PROFESSIONAL AGREEMENT

BETWEEN THE SOMERS BOARD OF EDUCATION

and

SOMERS EDUCATIONAL SUPPORT ASSOCIATION

July 1, 2021 - June 30, 2024

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THIS AGREEMENT is made and entered into on this 10th day of May, 202, by and between the BOARD OF EDUCATION of Somers, Connecticut (hereinafter referred to as the "Board" or the "Employer", and the SOMERS EDUCATIONAL SUPPORT ASSOCIATION (hereinafter referred to as the "SESA"), and shall remain in full force and effect through June 30, 2024.

The purpose of this Agreement is to set forth the wages, hours, and conditions of employment governing the SESA employees. The Board and the SESA agree as follows:

<u>ARTICLE I - RECOGNITION</u>

The Board recognizes the SESA as the sole representative of the bargaining unit in accordance with the Connecticut State Board of Labor Relations Certification dated May 11, 1979, and the subsequent Consent Election held February 29, 1980 representing all Employees of the Employer who are employed in the role of "administrative assistant" and/or "paraeducator" who work twenty (20) or more hours per week for the Employer with the exception of individuals who are Excluded Employees. The Board agrees that all mandatory matters with regard to wages, hours and conditions of employment of Employees may be addressed through the collective bargaining process.

The term "Employee" as used throughout this Agreement shall refer exclusively to employees who are members of the above-described bargaining unit. Excluded Employees shall include four (4) positions: the Administrative Assistant to the Superintendent of Schools, the Payroll/Benefits Specialist, the Coordinator of Technology Services, and the Technology Specialist positions.

The term "Board" as used throughout this Agreement shall be understood to include the Somers Board of Education or at those times when in the Board's sole discretion it chooses to delegate its authority to the Superintendent of Schools.

The term "Superintendent" as used throughout this Agreement shall be understood to include the Superintendent of Schools or his/her designated representative.

ARTICLE II - PREPARATION OF CONTRACT

The Board shall be responsible for the typing and reproduction of the final draft of this Agreement with copies for Somers Board members, SESA members, all administrators, and file copies. Distribution normally by the close of school, but no later than July 1, following negotiations.

Officer representatives and/or the chief negotiator of the SESA shall be responsible to call a meeting of its members for the purpose of explaining this Agreement and its benefits after distribution of the final copy.

ARTICLE III - RIGHTS AND RESPONSIBILITIES OF THE BOARD

It is recognized that the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the Somers Public Schools in all its aspects including, but not limited to the acquisition, control, and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Somers Public Schools.

These rights, responsibilities, and prerogatives in whole or in part, shall not be exercised in a manner inconsistent with, or in violation of, any of the specific items contained within. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions set forth in this Agreement.

ARTICLE IV - NO STRIKE

There shall be no action of any kind taken against any SESA member by reason of membership in the Association or participation in its activities, other than specified below.

All Employees in this bargaining unit shall not hinder the Board's operation by strike or work stoppage.

ARTICLE V - EMPLOYEE PROTECTION

The parties acknowledge there is a statutory indemnity obligation of the Board regarding Employees as provided for in Sections 10-235 and 10-236-a of the Connecticut Statutes, as amended. No Employee shall be required to:

- 1. make a decision as to the seriousness of the illness or injury of a student;
- 2. determine the disposition of an ill or injured student; or
- 3. administer medication.

Members of the SESA shall report immediately, in writing, all cases of assault suffered by them in connection with their employment to their building administrator.

The Board recognizes that where a paraeducator or administrative assistant position becomes available, whether locally or federally funded, the position is part of this bargaining unit and subject to this Agreement.

ARTICLE VI - PROCEDURE FOR PLACEMENT

A. Notice of Vacancies and/or new positions shall be posted on all school bulletin boards for five (5) working days prior to interviewing for the vacancy and/or new position. Any person interested in the position must apply, in writing, to the Superintendent's office within the five (5) working day posting period, referenced above. Appointments to positions shall be in accordance with provisions herein.

If an opening occurs during the summer break, notice of the vacancy and/or new position shall be mailed to the President of the SESA. If an employee is interested in a position which opens during the summer break, he/she must apply, in writing, to the Superintendent's office within seven (7) work days from the day the posting was mailed.

- B. <u>Selection</u>: The Board or its designee shall be responsible for the selection, employment, assignment, transfer, and dismissal of all persons. It is expected that school principals and/or unit supervisors will aid in the selection of applicants for positions within their schools or units. All positions shall be filled no later than five calendar weeks from the closing of the posting period, unless budget or organizational circumstances necessitate otherwise.
- C. <u>Placement</u>: At the time of the appointment, the new Employee shall be placed on the appropriate step of the salary schedule, receiving no less than the minimum wage listed for his/her job classification and no more than that received by other Employees in the same classification with comparable experience and qualifications.

Applications shall be selected on the basis of training, experience, references, and interview. This will not limit the Board in employing personnel who are not presently in the employ of the Board.

When filling any vacancy, the first consideration shall be the ability of the applicant. When there are current Employees seeking to fill the vacancy, consideration shall first be given to the best-qualified employee, as determined by the Board. In the event equally qualified candidates apply to fill the vacancy, consideration shall be given to the employee with the most years of service with the Board. No transfer shall take place, or be recommended, unless the Superintendent deems such transfer to be in the best interest of the Somers Public Schools. Decisions regarding transfers are not subject to grievance procedures.

ARTICLE VII - PROBATIONARY PERIOD

There shall be a probationary period of ninety (90) work days for new appointees. Once the probationary period has been successfully completed, seniority and leave benefits provided in this Agreement shall be retroactive to the commencement of employment and all benefits are open to such Employees. All probationary Employees shall have no seniority rights during their probationary period and may be disciplined or discharged without recourse to the grievance procedure.

Upon successful completion of the probationary period, the Employee may be placed on a permanent rate of hire in accordance with Article VII, Paragraph C, as per the following:

- 1. if service is of an exemplary quality, the individual will be placed on retention, or
- 2. if service is not exemplary, non-retention will result.

ARTICLE VIII - CLASSIFICATIONS

A. Temporary Reclassification:

When an Employee is required to assume a specific higher position for more than five (5) consecutive working days, said Employee shall receive the rate of the higher position, retroactive to the initial assignment and for the duration of the assignment.

When an paraeducator is qualified to substitute teach according to Connecticut state guidelines, said paraeducator may apply to substitute teach in the Somers school system and may be assigned as a substitute teacher in his/her assigned area when it is deemed appropriate by the building principal.

B. Permanent Reclassification:

Any Employee who believes that he/she should be reclassified shall submit such claim to the Superintendent or his/her designee in writing, setting forth cause, reason and recommendation. Simultaneous notification shall be made to the SESA. The Superintendent will have five (5) working days to reach a decision. If no decision is reached, this will then become a grievable item.

ARTICLE IX - SALARY SCHEDULE

- A. 2021-2022: Effective July 1, 2021, all bargaining unit wage rates will be increased by 3% (See Appendix A.)
- B. 2022-2023: Effective July 1, 2022, all bargaining unit wage rates will be increased by 3% (See Appendix B.)
- C. 2023-2024: Effective July 1, 2023, all bargaining unit wage rates will be increased by 3% (See Appendix C.)
- D. <u>Longevity Stipend</u>: A longevity service increment shall be given to any member at any point on the salary schedule provided total service with the Board meets the required number of years based on the following schedule:

10 - 15 years	\$ \$500.00
16 - 20 years	\$ \$600.00
Over 20 years	\$ \$800.00

Longevity payments will be paid in one lump sum on the pay period following the anniversary date of the Employee. This stipend is to be considered as a separate commitment on the part of the Board in recognition of dedicated service and is not to become part of the base salary. Employees hired after June 30, 2012 will not be eligible to receive a longevity stipend.

ARTICLE X - HOURS OF WORK/OVERTIME

The work year for employees who work less than a full year and do not qualify for vacation benefits (ten-month employees) shall be determined annually by the administration. The ten-month employee work year will include all days in which school is in session plus additional days as required to complete the duties of the position.

A. Weekly:

Hours of work shall be determined by the Board consistent with operational requirements and the interests of education in the Town. The normal workweek shall be from Monday to Friday during periods when school is in session, plus such additional days or hours as, in the Board's discretion, shall be necessary. However, this shall, under no circumstances, be construed as a guarantee or promise of any schedule of hours or minimum workweek.

Members of this bargaining unit shall receive notification of their assignment for the following school year by the end of the school year except that those assignments are subject to change due to PPTs, budget constraints, reduction in force, and other issues dependent upon student needs.

B. <u>Daily</u>: Specific starting and ending times will be consistent with the hours that school is in session in the various buildings. Normal working hours are prescribed as follows:

Twelve-month Employees = 8 hours per day, which will allow for a one-half hour paid lunch break.

Ten-month Employees - 6 to 8 hours per day, which will allow for a one-half hour paid lunch break.

Members of the bargaining unit receive a one-half hour paid lunch break for scheduled work days of six (6) hours or more. Personnel are free to leave the school during their lunch period, unless an emergency should require their presence. A schedule of "lunch breaks" shall be determined by the building principal. In instances where a longer lunch period is requested and granted with prior approval, hours of work will be lengthened proportionately.

C. Overtime: For all hours worked in excess of forty (40) hours in such payroll workweek, an Employee shall be compensated at the rate of time and one-half (1 1/2) the normal hourly rate of pay for Employee's position. Saturday, Sunday, and holidays shall be paid at double time (2) rates.

D. Beginning with 2018-19, one additional day will be added to the work year of paraeducators.

ARTICLE XI - EMERGENCY/EARLY DISMISSAL

Depending upon the severity of the weather conditions, the responsibility of deciding whether or not to open offices will be established by the Superintendent or his designee. On a day when school is closed because of weather conditions, twelve-month Employees will report to work unless otherwise notified by the Superintendent or his/her designee.

When an emergency closing of schools (snowstorm, etc.) occurs, SESA personnel shall be allowed to leave no earlier than one-half (1/2) hour after student dismissal and only if their presence is not needed in the buildings and if approved in advance by their supervisor.

On days when student early dismissal is prescheduled, paraeducators may be permitted to leave work one-half (1/2) hour after the students leave, provided that no workshops or other assignments are required. If paraeducators leave early on such days, they will be paid only for hours worked. In any early dismissal week where paraeducators are permitted to leave work early as provided above and thus work less than thirty (30) hours that week, they will not lose their benefits due to the sub-30 hour week.

ARTICLE XII - FRINGE BENEFITS

Fringe benefits shall not accrue to anyone working less than thirty (30) hours per week except as noted in Sick Leave and Holidays.

- A. <u>Insurance</u>: Benefits will accrue to eligible Employees in this bargaining unit upon successful completion of an initial ninety (90) days of service.
 - 1. The Board will provide the following coverages at no cost to the Employee:
 - a. Life Insurance

The Board shall provide for Employees one hundred percent (100%) of the cost of life insurance, \$50,000 face value for each employee.

b. Long-Term Disability

One hundred percent (100%) of the cost of <u>Disability Insurance</u> (LTD) at a monthly benefit of 60% of salary, up to a maximum of \$3,000. The Board may choose the same carrier for LTD and Life Insurance as long as the benefits remain substantially equivalent.

2. Medical & Dental Insurances:

Effective July 1, 2021 the following provisions shall apply to all bargaining unit members and shall replace or supplement the provisions previously set.

- a. The \$2,250/\$4,500 HDHP/HSA Plan set forth in Attachment 1. Prescription copay after the deductible is met: \$5/\$25/\$40

 The Board will contribute 50% each year toward the deductible.
- b. <u>Dental</u>: No change (see sample certificate in Central Office for coverage details).
- c. <u>Premium Share (Medical/Dental)</u>:

<u>2021-2022</u>	2022-2023	2023-2024
19%	19%	19%

- 3. <u>Voluntary Waiver</u>: The Board will pay a total of \$1,000 per year for each year of this agreement to each SESA member who voluntarily waives the Board provided health insurance coverage.
- 4. Change in Insurance Carriers: The Board reserves the right to change insurance carriers for any of the above coverages or to self insure in whole or in part, provided that coverage and services remain substantially equivalent under the plans as viewed as a whole. Prior to any such change, the S.E.S.A. shall be notified in writing at least thirty (30) days in advance of any proposed change and be given a full opportunity to review the proposed change for purposes of satisfying itself that the change will provide substantially equivalent coverage and services as defined above.

However, should the S.E.S.A. not agree that such will be the case under the proposed change, it must notify the Board in writing within said thirty (30) day period in which case the parties agree to submit the question of whether the proposed changes are substantially equivalent in terms of coverage and services as defined above to an arbitrator with insurance experience under the arbitration procedures of the American Arbitration Association. Except for the expedited arbitration aspect, such arbitration shall be conducted pursuant to the arbitration provisions of the grievance procedure in this contract. No change shall be made by the Board until the arbitrator has ruled.

5. Subrogation Rights

The Board will have full subrogation rights in any case where Employees receive court judgments or settlements for lost wages or medical benefits received by Employees covering any period during which the Employees have continued salary payment or have been reimbursed for medical expenses from the Board during a period of absence. If the Employer exercises its subrogation rights and recovers monies covering absences for which accumulated sick leave was utilized, no sick leave shall be deducted from an Employee's credit for such periods.

6. Insurance After Retirement:

a. The Employer agrees to allow SESA members who retire on or after July 1, 2007 who have attained fifteen (15) or more years of service in the Somers Public

7. In addition, the Board of Education shall offer a full flexible benefits plan Section 125 pre-tax premium conversion account to all employees for the purpose of allowing employees to meet their insurance premium share contribution and to cover allowable (under Section 125 of the IRS regulations) medical expenses and dependent care. Board expenses will be capped at \$3,000 setup and \$6.50 per month/member.

B. Holidays:

The specific nonworking days for members of the SESA who do not normally work 1. during school vacations shall be determined and distributed immediately after the establishment of the school calendar. The following paid holidays shall be granted to twelve (12) month full-time employees:

> New Year's Day Martin Luther King Day President's Day Good Friday Memorial Day Independence Day

Labor Day

Columbus Day

Veteran's Day Thanksgiving Day

Thanksgiving Recess (day following

Thanksgiving) Christmas Day

Christmas Recess (day following

Christmas)

If school is open on any of the above mentioned holidays the Board of Education will designate a substitute holiday within the same year, and that previous holiday will be a normal work day.

- The above paid holidays shall be granted to ten (10) month Employees except those 2. holidays which occur immediately before/after their work year (i.e., Labor Day, Independence Day). If, however, the determined working schedule has been adjusted at the Employee's request and, therefore, includes a holiday, that holiday shall not be considered a paid holiday. Employees working a regular five-days-per-weekschedule when scheduled week totals less than 30 working hours are entitled to the above paid holidays with the exception of those holidays which do not occur during their scheduled work week.
- In order for an Employee to be eligible for holiday pay, he/she must have worked the full scheduled work day immediately before and after the holiday, unless his/her absence on either of such days was for valid paid sick leave or excused, in writing, by the Superintendent, or unless the Employee was on scheduled vacation leave.

C. <u>Vacations</u>:

Employees on a twelve (12) month schedule will be entitled to paid vacations granted for previous year worked:

6 Months-1 Year - one (1) week
Years 1-4 - two (2) weeks
Years 5-10 - three (3) weeks
After 10+ Years - four (4) weeks

If a holiday occurs while an Employee is on vacation, said Employee shall receive an additional day off with pay at a time mutually agreed upon. Vacations should be taken when school is not in session unless the office/job work requirements are such that the immediate supervisor gives approval to do otherwise. In all cases prior notice and approval by Central Office are required before scheduling. Earned vacation days must be taken within fourteen (14) months of the fiscal year earned.

D. Sick Days:

- 1. Twelve (12) month SESA employees are entitled to eighteen (18) annual sick days. All other SESA employees are entitled to fifteen (15) annual sick days.
- 2. Employees working a regular five-days-per-week-schedule when scheduled week totals less than 30 working hours are entitled to sick leave with full pay of five (5) annual sick days.
- 3. Sick days for the first year of employment shall be earned pro rata for the days worked.
- 4. If an Employee has been absent for more than five (5) continuous days or has a consistent record of absenteeism, that Employee shall, if requested by the Superintendent, provide a certificate from a physician confirming the sickness or the ability of the Employee to return to work and perform his/her duties. If further requested by the Superintendent, the Employee shall provide a certificate from a physician, appointed by and subsidized by the Board, confirming the sickness or the ability, or inability, of the Employee to return to work on a consistent basis.
- 5. Unused sick leave shall be accumulated to 160 days from year to year, so long as the Employee remains continuously in the service of the Board.
- 6. Each Employee shall be entitled to use five (5) days of annual sick leave to attend to serious illness in the immediate family consisting of spouse, child, parent, or relative domiciled in the Employee's house. With the approval of the Superintendent (not a designee) such leave may be used to attend to a serious illness for a sibling not domiciled in the Employee's home.

- 7. The Board reserves the right to extend sick leave to any member under extenuating circumstances. Request for such additional sick leave shall be submitted in writing to the Superintendent.
- E. Personal Days: With the understanding that requests for personal days will be filed by the principal's office with the Superintendent two (2) business days in advance, a total of three (3) days without salary deduction may be allowed, but will not accumulate from year to year, for SESA members to conduct personal business that cannot be transacted outside of regular school hours. No days without deduction shall normally be granted immediately prior to or following a school holiday or vacation. In case of emergency, the forty-eight (48) hour time limit may be waived. Other days without salary deduction, in cases of emergency or hardship, may be granted at the discretion of the Superintendent.
- F. <u>Professional Days</u>: Each Employee may be permitted attendance at recognized educational meetings. The arrangements for such meetings must be made in advance and completed plans approved by the supervisor and Superintendent. The Board may pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by members who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the supervisor and Superintendent for particular purposes of special benefit to the school system and/or the individual participating.

When it is necessary for officer representatives and/or the chief negotiator to engage in SESA duties such as mediation, arbitration, counsel, etc., these representatives will be given the necessary time, without loss of pay, sick leave or personal days to attend to such duties with the advance approval of the Superintendent.

G. <u>Travel Reimbursement</u>: Mileage reimbursement for travel, including conferences and job responsibilities, shall reflect the IRS value allowance as of July 1 of the current contract year.

H. Bereavement:

- 1. All Employees shall be entitled to five (5) bereavement days per year for a death in the Employee's immediate family. Immediate family shall be defined as the Employee's spouse, parent, child, sibling, grandparent, stepparent, life partner or spouse's parents, siblings, grandparents, or stepparents. Furthermore, one (1) of the above days may be used for bereavement of any other relative or friend.
- 2. In case of the death of a relative not included in the above listing, no deduction from salary shall be made for absence to attend the funeral for a period not to exceed one (1) day; provided, however, that notice of such intended absence be given to the Superintendent. One (1) day per year may be utilized for the death of a close friend.
- I. Jury Duty: Leave may be granted as provided by law.
- J. <u>Pension</u>: The full text of the pension plan for the noncertified organized employees appears in a separate document. This benefit is only offered to employees hired before 7/1/18.

Effective 7/1/18, the employee's contribution will increase to 4%. Current employees opting not to participate in the pension plan, and new hires not offered the pension plan, shall receive an annual payment of \$500, and be permitted to participate in the Board's 403b plan.

K. Personal Injury Benefit:

Whenever an employee is absent from school upon the employee's physician's advice as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, he/she shall be paid full salary for period of such days. Days absent will not be deducted from sick days. If further requested by the Superintendent, the employee shall provide a certificate from a physician, appointed and subsidized by the Board, confirming the sickness or the ability or inability of the employee to return to work.

The Board and the Association recognize the existence of Connecticut General Statutes Section 10-236 and 10-236a.

L. <u>Court Matter</u>: Whenever an employee receives a subpoena and will miss school due to a court matter relating to a Somers Public School student, he/she shall be paid his/her full salary for such days. Days absent will not be deducted from personal or sick days.

ARTICLE XIII - PAYROLL

A. <u>Payroll Deductions</u>: In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be made in writing on approved authorization forms. The list of approved deductions is as follows:

Insurance coverages as provided Pension Plan Credit Union Membership & Agency Fees 403b Plans

The Board shall deduct appropriate dues or assessments, as set by the SESA, from the salaries of its members who submit a signed authorization form; unless a member notifies the SESA and the Board in writing of the withdrawal of such authorization form or unless a member of the SESA is transferred to a non-bargaining unit position. The Board also agrees to make this deduction from each paycheck and to transmit the monies promptly to the Treasurer of the SESA.

B. All Employees will be required to have direct deposit of their paycheck and will be required to receive their deposit advice electronically.

The SESA agrees to indemnify and hold the Board harmless against any or all claims, demands, suits or other forms of liability, including reasonable attorneys' fees, that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE XIV - LEAVES OF ABSENCE

- A. Leave Without Pay: Upon the recommendation of the Superintendent, a leave of absence for a period not to exceed one (1) year, without pay, with position held may be granted by the Board, providing that position has not been eliminated. Application for such leave must be made in writing stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board. It is expected that, as far as possible, leaves will be so arranged as to begin or end at the close of a school year. Insurance benefits may be continued during leave of absence with the full premium cost paid by the Employee.
- B. <u>Maternity/Child-Rearing Leave</u>: Any noncertified Employee in this bargaining unit may apply for a pregnancy and childbearing leave as provided by law.
 - Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. The term "temporary disability" shall be interpreted as being within the meaning of the term "sick".
 - 2. Accumulated sick leave shall be available for use during periods of such disability, as defined as follows: normal leave time following delivery (post partum) shall, for the purposes of this Agreement, be thirty (30) calendar days. Said Employee shall communicate in writing prior to the expiration of said thirty (30) days to the Superintendent clarifying the anticipated date of return. Disability leave beyond the above, may be available (covered by any accumulated sick leave) for such reasonable further period of time as a female Employee is determined to be disabled from performing the duties of her job by her physician, because of pregnancy or conditions attendant thereto. Details of such possible extension must be in writing with Superintendent's approval.
 - 3. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation. Any Employee on pregnancy and childbirth leave, who proposes to return at the beginning of a school year following such leave, shall make written request for reinstatement to the Board, through the Superintendent, not later than five (5) working days prior to March 1st of said year.
 - 4. Maternity leave taken in connection with pregnancy and child birth shall be credited to Family & Medical Leave to which the employee is entitled under the law.
 - 5. Any Employee of this bargaining unit may request the option of up to one-and-one-half (1 1/2) years child-rearing leave, without pay, with position held providing that position has not been eliminated, following the birth of a child, provided such leave shall cease on either September 1 of the subsequent school year, or September 1 of the next calendar year. Apart from previously mentioned disability leave regulations as stated above, notification in writing must be given to the Superintendent's office

- five (5) working days prior to March 1st if said Employee on extended leave without pay plans to return in the next school year.
- 6. In cases of requested leave for child-rearing only, prior notification of eligibility shall be made in writing to the Board, through the Superintendent, not later than five (5) months prior to the anticipated date of leave. The cost of insurance and other Employee fringe benefits shall be paid in full by the Employee.

ARTICLE XV - EMPLOYEE REVIEW PROCESS

- A. All new Employees will be evaluated at least once before their ninety (90) day probationary period expires, as noted in Article VIII. The results of the evaluation will determine implementation of Article VIII.
- B. All new Employees will be evaluated at least one (1) additional time during the work year after their probationary period has expired. The evaluation will be conducted prior to June 1st of the current school year. If June 1st and the probationary period conflict, then the additional evaluation will occur thirty (30) days after the end of the probationary period.
- C. All Employees in the S.E.S.A. bargaining unit will be evaluated on an annual basis using the S.E.S.A. Employee Review Document (Appendices D-F). The evaluation will be conducted prior to June 1st of the current school year.
- D. a. Any Employee who receives an unsatisfactory recommendation will remain on this level for no longer than sixty (60) days. During the unsatisfactory rating period the Employee will be evaluated at least two (2) times during the sixty (60) day timeline. The two evaluations should be at least thirty (30) days apart unless circumstances warrant more immediate steps. The supervisor will confer with a representative of the SESA and Superintendent before the second evaluation if the timeline needs to be altered.
 - b. During the unsatisfactory rating status the Employee will be provided specific reasons for the unsatisfactory recommendation(s). The supervisor will develop a list of procedures, criteria, or competencies needed to reach a satisfactory recommendation.
 - c. If the employee does not achieve a satisfactory recommendation during this unsatisfactory rating period, the Employee will be dismissed.

ARTICLE XVI - MISCELLANEOUS

Employees desiring to review their official personnel folder will be permitted to do so by making an appointment through their immediate supervisor with the Central Office. The Employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the aforementioned folders. All Employees must receive a copy of material being entered into their personnel folder except references from previous employers.

ARTICLE XVII - SENIORITY/PROMOTIONS/TRANSFERS

It is the policy of the Board to employ and retain the best-qualified personnel on the basis of their merit and effectiveness without discrimination as to their residence.

- A. <u>Seniority</u>: Seniority shall be used in the determination of layoffs. Seniority is hereby defined as the Employee's total length of continuous, unbroken years of service dating from the most recent date of hire on the letter of intent from the Superintendent as a new employee of the Board. Seniority shall be considered broken for resignation, involuntary termination, retirement, layoff of more than one (1) year, unauthorized leave of absence and failure to return from layoff provided adequate notice of recall is given. No differentiation shall be made between Media Paraeducators and Instructional Paraeducators for the sake of layoffs. Layoffs shall be based upon years of service only.
- B. <u>Layoffs</u>: In the event of layoffs, the retention of candidates most suitable for the work to be performed is to be desired. When an Employee is scheduled to be laid off, he/she shall be entitled to replace any less senior Employee in the same classification provided he/she has the qualifications to do the job in a satisfactory manner. Any Employee on layoff shall have recall rights for up to one (1) year and shall, in order of seniority, be given first opportunity for employment in the same classification for that year which Employee occupied at the time of layoff.
- C. <u>Transfers</u>: Transfers shall be determined by the needs of the school system, the required qualifications, satisfactory past performance and an interview with the perspective supervisor. Employees may apply for transfers when a job opening is announced or by indicating their request by letter at any time.

ARTICLE XVIII - RESIGNATIONS

Written notice of resignation should be filed with the Superintendent at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for such action. An Employee who resigns in good standing shall be entitled to pay up to, and including, the last day of work. In addition, the Employee shall be paid for any earned vacation time which has not been taken by the date of termination.

Any Employee of this bargaining unit who leaves the employ of the Board in good standing and who returns to the service of the Board within six (6) months of such separation shall, upon return, be credited with all past seniority accumulated prior to the separation date.

ARTICLE XIX - TERMINATION

A. Unauthorized absences, incompetence, conduct unbecoming an Employee in public services or other acts which may be considered as adverse to the best interest of the school system shall be considered sufficient reason for dismissal. No Employee who has satisfactorily completed his/her probationary period shall be discharged except for just cause.

- B. When termination is being considered for unauthorized absence, incompetence, conduct unbecoming an Employee or other act, a warning should first be given to the Employee by the supervisor and followed up by a written statement to the Employee stating the warning and a reasonable period of time to allow for correction and a copy to the Superintendent or agent.
- C. Insubordination or any other more immediate flagrant act may result in automatic suspension, with pay until there has been an opportunity for a hearing.
- D. Notice to dismiss shall be in the form of a written statement from the Superintendent or his agent upon recommendation from the immediate supervisor.
- E. Employees who feel they were discharged in violation of this Article have recourse to use the Grievance procedure.

ARTICLE XX - GRIEVANCES

It is the desire of all parties to maintain close positive and continuous contacts for the smooth running of the Somers schools. It is understood that from time to time, situations may arise which require careful explanations and discussions. It is mutually agreed that informal resolution in such cases will be the first approach to be attempted. In those cases where an informal resolution seems improbable the following process should be invoked.

For the purposes of this Agreement, a grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this Agreement to an individual Employee or group of Employees. A working day is hereby defined as Monday through Friday, excluding holidays, but including vacation days.

A standard grievance form incorporated in this Agreement shall be provided for the convenience of the Employees, and may be obtained through the SESA. Such a form shall provide for a written statement and must set forth the specific section(s) alleged to have been misinterpreted or misapplied.

The purpose of the grievance shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time. Nothing herein contained shall be construed as limiting the right of any SESA member having a problem to discuss the matter informally with a member of the administration or with any member of the SESA. Any SESA member shall have the right, at any time, to present any grievance to such persons and through such channels as are designated for that purpose in this Article.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. A grievance shall be considered waived if the Employee does not file the grievance in writing within seven (7) days on the job following the date the Employee knew of the event or occurrence giving rise to the grievance.

The procedure is as follows:

<u>Level 1</u>: SESA Employees who feel that they may have a grievance shall first discuss the problem informally with the appropriate building administrator and SESA President in an effort to resolve the problem.

Level 2: Following Level 1, if an Employee feels that there is still a base for grievance, the Employee shall submit the grievance, in writing, on the official grievance form, to the Employee's principal or immediate administrative supervisor. The principal or supervisor shall render a decision within five (5) working days, and the reasons therefor, in writing, to the aggrieved party, with a copy to the SESA President.

Level 3: In the event that the aggrieved party is not satisfied with the disposition of the grievance at Level 2, or in the event that no decision has been rendered within five (5) working days after presentation of the grievance, the aggrieved party shall submit the grievance, in writing, on the official grievance form, within five (5) working days after the decision at Level 2 to the President of the SESA. Immediately upon receipt of the written grievance, the President of the SESA shall refer such grievance to the Superintendent. The Superintendent shall represent the administration at this level of the grievance procedure. Within five (5) working days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved party in an effort to resolve the problem. The aggrieved party may be accompanied by a representative of the SESA.

Level 4: In the event that the aggrieved party is not satisfied with the disposition of the grievance at Level 3, or in the event that no decision has been rendered within seven (7) working days from the first meeting with the Superintendent, the aggrieved party shall submit the grievance again, in writing, on the official grievance form, within five (5) working days after the Superintendent's decision at Level 3 to the President of the SESA for presentation to the Board. The SESA President shall refer the grievance to the Board at its next regularly scheduled meeting, but, prior to this, the aggrieved party shall meet with the SESA President for the purpose of joint review. The Board, or its designated committee of Board members, shall meet with the aggrieved party within thirty (30) calendar days after receiving the written grievance, or the next regularly scheduled Board meeting, whichever is sooner. A decision shall be rendered by the Board in writing within five (5) working days of the conclusion of such meeting.

Level 5: In the event that the aggrieved party is not satisfied with the disposition of the grievance at Level 4, or in the event that no decision has been rendered within five (5) working days after the meeting described in Level 4, the grievant may appeal to the American Arbitration Association. The cost of such arbitration shall be shared and the decision of the arbitrator shall be made in accordance with the Voluntary Rules of the American Arbitration Association and shall be binding.

ARTICLE XXI - SAVINGS CLAUSE

If any provision is, or shall at any time, be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision is, or shall at any time, be contrary to law, all other provisions shall continue in effect.

Should any portion of this Agreement need revision by mutual agreement, notification of pending revision shall be given all Employees at least two (2) weeks before tentative action to allow employee input. These terms are in full settlement of the negotiations and the contract for its term.

ARTICLE XXII - TOILETING

Any paraeducator (K-5) who is required to assist in the toileting of a student as part of her/his primary job responsibility for the year, as reflected in one or more IEP's, shall receive a stipend of \$500 a year. Any paraeducator in any PreK program who is required to assist in the toileting of a student as part of her/his primary job responsibility for the year, regardless of an IEP, shall receive a stipend of \$500 a year.

ARTICLE XXIII - DURATION

This Agreement shall be effective July 1, 2021 and shall remain in full force and effect through June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this ______day of April, 2021.

SOMERS BOARD OF EDUCATION

SOMERS EDUCATIONAL SUPPORT ASSOCIATION

Dated: 5/1

Witness

Dated:

Witness

APPENDIX A EFFECTIVE JULY 1, 2021

Classification	_Level	
12 Month Administrative Assistants & Systemwide Technology		
Media Paraeducator	0-3	\$22.63
	4-5	\$23.56
	6-9	\$25.79
	10-14	\$27. 16
	15+	\$27.55
Administrative Assistants (less than 12 months) &		
Central Office	0-3	enn nn
Central Office		\$22.22
	4-5	\$22.87
	6-9	\$23.56
	10-14	\$24.90
	15+	\$25.28
Paraeducators (Instructional)	0-3	\$20.96
i and addition (montational)	4-5	\$20.90 \$21.64
	6-9	\$22.28
	10-14	\$23.62
		•
	15+	\$24.00
Paraeducators (Media)	0-3	\$20.96
,	4-5	\$21.64
	6-9	\$22.28
	10-14	\$23.62
	15+	\$24.00

APPENDIX B EFFECTIVE JULY 1, 2022

Classification	Level	
12 Month Administrative Assistants & Systemwide Tec	chnology/	
Media Paraeducator	0-3	\$23.31
	4-5	\$24.27
	6-9	\$26.56
	10-14	\$27.97
	15+	\$28.38
Administrative Assistants (less than 12 months) &		
Central Office	0-3	\$22.89
	4-5	\$23.56
	6-9	\$24.27
	10-14	\$25.65
	15+	\$26.04
Paraeducators (Instructional)	0-3	\$21.59
	4-5	\$22.29
	6-9	\$22.95
	10-14	\$24.33
	15+	\$24.72
December 1981		45.4 0
Paraeducators (Media)	0-3	\$21.59
	4-5	\$22.29
	6-9	\$22.95
	10-14	\$24.33
	15+	\$24.72

APPENDIX C EFFECTIVE JULY 1, 2023

12 Month Administrative Assistants & Systemwide Technology/ Media Paraeducator 0-3 \$24.01 4-5 \$25.00 6-9 \$27.36 10-14 \$28.81 15+ \$29.23 Administrative Assistants (less than 12 months) & Central Office 0-3 \$23.58 4-5 \$24.27 6-9 \$25.00 10-14 \$26.42 15 1 \$26.82 Paraeducators (Instructional) 0-3 \$22.24 4-5 \$22.96 6-9 \$23.64 10-14 \$25.06 15+ \$25.46 Paraeducators (Media) 0-3 \$22.24 4-5 \$22.96 6-9 \$23.64 10-14 \$25.06 15+ \$25.46	Classification	Level	
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Paraeducators (Instructional) 0-3 4-5 \$22.24 4-5 6-9 \$23.64 10-14 \$25.06 15+ \$25.46 Paraeducators (Media) 0-3 \$22.24 4-5 \$25.46		6-9	\$25.00
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6-9 \$23.64	r aracuucawis (Media)		
15+ \$25.46			

APPENDIX D

ADMINISTRATIVE ASSISTANT ANNUAL REVIEW FORM

Name:		Date:		School:	
Curre	ent Assignment:				
Dire	ctions: Evaluator shall complete	this review form	and meet with th	he employee to di	scuss the content.
1.0	INTERPERSONAL SKILLS				
		Above Satisfactory	Satisfactory	Needs Improvement	Not Applicable
1.1	Interacts positively and effectively with students, parents, staff, and general public				
1.2	Communicates information courteously and accurately				
1.3	Accepts constructive suggestions and/or directions				
Comn	nents:		·		
				<u></u>	
2.0	JOB PERFORMANCE				
		Above Satisfactory	Satisfactory	Needs Improvement	Not Applicable
2.1	Performs office tasks and daily routines with minimal direction				
2.2	Meets deadlines for completion of tasks				
2.3	Follows policies and procedures of the school district				
2.4	Demonstrates effective oral and written communication skills				
2.5	Recognizes and implements priorities				
2.6	Accepts additional tasks as				
2.7	assigned by supervisor Takes advantage of training opportunities				
Comm	ents:				
3.0	WORK ETHIC				
		Above Satisfactory	Satisfactory	Needs Improvement	Not Applicable
3.1	Maintains a high level of confidentiality				
3.2	Exercises professional judgment and attitude				
3.3	Demonstrates initiative and creativity				
	1				<u> </u>

3.4	Exhibits appropriate attendance and punctuality			
3.5	Takes pride and displays a			, tool or
Comn	sense of neatness	<u> </u>		
				111 111 1111
4.0	ADDITIONAL COMMENTS			
¥.1	Evaluator's Comments:			1000
	750 = 500			
4.2	Employee's Comments:			
-				
5.0	ACTION PLAN TO ADDRESS	AREAS OF IMP	ROVEMENT (This is requi	ired if areas need
mpro	vement. This is a non-disciplinary	action plan.)		
5.1				
5.2	<u> </u>			
			 	
5.3				
				12.00
				Santahan -
				_
REC(OMMENDATION:	Satisfactory	Unsatisfactory	Dismissal
Par d	ovee Signature		Title	Date
cmol	OVER SIMURIULE		1	レるに

Evaluator Signature	Title	Date

The employee's signature does not necessarily mean agreement with the evaluation, but that it has been read and discussed with the evaluator.

APPENDIX E

PARAEDUCATOR ANNUAL REVIEW FORM

Name:		Date:		_ School:	
Currer	nt Assignment (i.e., Preschool, Re	esource Room):_			
Direct	tions: Evaluator shall complete t	his review form	and meet with th	e employee to dis	scuss the content.
1.0	RELATIONSHIPS WITH STUDE	ENTS			
		Above Satisfactory	Satisfactory	Needs Improvement	Not Applicable
1.1	Deals positively with students				
1.2	Displays patience with students				
1.3	Communicates effectively with students				
1.4	Supports the student's behavior intervention plan				
Comm	ents:				
	WOOD ASSESSMENT TO SEE THE SECOND SEC				
2.0	RELATIONSHIP WITH TEACH				
		Above		Needs	
		Satisfactory	Satisfactory	Improvement	Not Applicable
2.1	Follows teacher's oral and written directions				
2.2	Follows through on teacher's directions	,			
2.3	Asks for clarification when needed				
2.4	Reports pupil progress to teacher				
2.5	Has cooperative and congenial attitude				
_				•	
Comm	ents:				
3.0	RESPONSIBILITIES				
		Above Satisfactory	Satisfactory	Needs Improvement	Not Applicable
3.1	Prompt in getting to assigned	Bungaciory	Bungaciory	Improvement	170171ppnedoic
3.2	areas Demonstrates initiative				
3.3	Seeks to improve skills required	7.1	<u> </u>		
	for the job				
3.4	Works independently and completes work assigned				V
3.5	Maintains confidentiality				

Comm				
4.0		Notice of the second		
4.1				
4.2				
5.0 improv	ACTION PLAN TO a	ADDRESS AREAS OF IMP sciplinary action plan.)	ROVEMENT (This is required	l if areas need
5.1				
5.2	-			
5.3				
RECO	MMENDATION:	Satisfactory	Unsatisfactory	Dismissal
Employ	/ee Signature		Title	Date
Evalua(or Signature	 -	Title	Date

The employee's signature does not necessarily mean agreement with the evaluation, but that it has been read and discussed with the evaluator.

APPENDIX F

MEDIA PARAEDUCATOR ANNUAL REVIEW FORM

Name:		Date:		_ School:	
Curre	nt Assignment:				
Direc	tions: Evaluator shall complete t	his review form	and meet with th	e employee to dis	cuss the content.
1.0	INTERPERSONAL SKILLS				
		Above Satisfactory	Satisfactory	Needs Improvement	Not Applicable
1.1	Interacts positively and effectively with students and staff				
1.2	Communicates information courteously and accurately				
1.3	Accepts constructive suggestions and/or directions				
Comm	ents:				
2.0	JOB PERFORMANCE				
2.0	JOB PERFORMANCE	Above		Needs	
		Satisfactory	Satisfactory	Improvement	Not Applicable
2.1	Performs assigned tasks and daily routines with minimal direction				
2.2	Meets deadlines for completion of tasks				
2.3	Follows policies and procedures of the media center and computer labs				
2.4	Demonstrates knowledge of computer hardware peripherals and related software applications				
2.5	Recognizes and implements priorities				
2.6	Accepts additional tasks as assigned by supervisor				
2.7	Demonstrates ability to learn new skills including basic troubleshooting and solving problems				
2.8	Takes advantage of training opportunities				
Comn	nents:				
					····-·································
3.0	WORK ETHIC			1	
		Above Satisfactory	Satisfactory	Needs Improvement	Not Applicable

3.1	Maintains a high level of confidentiality	# the stress accommode to receive, gain person and		
3.2	Exercises professional judgment and attitude			
3.3	Demonstrates initiative and creativity			
3.4	Exhibits appropriate attendance and punctuality			
3.5	Takes pride in appearance and displays a sense of neatness			
Comm	ents:			
- 100 /				
4.0	ADDITIONAL COMMENTS			
4.1 	Evaluator's Comments:			
4.2	Employee's Comments:			
-				
5.0 improv 5.1	ACTION PLAN TO ADDRESS rement. This is a non-disciplinary	action plan.)		y areas need
5.2				
5.3				
RECO!	MMENDATION:	Satisfactory	Unsatisfactory	Dismissal
Employ	yee Signature		Title	Date
Evalua	tor Signature		Title	Date
The em discuss	ployee's signature does not neces ed with the evaluator.	sarily mean agree	ement with the evaluation, but th	nat it has been read and

APPENDIX G

Memorandum of Understanding

By agreement between the Somers Board of Education (the "Board") and the Somers

Educational Support Association (the "SESA") effective July 1, 2010, the current Central Office
secretary, Joan Jaquith, shall be considered an "Excluded Employee" as defined under the
Agreement Between the Somers Board of Education and the Somers Educational Support
Association dated July 1, 2010 through June 30, 2012 (the "Agreement") for the remainder of
her term of employment. However, upon the termination of Joan Jaquith's employment with the
Employer for any reason, the position of the Central Office Secretary shall be considered to be
included within the definition of the term "Employee" under the Agreement. All defined terms
herein shall have the same meaning as set forth in the Agreement.

SOMERS BO	DARD OF EDUCATION	SOMERS EDUCATIONAL SUPPORT ASSOCIATION
Ву		Ву
Date:		Date:



Choice Plus plan details, all in one place.

Use this benefit summary to learn more about this plan's benefits, ways you can get help managing costs and how you may get more out of this health plan.

	Check out what's included in the plan	Choice Plus
7	Network coverage only You can usually save money when you receive care for covered health care services from network providers.	
٥٥	Network and out-of-network benefits You may receive care and services from network and out-of-network providers and facilities — but staying in the network can help lower your costs.	~
	Primary care physician (PCP) required With this plan, you need to select a PCP — the doctor who plays a key role in he ping manage your care. Each enrolled person on your plan will need to choose a PCP.	
ØQ.	Referrals required You'll need referrals from your PCP before seeing a specialist or getting certain health care services.	
	Preventive care covered at 100% There is no additional cost to you for seeing a network provider for preventive care.	✓
	Pharmacy benefits With this plan, you have coverage that helps pay for prescription drugs and medications.	✓
<u>A</u>	Tier 1 providers Using Tier 1 providers may bring you the greatest value from your health care benefits. These PCPs and medical specialists meet national standard benchmarks for quality care and cost savings.	
٨	Freestanding centers You may pay less when you use certain freestanding centers — health care facilities that do not bill for services as part of a hospital, such as MRI or surgery centers.	
(\$)	Health savings account (HSA) With an HSA, you've got a personal bank account that lets you put money aside, tax-free. Use it to save and pay for qualified medical expenses.	~

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents govern. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

Here's a more in-depth look at how Choice Plus works.

Medical Benefits

	In Network	Out-of-Network
Annual Medical Deductible Combined in Network and Out-of-Network Benefits		
Single Coverage	\$2,250	\$2,250
Family Coverage	\$4,500	\$4,500

No one in the family is eligible for benefits until the family coverage deductible is met

You're responsible for paying 100% of your medical expenses until you reach your deductible. For certain covered services, you may be required to pay a fixed dollar amount - your copay.

Annual Out-of-Pocket Limit

Single Coverage	\$3,250	\$5,000
Family	\$5,500	\$10,000

No one in the family is eligible for benefits until the family out-of-pocket maximum is met.

Once you've met your deductible, you start sharing costs with your plan - coinsurance. You continue paying a portion of the expense until you reach your out-of pocket limit. From there, your plan pays 100% of allowed amounts for the rest of the plan year.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Network. Out-of-Network **Covered Health Care Services Preventive Care Services** Preventive Care No copay 20% Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age. gender and other health factors. UnitedHealthcare also covers other routine services that may require a copay, co-insurance or deductible. Includes services such as Routine Wellness Checkups, Immunizations, and Lab and X-ray services for Mammogram, Pap Smear, Prostate and Colorectal Cancer screenings. Office Services - Sickness & Injury P mary Care Physician No copay " 20% Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work. Specialist No copay * 20% Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work. **Urgent Care** No copay* No copay* Additional copays, deductible, or co-insurance may apply when you receive other services at the urgent care facility. For example, surgery and lab work.

^{*}After the Annual Medical Deductible has been met

Prior Authorization Required Refer to COC/SSN

Copays (\$) and Coinsurance (%) for Out-of-Network **Covered Health Care Services** Virtual Visits/Telehealth Services No copay* 20%* Network Benefits are available only when services are delivered through a Designated Virtual Network Provider. You can find a Designated Virtual Visit Network Provider by contecting us at myuhc.com or the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups. If Telehealth Services are rendered by a non-Designated Virtual Network Provider, cost share will be based on provider type. **Emergency Care Accidental Dental** No copay* No copay* Emergency Ambulance No copay * No copay: Emergency Room¹ No copay* No copay* Inpatient Care Congenital Heart Disease Surgeries* No copay* 20% Hospital Inpatient Stays1 No copay* 20%1 Inpatient Habilitative Services® The amount you pay is based on where the covered health care service is provided. Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services. Skilled Nursing Facility & Inpatient Rehabilitation Facility No copay* 20% Services1 Limited to 120 days per year in a Skilled Nursing Facility. Limited to 100 days per year in a Inpatient Rehabilitation Facility. **Outpatient Care** Habilitative Services All other therapies No copay* 20% Manipulative treatment: No copay* 20% PT/OT therapies: No copay* 20%

therapy, speech therapy, post-cochlear implant aural therapy, cognitive therapy), limits will be the same as, and combined with those stated under Rehabilitation Services.

For outpatient therapies (physical therapy, occupational

Lab Testing

No copay*

No copay:

20%*

---- •

Home Health Care!

20% ·

Major Diagnostic and Imaging¹

No copay*

20%*

Physician Fees for Surgical and Medical Services

No copay*

20%

[&]quot;After the Annual Medical Deductible has been met

Prior Authorization Required Refer to COC/SBN

	What four Pay for Services		
Copays (\$) and Coinsurance (%) for Covered Health Care Services	fietwork	Out-of-Network	
Rehabilitation Services			
All other therapies:	No copay*	20%*	
Manipulative treatment:	No copay*	20%*	
PT/OT therapies:	No copay*	20%*	
Unlimited visits of cardiac rehabilitation therapy per year.		41	
Unlimited visits of cognitive rehabilitation therapy per year.		**	
Unlimited visits of speech therapy per year.			
Unlimited visits of post-cochlear implant aural therapy per year.			
Unlimited visits of pulmonary rehabilitation therapy per year.			
Unlimited visits of manipulative treatments per year.			
Unlimited visits of physical therapy per year.			
Unlimited visits of occupational therapy per year.			
Note. The first three network visits for any combination of physical therapy and Manipulative Treatment for new low back pain are not subject to any copay, co-insurance or deductible and subject to the annual visit limits.			
Scopic Procedures	No copay*	\$0%°.	
Diagnostic/therapautic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.			
Surgery ¹	No copay*	20%'	
Therapeutic Treatments'	No copay*	20%°	
Therapeutic treatments include, but are not limited to dialysis, ntravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.			
X ray and other Diagnostic Testing ¹	No copay*	50·#·	
Supplies and Services			
Diabetes Self-Management Items¹	The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies of in the Prescription Drug Benefits Section.		
Diabetes Self-Management and Training ¹	The amount you pay is based on where the covered health care service is provided		
Durable Medical Equipment, Orthotics and Supplies ¹	No copay*	20%*	
Enteral Nutrition	No copay*	20%	
Hear ng Aids	No copay '	20%`	
Limited to a single purchase per hearing impaired ear every 24 months. Repair and/or replacement would apply to this limit in the same manner as a purchase.			
Ostomy Supplies	No copay*	20%*	

¹After the Annual Medical Deductible has been met. ¹Prior Authorization Required, Refer to COC/SBN.

Copays (\$) and Coinsurance (%) for Out-of-Network **Covered Health Care Services** Pharmaceutical Products No copay* 20%* This includes medications given at a doctor's office, or in a covered person's home. Prosthetic Devices¹ No copay: 20% **Urinary Catheters** No copay* 20% Pregnancy Maternity Services¹ The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospita is the same as the mother's length of stay Mental Health Care & Substance Related and **Addictive Disorder Services** Inpatient* No copay* 20% Outpatient* No copay* 20% Partial Hospitalization¹ No copay* 20% **Other Services** Acupuncture Treatment No copay* 20% Cellular or Gene Therapy¹ The amount you pay is based on where the covered health care service is provided For Network Benefits, Cellular or Gene Therapy services must be received from a Designated Provider. Clinical Trials! The amount you pay is based on where the covered health care service is provided. Craniolacial Disorders¹ The amount you pay is based on where the covered health care service is provided. Dental Services¹ The amount you pay is based on where the covered health care service is provided. Developmental Needs of Children & Youth with Cancer The amount you pay is based on where the covered health care service is provided. Early Intervention Services No copay* No copay* Gender Dysphoria¹ The amount you pay is based on where the covered health care service is provided or in the Prescription Drug Benefits Section. Hospice Care¹ No copay* 20% Infert ity The amount you pay is based on where the covered health care service is provided. Ovulation Induction is limited to a maximum benefit of four cycles: Intrauterine insemination is limited to a maximum benefit of three cycles; IVF, GIFT, ZIFT or low tubal ovum transfer are limited to a maximum of two cycles, with not more than two embryo implantations per cycle. Lyme Disease Services The amount you pay is based on where the covered health care service is provided. Coverage for Lyme disease treatment including up to thirty days of intravenous antibiotic therapy and/or sixty days of oral

antibiotic therapy.



[&]quot;After the Annual Medical Decuctible has been met. "Prior Authorization Required: Refer to COC/SBN

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Medical Foods¹

Coverage for amino acid modified preparations and low protein modified food products for the treatment of inherited metabolic diseases which are prescribed for children up to twelve years of age.

Pain Management

Reconstructive Procedures*

Temporomandibular Joint (TMJ) Services*

Transplantation Services!

Network Benefits must be received from a Designated Provider.

....

Vision Exams

Limited to 1 exam per year.

Find a listing of Spectera Eyecare Network Vision Care Providers at myuhovision.com.

Weight Loss Surgery¹

For Designated Network Benefits, obesity - weight loss surging must be received from a Designated Provider. Network Benefits include services received from a Network provider that is not a Designated Provider.

Wigs

W gs and other scalp hair prosthesis for a Covered Person who suffers hair loss as a result of chemotherapy when pre tribed by a licensed oncologist.

•

Wound Care Supplies

Limited to wound care supplies for the treatment of epidermolysis bullosa as described in Section 1 of the COC.

Out-of-Network

The amount you pay is based on where the covered health care service is provided

The amount you pay is based on where the covered health care service is provided.

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The amount you pay is based on where the covered health care service is provided.

The amount you pay is based on where the covered health care service is provided.

№ сорау

No copay*

No copay*

No copay'

20%

20%

20%

20%

^{*}After the Annual Madical Deductible has been met *Prior Authorization Required: Refer to COC/S8N

Pharmacy Benefits

in Network and Out of Network

Annual Pharmacy Deductible

Individual

See the Annual Medical Deductible section

Family

See the Annual Medical Deductible section

The Pharmacy Deductible is the amount you pay for pharmacy expenses per year before you begin to receive Pharmacy Benefits.

Annual Deductible - Network and Out-of-Network

	Up to a	34 day supply	Up to a 100-day supply
Prescription Drug Product Tier Level	Retali Network	Out-of-Network Pharmacy	Mall Order Network Pharmacy**
Tier 1 \$	\$ 5°	20%*	\$10°
Tier 2	\$25.	20%*	\$50°
Tier 3 \$\$\$	\$40·	20%*	\$80 ·

After the Annual Medical Deductible has been met

Only certain Prescription Drug Products are available through mall order, please visit mystic done" or call Customer Care at the talephone number or the back of your ID card for more informative. You will be charged a retail Copayment and/or Coinsuranya for 31 days or 2 times for 60 days based on the number of days supply dispensed for any Prescription Order or Refats sent to the mad order pharmacy. To maximize your Benefit, ask your Physician to write your Prescription Order or Refator a 90-day supply, with refats when appropriate, rather than a 30-day supply.

Your Copsyment or Consultance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has essigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3

If you are a member, you car find individualized information on your barretit coverage, determine tier status, check the status of claims and search for network pharmacies by logging into your account on myuho com? or calling the Oustomer Care number on your 10 card, if you are not a member, you can view prescription information at velcometourboom > Benefits > Pharmacy Benefits.

Here's an example of how the plan's costs come into play.

1 At the start of your plan year...

You're responsible for paying 100% of your covered health services until you reach your deductible, which is the amount you pay before your health plan pays a portion.

YOU PAY 100%

2 Once you reach your deductible...

Your health plan starts to share a percentage of costs (the allowed amounts, excluding copays) for covered health care services with you—this is your coinsurance.*

YOU PAY 20%*

YOUR PLAN PAYS 80%

When you reach your out-of-pocket limit...

Your plan covers your costs (the allowed amount) at 100%. Your out-of-pocket limit is the most you'll pay for covered health services in a plan year—copays and coinsurance count toward this.

YOUR PLAN PAYS 100%

Along the way, you may also be required to pay a fixed amount (for example, \$15)—or copay—for covered health care services, such as seeing a provider or purchasing a prescription. You pay 100% of the copay, usually when you receive the service.

More ways to help manage your health plan and stay in the loop.



Search the network to find doctors.

You can go to providers in and out of our network — but when you stay in network, you'll likely pay less for care. To get started:

- . Go to welcometouhc.com > Benefits > Find a Doctor or Facility.
- . Choose Search for a health plan.
- . Choose Choice Plus to view providers in the health plan's network



Manage your meds.

Look up your prescriptions using the Prescription Drug List (PDL). It places medications in tiers that represent what you'll pay, which may make it easier for you and your doctor to find options to help you save money.

- . Go to welcometouhc.com > Benefits > Pharmacy Benefits.
- Select Traditional to view the medications that are covered under your plan.



Access your plan online.

With myuhc.com[®], you've got a personalized health hub to help you find a doctor, manage your claims, estimate costs and more.



Get on-the-go access.

When you're out and about, the UnitedHealthcare® app puts your health p'an at your fingertips. Download to find nearby care, video chat with a doctor 24/7, access your health plan ID card and more.



^{&#}x27; Your coinsurance may vary by service. This example is for illustrative purposes only.

Other important information about your benefits.

Medical Exclusions

Services your plan generally does NOT cover. It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

- Acupuncture
- Barlatric Surgery
- Cosmetic Surgery
- Glasses
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Foot Care
- · Weight Loss Programs
- Dental Care (Adult/Child)
- Routine Eye Care (Adult/Child)

Outpatient Prescription Drug Benefits

For Prescription Drug Products dispensed at a retail Network Pharmacy, you are responsible for paying the lowest of the following: 1) The applicable Copayment and/or Coinsurance; 2) The Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product; and 3) The Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the following: 1) The applicable Copayment and/or Coinsurance; and 2) The Prescription Drug Charge for that Prescription Drug Product. For an out-of-Network Pharmacy, your reimbursement is based on the Out-of-Network Reimbursement Rate, and you are responsible for the difference between the Out-of-Network Reimbursement Rate and the out-of-Network Pharmacy's Usual and Customary Charge.

See the Copayment and/or Coinsurance stated in the Benefit Information table for amounts. We will not reimburse you for any non-covered drug product.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at myuho.com or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product.

Certain Preventative Care Medications may be covered at zero costshare. You can get more information by contacting us at myuho.com or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at myuho.com or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.

Other important information about your benefits.

Pharmacy Exclusions

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

- Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare).
- Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which Benefits are provided in your Certificate.
- Durable Medical Equipment, Including insulin pumps and related supplies for the management and treatment of diabetes, for which Benefits are
 provided in your Certificate. Prescribed and non-prescribed outpatient supplies. This does not apply to diabetic supplies and inhaler spacers
 specifically stated as covered.
- General vitamins, except Prenatal vitamins, vitamins with fluoride, and single entity vitamins when accompanied by a Prescription Order or Refill.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that we determine do not meet the definition of a Covered Health Care Service.
- Certain Prescription Drug Products for tobacco cessation.
- Certain compounded drugs
- · Drugs available over-the-counter.
- Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by our PDL Management Committee,
- · Growth hormone therapy unless required by state law.
- Any medication that is used for the treatment of erectile dysfunction or sexual dysfunction.
- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, and prescription medical food products even when used for the treatment of Sickness or Injury, except as required by state mandate.
- · Prescription Drug Products designed to adjust sleep schedules, such as for jet lag or shift work.
- Prescription Drug Products when prescribed as sleep aids.
- Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available.
- A Prescription Drug Product with either: an approved biosimilar, a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product.
- · Diagnostic kits and products.
- Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.
- Certain Prescription Drug Products that are FDA approved as a package with a device or application, including smart package sensors and/or
 embedded drug sensors.
- Experimental or Investigational or Unproven Services and medications. This exclusion does not apply to drugs for the treatment of a disabling or life-threatening chronic disease or cancer that have not been approved by the Federal Food and Drug Administration for that indication.
- Medications used for cosmetic purposes, except for medications prescribed for gender identity reasons as outlined in your COC. These medications require medical necessity review by Us.
- Prescription Drug Products when prescribed to treat infertility unless required by state law, except that infertility coverage is available for Covered Persons with the following limitations: Prescription Drug Products associated with IVF, GIFT, ZIFT and low tubal ovum transfer are limited to individuals who have not been able to conceive, produce conception or sustain a successful pregnancy through less expensive and medically viable infertility treatments unless their Physician determines that such treatment is likely to be unsuccessful.

UnitedHealthcare does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you weren't treated fairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civi Rights Coordinator.

Online: UHC_Civil_Rights@uhc.com

Mall: Civil Rights Coordinator

UnitedHealthcare Civil Rights Grievance P.O. Box 30608, Salt Lake City, UT 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you d sagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m to 8 p.m. You can also file a complaint with the U.S. Dept. of Health and Human Services

Online: https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

Complaint forms are available at.

http://www.hhs.gov/ocr/office/file/index.html.

Phone: Toll-free 1-800-368-1019 1-800-537-7697 (1DD)

Mall: U.S. Dept. of Health and Human Services,

200 Independence Avenue, SW Room 5091, HHH Building

Washington, D.C. 20201

We provide free services to help you communicate with us such as letters in others languages or large print. You can also ask for an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card.

AT ENTICIN: If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card

ATENCIÓN: Si habla español (Spanish), hay servicios de asistencia de Idinmas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación

講注意:如果您說中文 (Chinese),我們免費為您提供語言協助服務。請撐打會員卡所列的免付費會員電話號碼。

XIN LƯU Ý: Nếu quý vị nói tiếng Việt (Vietnamese), quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

알림: 한국어(Korean)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

PAALALA: Kung nagsasalita ka ng Tagalog (Tagalog), may makukuha kang mga libreng serbisyo ng tulong sa wika Pakitawagan ang toll-free na numero ng telepono na nasa yong identification card.

ВПИМАНИЕ: беспланные услуги перевода доступны для людей, чей ролной язык является русский (Russian). Позвоните по беспланому номеру телефона, указанному на вашей идентификационной карте.

تى خلكا ئدعائولما شاہدخ زائب (Arabic) تىبىر علىا ئندىشت تىزك اذا مىبىرت على جدديل يوزاج لما ئىشالل بقوب للمستال ئ چرئي كىل قىماشم تىدا چہلا كتب تعراخ لما ئسى حشل تقاطب ATANSYON: Si w pale Kreyòl ay syen (Haltian Creole), ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat idantifikasyon w.

ATTENTION: Si vous parlez français (French), des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeter le numéro de téléphone gratuit figurant sur votre carte d'identification.

UWAGA: Jeżeli mówisz po polsku (Pollsh), udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezplatny numer telefonu podany na karcie identyfikacyjnej.

ATENÇÃO Se você fala português (Portuguese), contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

ATTENZIONE: in caso la lingua parlata sia l'italiano (Italian), sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

ACHTUNG: Falls Sie Deutsch (German) sprechen, stehen Ihnen kosten os sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

注意事項:日本語 (Japanese) を話される場合、無料の言語支援 サービスをご利用いただけます。健康保険証に記載されている フリーダイヤルにお単話ください。

توجه: انگر زبان شما فارسی (Farsl) است، خدمات امداد ربانی به طور رایگان در اختیار شما می باشد، لطفا با شماره تلفل رایگانی که روی کارت نشانسایی شما قید شده تعاص بانگوید.

ध्यान दें: यदि आप हिंदी (Hindi) बोलते हैं, आपको भाषा सहायता सेबाएं, निःशुलुक उपलब्ध हैं। कृपया अपने पहचान पत्र पर सूचीबद्ध टोल-फ्री फोन नंबर पर कॉल करें।

CEEB TOOM: Yog koj hais Lus Hmoob (Hmong), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim ghia tus kheej.

ΠΡΟΣΟΧΗ: Αν μιλάτε Ελληνικά (Greek), υπάρχει δωρεάν βοήθεια στη γλώσσα σας. Παρακαλείστε να καλέσετε το δωρεάν αριθμό που θα βρείτε στην κάρτα ταυτότητας μέλους.

PAKDAAR: Nu sar'iaem t' Ilocano (Ilocano), ti serbisyo para t baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam Maidawat nga awagan it' toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

DÍÍ BAA'ÁKONÍNÍZIN Dinć (Navajo) bizaad bee yánihi'go, saad bee áka'anida'awo'igii, t'áá jiik'eh, bee ná'ahóót'ı'. T'áá shoodi ninaaltsoos niti'izi bee nééhozinigii bine'dee't'áá jiik'ehgo béésh bee hane'i biká'igii bee hodirlmh.

OGOW Haddii aad ku hadasho Soomaa i (Somall), adeegyadii taageerada luqadda, oo bilaash ah, ayaad heli karta a. Fad an wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

ગુજરાતી (Gujarati) ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હો તો આપને ભાષાકીય મદદરૂપ સેવા વવના મૂલયે પરાપ્ય છે. મહેરબાની કરી તમારા આઇડી કાડડની સૂચિ પર આપેલા સભ્ય માટેના ટોલ-ફરી નંબર ઉપર કોલ

