------------------------------|
| Walk-in centers | \$45.00 | Deductible & Coinsurance |
| Urgent care <i>(at participating centers only)</i> | \$75.00 | Deductible & Coinsurance |
| Emergency care <i>(copayment waived if admitted)</i> | \$150.00 | \$150.00 |
| Ambulance | No Copayment | No Copayment |

OTHER HEALTH CARE

| | | |
|---|----------------------|--------------------------------------|
| Physical, Occupational, Speech and Chiropractic Therapies <i>(50 - Per Member Per Calendar Year)</i> | No Copayment | Deductible & Coinsurance |
| Durable Medical Equipment and Prosthetics <i>(Unlimited maximum per calendar year)</i> | No Copayment | Deductible & Coinsurance |
| Infertility Services <i>(Prior authorization may be required - Some restrictions may apply)</i> | Applicable Copayment | Deductible & Coinsurance |
| Home Health Care | OV Copayment | \$50.00 Deductible & 20% Coinsurance |



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CENTURY PREFERRED, \$35.00/45.00

*** PREVENTIVE CARE SCHEDULES**

Mammography: (additional exams when medically necessary)

AGE 35-39, 1 BASELINE EXAM;
AGE 40 AND OVER, 1 EVERY YEAR

Vision Exams: ONCE EVERY 2 YEARS
Hearing Exams: ONCE EVERY 2 YEARS
OB/GYN Exams: DOES NOT APPLY

Note To Benefit Descriptions:

- In situations where the member is responsible for obtaining the necessary prior authorizations and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

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.

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Employer/Group: ORANGE: TOWN AND BOARD OF EDUCATION

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CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM

\$10 Copayment Generic Drugs

\$30 Copayment Listed Brand-Name Drugs

\$45 Non-Listed Brand-Name Drugs

\$2000 Annual Maximum

| Description of Benefits | | You Pay: |
|--------------------------------------|---|-------------------|
| Tier 1 : Generic Drugs | The term generic refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies. | \$10 |
| Tier 2 : Listed Brand-Name Drugs | The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies. | \$30 |
| Tier 3 : Non-Listed Brand-Name Drugs | The term non-listed brand-name refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies. | \$45 |
| | | <i>Plan Pays:</i> |
| Annual Maximum | Per member per calendar year | \$2000 |

How to use the 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You will still have coverage for non-listed brand-name drugs, but at a higher cost share. Talk to your provider about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You will be responsible for two copayments when purchasing a 31-day to 90 day supply of maintenance drugs through the mail order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When a generic drug is available and you request the equivalent brand-name drug, you will be responsible for the applicable copayment *plus* the difference in cost between the generic and brand-name drug.
- If your physician determines that the brand equivalent is medically necessary and indicates on the prescription 'Dispense as written', you will only be responsible for the applicable copay.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a second level of quality and safety checks. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

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Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a 90-day supply of these medications and have them delivered directly to their home.

The \$10 generic/\$30 listed brand-name/\$45 non-listed brand-name copayment and \$2000 annual maximum apply. When ordering a 31-day to 90 day supply, two copayments will apply, as follows: \$20 generic/\$60 listed brand-name/\$90 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214, or go to www.anthemprescription.com, to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution - Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

It is only a general description of the \$10 generic/\$30 listed brand-name/\$45 non-listed brand-name 3-Tier Managed Prescription Drug Program with a \$2000 annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

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FULL DENTAL,AC

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)

* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member 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 over 1,800 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 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 Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

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 Master Group Policy or 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 Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations



Lumenos HSA Plan Summary

The LumenosSM 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 2015, contributions can be made to your HSA up to the following:
\$3,500 individual coverage
\$7,000 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.

Earn Rewards

If you do this:

- Future Months for participation and completion.
- Healthy Lifestyles online participation.
- Condition Care participation and completion.

You can earn:

Up to \$200
Up to \$150
Up to \$300

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

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.

Bridge

Your Bridge responsibility will vary.

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

Health Account + Bridge = Deductible

Annual Deductible Responsibility

In Network and Out of Network Providers
\$2,000 individual coverage
\$4,000 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

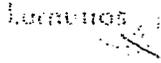
| | |
|------------------------------|------------------------------|
| In-Network Providers | Out-of-Network Providers |
| \$ 3,000 individual coverage | \$ 5,000 individual coverage |
| \$ 6,000 family coverage | \$10,000 family coverage |

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

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

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Lumenos HSA Plan Summary

Healthy Rewards Program

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

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 milestones. Your employees 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.

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 16, 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.

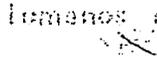
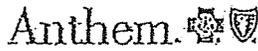
Screening Tests for vision, hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

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.

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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.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 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.

*For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

- \$10 Tier 1 copayment
- \$25 Tier 2 copayment
- \$40 Tier 3 copayment

Mail Order (90 day supply)

- \$10 Tier 1 copayment
- \$50 Tier 2 copayment
- \$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

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.

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

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