

**AGREEMENT**  
**BETWEEN**  
**THE DARIEN BOARD OF EDUCATION**  
**AND**  
**THE UNITED PUBLIC SERVICE EMPLOYEES UNION**

**Expires June 30, 2023**

**Paraprofessionals**

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**THIS AGREEMENT** is made between the **DARIEN BOARD OF EDUCATION** (hereinafter referred to as the "**Board**") and **THE UNITED PUBLIC SERVICE EMPLOYEES UNION DARIEN PARAPROFESSIONALS** (hereinafter referred to as the "**Union**" and or "**UPSEU**").

## **ARTICLE I** **RECOGNITION**

**Section 1. Recognition/Bargaining Unit.** Pursuant to the recognition agreement entered into between the Board and before the Connecticut State Board of Labor Relations, as amended, and for the purposes of bargaining collectively with respect to wages, hours and other conditions of employment within the meaning of Section 7-471 (3) of the Municipal Employee Relations Act, the Board hereby recognizes the Union as the exclusive representative for Paraprofessionals and Campus Monitors employed by the Board, but excluding all other employees of the Board such as, but not limited to, supervisors, temporary employees, part-time employees regularly assigned to work less than twenty (20) hours per week, professionals, and confidential employees (i.e. the secretary to the Superintendent, the Assistant Superintendents, the Director of Finance and the Human Resources Coordinator).

**Section 2. Definitions.**(a) The term "Employee(s)" as used in this Agreement is hereby defined to mean only those employees of the Board who are included in the bargaining unit described in Section 1 above.

(b) The term "Administrator" as used in this Agreement is hereby defined to mean any supervisor employed by the Board who supervises Employees.

## **ARTICLE II** **BOARD RIGHTS**

The Board shall continue to have the exclusive right, power and authority to exercise all the rights and privileges related to the management of the schools and direction of its Employees which it had the right, power and authority to exercise prior to the negotiation and execution of this Agreement, except as, and only to the extent that, such rights, powers and authority are specifically limited by the express provisions of this Agreement.

## **ARTICLE III** **REGULAR HOURS OF WORK**

**Section 1. Regular Workday/week.** The regular hours of work shall be as follows:

<b><u>Position</u></b>	<b><u>Hrs/Regular Workday</u></b>	<b><u>Hrs/Regular Workweek</u></b>	<b><u>Days/Regular Work Year</u></b>
Paraprofessionals	6½ hours	32½ hours	183
Campus Monitor	8.0 hours	40 hours	183

All of the above is exclusive of an unpaid lunch period of thirty (30) consecutive minutes.

**Section 2. (a) Employees.** The regular work year shall begin no earlier than two (2) regular workdays prior to the opening of the school year for pupils and terminate the last day of school for students, inclusive.

**Section 3. Work Schedule.** The work schedule for each Employee shall be determined by the Administrator to whom the Employee directly reports.

**Section 4. Time Documentation.** Employees shall use the electronic time documentation system provided by the Board, and in the manner prescribed by the Board, to record the hours they actually perform work for the Board. Employees shall record all absences from work in the electronic absence management system provided by the Board, and in the manner prescribed by the Board, to record any absence from work and the reason for such absence.

#### **ARTICLE IV**

#### **HOURS WHEN SCHOOLS CLOSE FOR EMERGENCIES**

When schools are closed due to hazardous weather conditions or other emergencies, the following procedures will be used in excusing or dismissing Employees:

(a) Announcement of the Administration's decision for emergency school closings shall be made via the District web site, email, text message and voicemail, provided that the Employee has provided the Board with the appropriate contact information

(b) Employees shall not report to work on days when schools are closed for emergencies. If there is a delayed opening or an unscheduled early dismissal of school, employees shall be paid for their regular hours.

(c) When schools have a delayed opening for pupils, Employees are expected to report to work at their regular work time, or as soon as safely possible.

(d) When schools are dismissed early for an emergency, and announcement of such early dismissal has been made by the Administration, Employees are expected to remain at work until dismissed by direction of the Superintendent.

#### **ARTICLE V**

#### **HOLIDAYS**

**Section 1.** Employees shall not be required to work, and shall not be paid for, recognized holidays which fall within their respective regular work years.

**Section 2. Christmas Eve Day:** When Christmas Eve Day falls on a regular workday, all Employees scheduled to work that day shall be dismissed no later than 2:00 p.m.

#### **ARTICLE VI**

#### **VACATIONS**

**Section 1.**

Employees shall not normally be required to work on student vacations that fall within their respective regular work years. Such Employees required to work on student vacations shall either be paid for such work at their regular straight-time hourly rates (or at one and one-half times such rates for time worked in excess of thirty-seven and one-half (37 ½) hours in that payroll week), respectively, or shall, at the option of the Director of Human Resources or his or her designee, receive compensatory time off as provided in Section 3(b) of Article VII.

Employees will be given as much advance notice as practicable if they are required to work during student vacation periods.

## **ARTICLE VII** **COMPENSATION**

**Section 1. (a) Regular Pay.** Regular straight-time hourly rates of pay at which regular full-time Employees are paid for the work they perform under this Agreement are set forth on Appendix A attached hereto. Except as otherwise provided, any retroactive payments due under this Agreement will be made only to eligible Employees who are on the regular active payroll as of the effective date of this Agreement. Effective July 1, 2011 all Employees will be required to have direct deposit.

**(b) Starting Pay.** Any Employee newly hired on or after the effective date of this Agreement may be paid at a regular straight-time hourly rate of pay that is no more than ten percent (10%) less than the regular straight-time hourly rate for the position for which he or she is hired, as set forth on Appendix A, provided that upon successful completion of the Employee's probationary period of employment, the Employee's regular straight-time hourly rate of pay shall be increased to the then-applicable regular straight-time hourly rate set forth on Appendix A.

**Section 2. (a) Per Diem.** The Employee's *per diem* will be used to calculate pay for each, personal leave day and sick leave day.

**(b) Per Diem Computation.** *Per diem* shall be calculated by multiplying the Employee's regular straight-time hourly rate of pay by the number of regular hours of work in his or her normal daily work schedule at the time the calculation is made.

**Section 3. (a) Overtime Pay.** Each Employee will be paid at his or her regular straight-time hourly rate of pay for all time he or she works up to thirty-seven and one-half (37½) hours in a payroll week (forty (40) hours for Campus Monitors) and at a rate equal to one and one-half (1½) times his or her regular straight-time hourly rate (the "overtime rate") for all time he or she works (A) in excess of thirty-seven and one-half (37½) hours in a payroll week (forty (40) hours for Campus Monitors) or (B) on Saturdays, Sundays and holidays recognized by this Agreement for which the Employee is eligible for holiday pay. There will be no pyramiding of overtime or premium pay, provided that pay for approved hours worked on recognized holidays shall be paid in addition to the regular holiday pay for which the Employee is eligible.

Overtime for Campus Monitors will be assigned as follows: Campus Monitors will be called to work overtime on a rotating basis with the most senior member in a building being asked first, and then the next senior member being asked. As future overtime opportunities arise within the same building, the same process will be used until all Campus Monitors working in the same building have had an opportunity to work overtime. Once the seniority list has been exhausted in a building, and there is still a need for additional Campus Monitors, the most senior Campus Monitor in all remaining buildings will be offered the opportunity to work overtime, and then the next senior Campus Monitor on a rotating basis shall be asked until the seniority list has been exhausted.

**Section 4. Authorization.** No overtime shall be worked unless authorized in advance by the Director of Finance. When an emergency situation requires the Employee to work overtime, the overtime may be authorized subsequent to the event, rather than in advance, by the Director of Finance or, in the absence of the Director of Finance, by the Principal of the school at which the emergency arose.

**Section 5. Toileting:** Paraprofessionals who, as part of their normal duties, work with a student(s) 9 years of age or older, who require consistent, daily toileting, shall receive a five hundred dollar (\$500) stipend. The stipend shall be paid once per year that the paraprofessional is required to fulfill these duties. If a paraprofessional is required to fulfill these duties for less than a full school year, the stipend shall be prorated. The stipend shall not be paid for performing such duties on an intermittent, temporary basis due to the absence of a bargaining unit member. The Assistant Superintendent for Special Education and Student Services shall determine which paraprofessionals are eligible for this stipend. For the 2020-2021 school year the stipend will be paid on a pro rata basis from the date on which the contract is ratified by both parties.

## **ARTICLE VIII** **LEAVES**

**Section 1. (a) Sick Leave.** Employees shall earn sick leave days on the following basis:

(1) Employees shall earn 1.25 sick leave days per month worked up to a maximum of 12.5 sick leave days per fiscal year.

(b) **Accumulation.** Unused sick leave days may be accumulated up to a maximum of one hundred fifty (150) days.

(c) **Application.** An Employee prevented by illness or other medical disability from reporting to work as scheduled may apply his or her unused accumulated sick leave days to such absences until the illness or disability ends or until his or her unused accumulated sick leave days are exhausted, whichever sooner occurs. The Superintendent, or his/her designee, may require an employee who misses five (5) or more consecutive days to present a medical certificate in order to be paid for said extended sick time absence. Upon notification of suspected sick leave abuse, the Superintendent or his/her designee may require a medical certification in cases of absences of shorter duration.

**(d) Sick Bank** Should an Employee exhaust sick leave after suffering a catastrophic illness as determined by the Superintendent or designee and the Union President, such Employee may receive up to an additional thirty (30) days of sick leave as may be donated by other Employees who may each donate up to two (2) days of their own sick time.

**Section 2. (a) Personal Leave.** Each regular full-time Employee shall have up to a maximum total of four (4) days "Personal Leave" per regular work year, which he or she may use for the following reasons:

- (1) Legal obligations which cannot be handled outside regular working hours;
- (2) Marriage of staff and/or family;
- (3) Graduation, college drop-off, College pick up;
- (4) Recognized religious holidays;



(5) Family, house or car emergencies (does not include daycare issues).

The parties agree that circumstances may arise that are not covered under the above reasons. The Board and the Union agree to meet, discuss and, if necessary, draft a Memorandum of Understanding to incorporate additional reasons.

Only employees who have successfully completed their probationary period of employment are eligible to take personal days.

**(b) Requests.** All requests for personal leave shall be signed off by the administrator and forwarded to the Director of Human Resources for approval and shall set forth the reason for the request. An employee will not be required to give a reason for the use of one (1) of the aforementioned four (4) days in situations where the need for the day is compelling and the employee feels the need to keep the reason private. Such a day is not to be taken immediately before or after a holiday or vacation.

Except for an emergency, it is mandatory that the employee submits the Personal Leave Request Form five (5) work days prior to the requested leave date to both the Administrator and Director of Human Resources. Failure to do so will result in a denial or the day will be taken without pay. All requests shall be submitted through the Board's on line absence management system.

**(c) Use.** None of the personal days provided for in this Article shall be used for other than discharging compelling personal obligations that cannot be discharged outside regular working hours.

**(d) Bereavement Leave.** (1) Employees are entitled to five (5) consecutive work days funeral leave with pay in the event of the death of their parent, stepparent, child, stepchild, spouse, mother-in-law, father-in-law, grandparent, grandchild, sibling, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

(2) Employees are entitled to one (1) work day funeral leave with pay in the event of the death of their aunt, uncle, cousin, niece or nephew.

(3) An employee may use a total of five (5) days per contract year of bereavement leave.

(4) An Employee may use up to five (5) days sick leave for each incident of Bereavement Leave when all bereavement leave time has been exhausted.

(5) At the discretion of the Director of Human Resources in consultation with the President of the Union, additional sick time may be used for Bereavement Leave when all Bereavement Leave time has been exhausted.

**Section 3. Extension of Personal Leave.** The Director of Human Resources may, upon request, in his or her discretion, grant additional leave with or without loss of pay beyond the aforesaid four (4) personal leave days provided for in Section 2 hereof in cases where he or she considers the need for such additional time to be based on extreme circumstances.

**Section 4. (a) Leaves of Absence.** An Employee may request a leave of absence

without pay for a period of illness or medical disability which extends beyond his or her unused accumulated sick leave, or for compelling personal reasons which extend beyond his or her unused personal leave, provided the request for such a leave of absence is submitted in writing to the Director of Human Resources and includes a statement of the reason for the requested leave.

(b) **Discretion of Director of Human Resources.** Such a leave may be granted or denied at the discretion of the Director of Human Resources.

(c) **Maximum Duration.** Leaves granted pursuant to this Section 4 shall not exceed fifty (50) regular workdays (including paid holidays).

(d) **During Leave.** Any Employee who returns within the specified leave period shall not suffer a break in his or her continuous service but shall not earn sick leave or vacation time or be eligible for holiday pay for recognized holidays which fall during the leave period.

(e) **Reinstatement.** Upon return to work within the specified leave period, said Employee shall be reinstated in his or her former position, or in a substantially equivalent position for which the Employee is qualified.

(f) **FMLA Conflicts.** In the event a conflict exists between subsections (a) - (e) of this Section 4 and the Federal Family and Medical Leave Act of 1993 ("FMLA"), the FMLA shall control, but in no case will the level of benefits under this Agreement be diminished.

(g) **Finality.** Decisions of the Director of Human Resources regarding statutory or discretionary leave requests shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

**Section 5. Professional Leave.** Time off without loss of regular pay may be granted to Employees to attend professional conferences with the approval of the Employee's Administrator, and such time off shall not be deducted from personal days or vacation time.

**Section 6. Jury Duty Leave.** Any Employee who is required to serve on a jury before a State or Federal tribunal during his or her regular work year shall be granted leave for this purpose, and such leave shall not be deducted from sick leave or personal days. Such Employee shall be made whole for regular take-home pay lost as a result of such service as a juror, and, for purposes of implementing this provision, the Board will continue to pay the Employee his or her full regular pay as usual, less normal deductions, for days absent from work for jury service, and the Employees shall promptly reimburse the Board in an amount equal to the full pay that the Employee receives from the court for service as a juror. Any Employee who is released from jury service early enough on any regular workday to report back to work shall notify his or her Administrator promptly upon such release and shall report to work promptly if directed to do so by such Administrator. If the Director of Human Resources decides that service as a juror would be a hardship to the work area to which the Employee is assigned or to the system as a whole, the Employee will cooperate with the Director of Human Resources in obtaining an excuse from jury service or a postponement of such service to a time when the hardship will be less.

**Section 7. Statutorily Mandated Leaves.** Each Employee will be permitted to be absent from work for reasons mandated by state and federal law, such as family and medical leave, jury

duty and military duty. Claims that the Board or any of its agents violated any of such mandates shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**Section 8. Application.** Any leave or time off provided for under this Agreement will also be counted toward satisfying any statutorily mandated leaves of absence for which the contractual leave qualifies, including, but not limited to, the federal Family and Medical Leave Act. Employees must substitute their unused sick and personal leave and unused vacation time for the first part of any leave taken under the FMLA. Any FMLA leave time remaining after such paid time is exhausted will be unpaid. Substitution of such paid leave time will not increase the amount of the FMLA leave available.

## **ARTICLE IX** **INSURANCE PROGRAM**

**Section 1. Medical Plan.** The Board will make comprehensive group hospitalization and medical coverage, as described herein, available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the medical plan in effect as of the date on which this Agreement is signed (the "Medical Plan"), subject to the terms and conditions set forth in the Medical Plan and in this Article.

**Section 2. Dental Plan.** The Board will make comprehensive group dental insurance coverage available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. The plan will provide for 100% coverage under the full service portion, 80% coverage for additional basic and oral surgery and 50% for Periodontal and Prosthodontics with a \$2,000 maximum for each person for each calendar year. Orthodontics has a \$1,000 lifetime maximum at 60% payment. The specific terms of the dental plan are found in the summary plan document.

**Section 3. Vision Plan.** The Board will make the Vision Service Plan (VSP) available during the term of this Agreement to each eligible Employee who applies for it

**Section 4. High Deductible Health Plan/Health Savings Account Plan.** The Board of Education will offer the High Deductible Health Plan/Health Savings Account Plan.

(a) The primary medical plan will be the high deductible health plan with a single person deductible of \$2500 and a two person & family deductible of \$5,000, as outlined in Appendix B of the contract.

(b) The Board will pay 50% of the HDHP/HSA deductible during the first week of July each year of the contract.

(c) Payments after deductible met at 100% in network and 70% out of network.

(d) Prescription Drug Coverage. The following co-pay program for covered prescription drugs after the HSA/HRA deductible is met.

At retail for dosages up to thirty-four (34) days

- Generic \$10.00
- Formulary: \$35.00
- Non-formulary \$40.00

Via Mail Order for dosages up to ninety (90) days: 2X Retail Co-Pays

If an employee is precluded from fully participating in the Health Savings Account because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account (HRA). The Board's annual contribution to the HRA shall not exceed its annual contribution to the HSA, based on the employee's coverage.

**Section 5. (a) Means Of Providing Covered Service And Terms.** The Board may self-insure the Medical, Dental, Vision, Long Term Disability and/or other Plans described herein in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level substantially equivalent to the level of covered services in effect on the date this Agreement is signed. The Board will provide the Union with as much advance notice as practicable of its plan to change the means by which it provides such covered service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

**(b). Deductible, Coinsurance, Co-pay Requirements.** Covered individuals must meet any and all deductible, coinsurance and/or co-pay requirements set forth in the Medical and/or Dental Plans, whether established by the Board's primary carrier, in an available alternate plan to which the Employee subscribes and/or by the care/service provider.

**(c) Cost Containment.** Covered individuals must comply with any and all of the requirements set forth in the Medical and/or Dental Plans, an available alternate plan to which the Employee subscribes and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

**Section 6. Long Term Disability Plan.** Long Term Disability coverage will be provided for each Employee with five (5) or more years' credited service as an Employee in the Darien School System. The Board will pay 80% of the premium. Such coverage will provide disability benefits for each such Employee who is totally and permanently disabled under terms and conditions normally found in policies providing such coverage, as follows:

**(a)** 60% of the Employee's regular monthly compensation, as of the last day worked, up to a maximum monthly disability payment of \$1,500 for ten-month Employees.

**(b)** Monthly disability payments will begin with the seventh (7th) month following the month in which the disability occurs and will continue to be made each month thereafter during the period of disability until the Employee ceases to be totally and permanently disabled, dies, reaches age 65, or becomes eligible for full retirement benefits under the Town of Darien Municipal Employees' Retirement Plan, whichever occurs first.

**(c)** Monthly benefit payments will be reduced by any amount paid the Employee through workers' compensation, social security and any other offset normally found in long

term disability policies.

**Section 7**            **Costs of Coverage.**        The Board and each covered Employee will share the cost of the Medical Plan and Dental Plan coverage, as described above, that the Employee elects for him- or herself and his or her dependents from among the coverage that the Board makes available, as described below.

<b><u>EFFECTIVE DATE.</u></b>	<b><u>BOARD'S PREMIUM SHARE.</u></b>
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Effective January 1, 2021	Eighty-two percent (82%)
Effective July 1, 2021	Eighty-one percent (81%)
Effective July 1, 2022	Eighty percent (80%)

**Section 8.**            **Life Insurance.**        The Board will provide group term life insurance coverage for each eligible Employee in an amount equal to two (2) times his or her regular straight-time annualized pay. Employees will not be required to contribute to the premium for such coverage.

**Section 9.**            **General Provisions.**        **Plan Year.** (a)        "Plan Year", as used in this Article, is hereby defined as the Board's fiscal year (July 1 - June 30). The Board will notify the Union President of any change in Plan Year.

(b)    **Eligible Dependents.**        No Employee may extend to his or her dependents coverage under any of the Plans provided by this Agreement unless the Employee is covered by such plans.

(c)    **Change of Insurance Carrier.**        The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered services are not significantly diminished.

(d)    **Disputes Relating to Benefits.**        Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Board to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Employee directly with the respective insurance carrier and shall not subject the Board to any claim in any forum. In no event shall the Board be considered to be an insurer or a guarantor of any covered services or benefits.

**Section 10. Auto Vandalism**        The Board will reimburse each Employee up to a maximum of \$500 (or such lesser amount that is equal to the deductible under the Employee's own automobile insurance policy) for damage to his or her automobile caused by vandalism while the automobile was parked on school property at a time when the Employee was engaged in performing his or her job responsibilities.

**Section 11. Retirees.**        Upon retirement, a full-time employee employed before July 1, 2018 with at least ten (10) years of continuous service who is 62 or over age or eligible for the Town Retirement **Plan's Rule of eighty (80)** shall receive a one-time payment of \$10,000.

**Section 12. Dependent Care and Limited Purpose Reimbursement Account Plan.** Effective July 1, 2017, the Board will make available to covered employees a Dependent Care and Limited Purpose Reimbursement Account Plan in accordance with and subject to the provisions of Section 125 of the Internal Revenue Code.

## **ARTICLE X** **VACANCIES**

**Section 1. Bargaining Unit Vacancies.** Notice of all available vacancies in bargaining unit positions and new bargaining unit positions established by the Board during the term of this Agreement will be posted electronically on the website of the Board and via email to members of the union with an electronic copy sent to the Unit President at least five (5) regular workdays prior to the closing date for filing applications.

**Section 2. Consideration of Applicants.** Qualified Employees who apply for such vacancies within the time period for filing applications for such vacancies shall be given first opportunity to fill such position before applicants who are not Employees.

**Section 3. Candidate Selection.** In choosing the most qualified candidate for an available vacancy, the Board shall take into account required qualifications, prior evaluations of performance, and an interview of the candidate by the prospective Administrator and a member of the Personnel Office. If two or more candidates are equally qualified in the reasonable judgment of the Board, length of service in the Darien School System shall be taken into consideration.

**Section 4. Voluntary Transfers:** Any employee wishing to transfer to another school or assignment must file such request with the Personnel Office prior to April 30<sup>th</sup> of each year. Written notice of transfer shall be provided to each Employee not later than two (2) weeks prior to the start of the school year. The Board will make every effort to honor the requests. Reasons for not honoring the requests for transfer shall be given to the Employee in writing. Voluntary transfers will be made at the beginning of each school year.

**Section 5. Involuntary Transfers** (a) The Board will notify the Unit President(s) of all involuntary transfers.

Employees who are involuntarily transferred shall be provided written notice of transfer no later than two (2) weeks prior to the start of the school year unless emergency circumstances or a change in student placement or student need prevent such prior notice. . Upon request, any employee who is involuntarily transferred shall meet with the Superintendent or his/her designee regarding the transfer and shall be provided reasons for the transfer at the meeting as long as it does not breach student confidentiality.

(b) When reduction in the number of employees within a job classification (i.e. Paraprofessional, Campus Monitors) to be assigned to a school is necessary:

- (i) Volunteers shall be transferred first;
- (ii) Transfers will then be based upon inverse order of seniority within a job classification (i.e. Paraprofessional, Campus Monitors) subject to the skills

- of the staff and the needs of the students;
- (iii) Involuntary transfers will be to comparable positions.

#### **Section 6: Summer School Positions**

(a) All paraprofessional summer school positions shall be offered to paraprofessionals within the bargaining unit first on a first come first serve basis, except that the Superintendent or his/her designee shall have absolute discretion to consider the Paraprofessional's attendance during the regular work year in awarding such positions. In placing paraprofessionals in available positions, including tutoring, every effort will be made to place the paraprofessional currently assigned to a student during the school year with that student during the summer school sessions.

(b) Applications for paraprofessional summer school positions shall be made available to paraprofessionals within the bargaining unit via e-mail no later than February 15<sup>th</sup> of each year. Summer school positions shall be offered no later than May 15<sup>th</sup> of each year.

(c) All Campus Monitor summer school positions shall be offered to Campus Monitors within the bargaining unit on a first come first serve basis, except that the Superintendent or his/her designee shall have absolute discretion to consider the Campus Monitor's attendance during the regular work year in awarding such positions.

(d) Applications for Campus Monitor summer school positions shall be made available to Campus Monitors within the bargaining unit via e-mail no later than February 15<sup>th</sup> of each year. Summer school positions shall be offered no later than May 15<sup>th</sup> of each year.

### **ARTICLE XI** **RETIREMENT PLAN**

All eligible Employees shall be covered by the Town of Darien Municipal Employees Retirement Plan ("Retirement Plan"), or any other retirement plan adopted by the Town of Darien, as well as the Social Security Retirement Plan. A written payroll deduction authorization form must be received from the Employee within seven (7) days after the Employee's receipt of the notice stating the date of eligibility. Eligibility in the Retirement Plan will be determined under the regulations of the Retirement Plan, and disputes concerning eligibility, benefits and other matters relating to retirement shall not be subject to the grievance and arbitration procedures set forth in Article XV hereof, but shall be submitted to the Retirement Plan Committee.

### **ARTICLE XII** **TRAVEL REIMBURSEMENTS**

Employees using their personal cars on school business as required, shall be reimbursed at the current rate in accordance with IRS Standard mileage rate. All use of an Employee's personal car must first be approved by his or her Administrator.

## **ARTICLE XIII** **TERMINATION**

**Section 1. Voluntary Terminations of Employment.** An Employee who voluntarily terminates his or her employment with the Board shall give at least two (2) weeks notice, in writing, to his or her Administrator.

**Section 2. Discharge.** No Employee who has successfully completed his or her probationary period of employment (a "non-probationary Employee") shall thereafter be discharged or disciplined without just cause, provided that only cases of discharge and disciplinary suspensions without pay may be processed to arbitration. Disciplinary warnings (verbal or written) issued to a non-probationary Employee may be the subject of a grievance but shall not be processed beyond Step 2 of the grievance procedure. Any non-probationary Employee who disputes a written warning may append to the warning a copy of his or her grievance and a statement setting forth the basis for his or her disagreement with it, provided that nothing in this Section will preclude a non-probationary Employee from challenging, at an arbitration hearing over his or her disciplinary suspension or discharge, prior disciplinary warnings that are used by the Board to support such suspension or discharge.

## **ARTICLE XIV** **WORK CONTINUITY**

The Union agrees that, for the duration of this Agreement, there will be no strikes, work stoppage, slowdown, curtailment or restriction of work, or refusal to cross any picket line, whether lawful or unlawful. The Board agrees not to lockout its Employees.

## **ARTICLE XV** **GRIEVANCE AND ARBITRATION**

**Section 1. Definitions:**(a) A "Grievance" is hereby defined as any written claim by an Employee or group of Employees that the Board or the Superintendent (or Superintendent's designee), or an Administrator (or his/her designee), violated, misinterpreted or misapplied a specific provision expressed in this Agreement. Each Grievance must set forth a brief statement of the event giving rise to the Grievance and the Article and Section of this Agreement allegedly violated, misinterpreted or misapplied.

(b) "Grievant" is hereby defined as the Employee or group of Employees who file(s) a Grievance.

(c) A "Day" is hereby defined as a regular workday.

**Section 2. Procedure:** The exclusive forum for processing Grievances shall be this Grievance and Arbitration Procedure, which shall be applied as follows:

(a) **Step 1. Administrator:** Grievant must, by the end of the seventh (7th) day following the event giving rise to the Grievance, submit the Grievance to his or her supervising Administrator.



**(b) Step 2. Director of Human Resources:** If the Grievance is not resolved within five (5) days after the Grievance was received by the supervising Administrator, and Grievant desires to proceed further, Grievant must, by the end of the tenth (10<sup>th</sup>) day after receipt of response from that Administrator, submit the Grievance to the Director of Human Resources and the Union's Staff Representative. At the request of the Union's Staff Representative, the supervising Administrator and the Director of Human Resources shall, within twenty (20) days after the Grievance was submitted to the supervising Administrator, meet with the Grievant and the Union's Staff Representative, with or without the Steward, in an effort to resolve the Grievance.

**(c) Step 3. Superintendent:** If the Grievance is not resolved within five (5) days after the Grievance was received by the Director of Human Resources, and the Grievant desires to proceed further, Grievant must, by the end of the tenth (10<sup>th</sup>) day after it was submitted to the Director of Human Resources, submit the Grievance to the Superintendent and the Union's Staff Representative. At the request of the Union's Staff Representative, the Director of Human Resources and the Superintendent shall, within twenty (20) days after the Grievance was submitted to the Director of Human Resources, meet with the Grievant and the Union's Staff Representative, with or without the Steward, in an effort to resolve the Grievance.

**(d) Step 4. Arbitration:** If the Grievance is not resolved at Step 3, and the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association (AAA) in accordance with its Voluntary Rules for Labor Arbitration then subsisting, subject to the following terms and conditions:

- (1)** The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in a specific provision of this Agreement.
- (2)** The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Superintendent, postmarked within the twenty (20) calendar days immediately following the Grievant's receipt of the Superintendent's response at Step Three, or absent such response, within twenty (20) calendar days following the expiration of the time for providing such response.
- (3)** The Arbitration must be in accordance with the American Arbitration Association's Voluntary Rules for Labor Arbitration in existence at the time the Demand for Arbitration is filed.
- (4)** The Demand for Arbitration must be limited to the same Grievance submitted to the Superintendent in Step Three.
- (5)** The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Board violated or misapplied the specific provision expressed in this Agreement as alleged in the Grievance. The Arbitrator will have authority to render appropriate "make whole" awards consistent with the provisions of this Agreement and other applicable rules governing the arbitrator's conduct and authority.
- (6)** The decision of the Arbitrator will be final and binding, subject to the right of either

party to have the award confirmed, vacated or modified according to law.

- (7) The cost of the Arbitrator's fees and hearing room rental, if any, will be shared equally by the Board and the Union, but each party will bear the cost of its own representatives, transcripts and other items.
- (8) Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Director of Human Resources and the Union agree in writing to allow the Arbitrator to do so.
- (9) Only the Union will have the authority to submit a Grievance to Arbitration.

**Section 3. Time Limits.** The time limits specified herein are of the essence and may only be extended by mutual written Agreement of the Director of Human Resources and the Union. Failure to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Board. Failure by the Board representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate, to process the Grievance to the next Step provided they do so within the time limits set forth herein.

**Section 4. Representation.** Grievant will be permitted to be accompanied by the Union's executive board member and/or the Union's Business Representative at all grievance meetings and arbitration hearings except at Step 1, where only the Steward will be permitted. Grievances shall not be processed and Grievance meetings or discussions shall not be held during work time without the express prior approval of the Director of Human Resources, although arbitration hearings may be held during work time according to a schedule mutually acceptable to the Board, the Union and the arbitrator.

**Section 5. Confidentiality.** The Grievance and the Grievance process, including arbitration, shall be kept confidential, to the extent permitted by law.

**Section 6. Sole Procedure.** The Grievance procedure contained herein, including arbitration, shall be the exclusive method of resolving Grievances.

**Section 7. Union Authority.** Nothing contained herein shall require the Union to process any Grievance which in its opinion is without merit, and no Employee shall have the right to process a Grievance to arbitration, as such right is reserved exclusively to the Union.

**Section 8. Settlements.** Grievance settlements reached at Step 1 shall not be used as evidence or precedent in any other Grievance, at arbitration or in any other forum.

**Section 9. Mediation.** The parties may mutually agree to submit a grievance to mediation after it has been submitted to Step 4, arbitration.

## **ARTICLE XVI**

### **LAYOFF AND RECALL**

**Section 1. (a) Layoff Procedures for Paraprofessionals.** In the event the Board

determines that the number of Employees assigned as Paraprofessionals within the system or a department, subject or specialty area, or educational level (elementary, middle or high school) thereof should be reduced by layoff, such Employees will be laid off in the following order, provided those selected to remain are qualified in the reasonable judgment of the Board to perform the assignments remaining after the layoff:

- First: Paraprofessionals who have not yet completed their probationary periods of employment
- Second: Paraprofessionals who have successfully completed their probationary periods of employment, in reverse order of their seniority (i.e., the least senior in the area where the layoff is to take place will be laid off first) provided those remaining are qualified in the reasonable judgment of the Board to perform the assignments remaining after the layoff as described herein.

In exercising its judgment, the Board will not act arbitrarily or capriciously, but will act in an effort to keep the most qualified Paraprofessionals. In determining the relative qualifications between two such Paraprofessionals, the Board will take into account their respective seniority, training, performance, experience in subject area or area of assignment, and needs of the system. Where two or more such Paraprofessionals are equally qualified in the Board's reasonable judgment to fill an assignment remaining after the layoff, the Paraprofessionals with the greater seniority will be given the option to remain. The Board may use its own discretion in choosing among Paraprofessionals who have not yet successfully completed their probationary periods of employment, and such Paraprofessionals will have no recourse to the Grievance Procedure.

If a Paraprofessional is subject to be laid off, he or she shall have the opportunity to bump a less senior employee in an equal or lower classification provided that the employee is qualified to perform the duties of that position.

**(b) Recall Procedures for Paraprofessionals.** To be eligible for recall, a Paraprofessional, within five (5) days after lay off, must submit his or her name in writing by certified mail to the Superintendent to be placed on the recall list. A Paraprofessional whose name appears on the recall list will be eligible for recall only until the second September 1st after the effective date of his or her lay off and only in accordance with the following:

- (1) Nothing herein shall prevent the Board from offering to an individual on any recall list recall to an available vacancy in an educational level different from the one from which he or she was laid off, provided the individual is qualified, in the reasonable judgment of the Board, to perform the work required. Under such circumstances, individuals so qualified in the reasonable judgment of the Board shall be offered an opportunity for recall before a person is hired to fill the vacancy in question.
- (2) Notice of recall will be effective if sent to the address on the Board's records.
- (3) The order of recall will be in reverse of the order of lay off set forth in subsection (a) above, provided that those individuals in line for recall are qualified in the reasonable judgment of the Board to perform the assignments available.

- (4) The Director of Human Resources must receive acceptance of recall within two (2) weeks after notification of recall is sent, unless there are extreme circumstances that prevent the Paraprofessional from accepting recall within such period.
- (5) Unless otherwise provided, all notices provided for in this subsection (b) must be in writing and transmitted by Certified Mail, U.S. Postage Prepaid.

(c) **Layoff Procedures for Campus Monitors.** In the event the Board determines that the number of Employees assigned as Campus Monitors within the system or educational level (elementary, middle or high school) thereof should be reduced by layoff, such Employees will be laid off in the following order, provided those selected to remain are qualified in the reasonable judgment of the Board to perform the assignments remaining after the layoff:

First: Campus Monitors who have not yet completed their probationary periods of employment.

Second: Campus Monitors who have successfully completed their probationary periods of employment, in reverse order of seniority (i.e., the least senior in the area where the layoff is to take place will be laid off first) provided those remaining are qualified in the reasonable judgment of the Board to perform the assignments remaining after the layoff as described herein. In exercising its judgment, the Board will not act arbitrarily or capriciously, but will act in an effort to keep the most qualified Campus Monitors. In determining the relative qualifications between two such Campus Monitors, the Board will take into account their respective seniority, training, experience in subject area or area of assignment, and needs of the system. Where two or more such Campus Monitors are equally qualified in the Board's reasonable judgment to fill an assignment remaining after the layoff, the Campus Monitor with the greater seniority will be given the option to remain. The Board may use its own discretion in choosing among Campus Monitors who have not yet successfully completed their probationary periods of employment, and such Campus Monitors will have no recourse to the Grievance Procedure.

If a Campus Monitor is subject to be laid off, he or she shall have the opportunity to bump a less senior employee in an equal or lower classification provided that the employee is qualified to perform the duties of that position.

(d) **Recall Procedures for Campus Monitors.** To be eligible for recall, a Campus Monitor, within five (5) days after lay off, must submit his or her name in writing by certified mail to the Superintendent to be placed on the recall list. A Campus Monitor whose name appears on the recall list will be eligible for recall only until the second September 1<sup>st</sup> after the effective date of his or her layoff and only in accordance with the following:

- (1) Nothing herein shall prevent the Board from offering to an individual on any recall list recall to an available vacancy in an educational level different from the one from which he or she was laid off, provided the individual is qualified, in the reasonable judgment of the Board, to perform the work required. Under such

circumstances, individuals so qualified in the reasonable judgment of the Board shall be offered an opportunity for recall before a person is hired to fill the vacancy in question.

- (2) Notice of recall will be effective if sent to the address on the Board's records.
- (3) The order of recall will be in reverse of the order of layoff set forth in subsection (c) above, provided that those individuals in line for recall are qualified in the reasonable judgment of the Board to perform the assignments available.
- (4) The Director of Human Resources must receive acceptance of recall within two (2) weeks after notification of recall is sent, unless there are extreme circumstances that prevent the Campus Monitor from accepting recall within such period.
- (5) Unless otherwise provided, all notices provided for in this subsection (b) must be in writing and transmitted by Certified Mail, U.S. Postage Prepaid.

**Section 2. Seniority.** For purposes of this Article, seniority shall mean the Employee's length of continuous service within this bargaining unit measured from his or her most recent date of hire as a regular full-time Employee or regular part-time Employee regularly assigned to work twenty (20) or more hours per week in a bargaining unit position. An Employee will lose all credit for his or her seniority and will be subject to having his or her employment terminated by the Board without recourse if he or she:

- (1) quits;
- (2) is discharged for cause;
- (3) retires;
- (4) fails to return to work within ten (10) regular work days after being notified of recall from layoff by certified mail, return receipt requested, unless such return to work is due to Employee's actual illness or accident or some other similarly compelling reason (the Board may require substantiating proof);
- (5) is on layoff for a period in excess of his or her recall period;
- (6) is absent without reporting for three (3) consecutive days; or
- (7) is gainfully employed elsewhere while on leave of absence without permission of the Board.

**Section 3. Employee Responsibility.** In any situation of layoff or recall, where an Employee has the option to fill an available position, he or she must be willing to work the schedule and the hours required by the Board for the said position in order to be eligible for the position.

**Section 4. Pay.** Rates of pay for Employees affected by the provisions of this Article will be adjusted in accordance with the applicable rates set forth on Appendix A attached hereto.

**Section 5.** After July 1, 2011 seniority accrued while a school secretary will not be counted if transferring or rehiring in a position within the bargaining unit defined in Section 1 of Article 1.

## **ARTICLE XVII NEW EMPLOYEES**

**Section 1. Information to Employee.** At the time of hire, the Personnel Office shall advise new Employees that they have the opportunity to be represented by the Union for the purpose of collective bargaining, show them the job description for the position to which they will be assigned and provide them with the following information:

- (1) medical coverage for which they are eligible to apply;
- (2) amount of life insurance, and;
- (3) information about the Retirement Plan.

**Section 2. Information to Union.** At the time of hire, the President of the Union, or his or her designated representative, shall be provided with the following information pertaining to new Employees: job title, date of hire, hours of work, classification and rate of pay.

**Section 3. Probationary Period.** All new Employees shall be on probation for the first ninety (90) work days of their employment. This ninety (90) day period must be during the time when school is in session. At the end of the Employee's probationary period, the Administrator will submit in writing to the Director of Human Resources a recommendation for continued employment or for termination of employment. The probationary period may be extended for an additional thirty (30) work days with a written explanation to the employee regarding the reason for the extended probation. During the probationary period, or as the result of the aforesaid recommendation, the Employee may be terminated from employment with the Board for any reason without recourse.

## **ARTICLE XVIII WORKERS' COMPENSATION**

**Section 1.** Any Employee absent from work due to a compensable injury (i.e., an injury for which the Employee has filed for and is eligible to receive Workers' Compensation benefits) shall have his or her unused accumulated sick leave applied on a one-to-one basis to each day of such absence for which the Employee receives no workers' compensation income replacement benefits and on a *pro rata* basis for each day of such absence for which the Employee does receive workers' compensation income replacement benefits, until the Employee returns to work or the Employee has applied a maximum of twenty (20) days sick leave, whichever first occurs. The amount an Employee receives in daily sick leave pay will, when added to the *per diem* benefit the Employee receives as a workers' compensation income replacement benefit, equal only that amount necessary to make the Employee whole for loss of a regular day's pay (net pay after normal payroll deductions are made) due to the injury. For example, if workers' compensation benefits would account for two-thirds of the Employee's net daily pay prior to the injury, then the Employee's unused accumulated sick leave would be charged at the rate of

one-third sick leave day for each full day of such absence.

**Section 2. Application.** In applying the provisions of Section 1 above, the Board and the Employee will continue to follow the practice in effect as of the date of this Agreement whereby, for the period of the absence described in Section 1 hereof, the Board will continue to pay the Employee his or her full regular pay as normally required, less normal deductions, and the Employee will pay to the Board, on a regular basis, an amount equal to the amount which the Employee receives as Workers' Compensation. Nothing herein shall prevent the Board from implementing a managed care system and a "light duty" requirement in connection with its Workers' Compensation coverage.

## **ARTICLE XIX SAVINGS CLAUSE**

In the event that any provision or portion of this Agreement is invalidated by enactment of statute, decision of a court or administrative agency of competent jurisdiction, the balance and remainder of this Agreement will remain in full force and effect.

## **ARTICLE XX AGENCY SHOP AND CHECK-OFF**

**Section 1. Payroll Deductions** The Board agrees to deduct from the paycheck of each Employee who is a member of the Union and who has voluntarily signed an authorized payroll deduction card a sum certified in writing by an authorized official of the Union as the amount for monthly Union dues. These deductions shall be made on dates agreed to by the Board and the Union and sent directly to the Union office, (UPSEU ADDRESS). Other payroll deductions may be provided for, as agreed in cooperation with the Superintendent or designee(s).

**Section 2. Indemnification.** The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise or be alleged by reason of any action taken by the Board pursuant to this Article.

## **ARTICLE XXI DURATION AND HOLDOVER**

**Section 1. Duration.** This Agreement will take effect upon execution by the parties and will remain in full force and effect to and including June 30, 2023. Salary increases for 2020-2021 shall be paid retroactively to July 1, 2020 for (1) all current employees and (2) all employees who have left the Board's employ since July 1, 2017, through their last day of work for the Board.

Notwithstanding the foregoing, the Board may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) if the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under the Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113] and/or if there is any material amendment to the ACA that would substantially

increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

**Section 2. Holdover.** In the event proper notice is given pursuant to Section 1 and the Board and the Union fail to secure a successor to this Agreement prior to its scheduled expiration on June 30, 2023 or any succeeding June 30, each provision of this Agreement shall be continued in full force and effect thereafter at their levels in effect on the last day of this Agreement (June 30, 2023), or until a successor is entered into, unless prior to June 30, 2023 or any succeeding June 30, the Board and the Union have mutually agreed not to "holdover".

**DARIEN BOARD OF EDUCATION**



**David Dineen**  
**Chairperson**

1/20/21  
**Date**

**THE UNITED PUBLIC SERVICE EMPLOYEES  
UNION, DARIEN SCHOOL PARAPROFESSIONALS**



**Daniel Bonfiglio**  
**Union Representative**



**Sandra Savage**  
**Local Co-President**



**Donna Bruno**  
**Local Co-President**



**Kevin E. Boyle, Jr.**  
**UPSEU President**

\_\_\_\_\_  
**Date**



**Appendix A**  
**REGULAR HOURLY RATES OF PAY**

**Classifications and Rates of Pay**

2.00% Increase

<b>2020-21</b>	<b>1-9 years</b>	<b>10 years</b>	<b>15 years</b>	<b>20 years</b>
Group I - Instructional/Clerical	\$32.41	\$33.18	\$33.31	\$33.46
Group II - Building & Campus Monitor	25.45	26.27	26.42	26.53

2.00% Increase

<b>2021-22</b>	<b>1-9 years</b>	<b>10 years</b>	<b>15 years</b>	<b>20 years</b>
Group I - Instructional/Clerical	\$33.06	\$33.84	\$33.98	\$34.13
Group II - Building & Campus Monitor	\$25.96	\$26.79	\$26.95	\$27.06

2.25% Increase

<b>2022-23</b>	<b>1-9 years</b>	<b>10 years</b>	<b>15 years</b>	<b>20 years</b>
Group I - Instructional/Clerical	\$33.80	\$34.61	\$34.74	\$34.89
Group II - Building & Campus Monitor	\$26.54	\$27.39	\$27.55	\$27.67

All employees shall be required to participate in a direct deposit payroll.

**APPENDIX B**  
**MEDICAL PLAN SUMMARY**  
Begins on Next Page

# Your summary of benefits

Anthem Blue Cross and Blue Shield, Darien - Paraprofessionals

Your Plan: Anthem Century Preferred PPO GHSA \$2500/\$5000

Your Network: Century Preferred

*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.*

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Overall Deductible</b> <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,500 person / \$5,000 family	
<b>Out-of-Pocket Limit</b> <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$5,000 person / \$10,000 family	
<b>Preventive care/screening/immunization</b> <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	30% coinsurance after deductible is met
<b>Doctor Home and Office Services</b>  <b>Primary care visit to treat an injury or illness</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Specialist care visit</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Routine Prenatal Care</b>	No Charge	30% coinsurance after deductible is met
<b>Routine Postnatal Care</b>	No Charge	30% coinsurance after deductible is met
<b>Other practitioner visits:</b> Retail health clinic  On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions</i> ( <a href="http://www.livehealthonline.com">www.livehealthonline.com</a> )  Acupuncture <i>Covered</i>	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b>Other services in an office:</b> Allergy testing  Chemo/radiation therapy  Dialysis/Hemodialysis  Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met  30% coinsurance after deductible is met  30% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Diagnostic Services</b> <b>Lab:</b> Office  Freestanding/Site-of-Service Lab  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b>X-ray:</b> Office  Freestanding/Site-of-Service Radiology Center  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b>Advanced Diagnostic Imaging:</b> <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i> Office  Freestanding/Site-of-Service Radiology Center  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met  30% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Emergency and Urgent Care</b> <b>Urgent Care</b>  <b>Emergency Room Facility Services</b>  <b>Emergency room doctor and other services</b>  <b>Ambulance Transportation</b>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met Covered as In-Network Covered as In-Network Covered as In-Network
<b>Outpatient Mental Health and Substance Use Disorder</b> <b>Doctor office visit and Online Visit</b>  <b>Facility visit:</b> Facility fees  <b>Doctor Services</b>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met
<b>Outpatient Surgery</b> <b>Facility fees:</b> Hospital  <b>Freestanding Surgical Center</b>	0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Doctor and other services</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):</b>		
<b>Facility fees (for example, room &amp; board)</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Doctor and other services</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Recovery &amp; Rehabilitation</b>		
<b>Home health care</b> <i>Coverage is unlimited and includes home health aide.</i>	0% coinsurance after deductible is met	25% coinsurance after deductible is met
<b>Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic):</b>		
<b>Office</b> <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Outpatient hospital</b> <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Cardiac rehabilitation</b> Office  Outpatient hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b>Skilled nursing care (in a facility)</b> <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 220 days per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Hospice</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Durable Medical Equipment</b> <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Prosthetic Devices</b> <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network. Coverage for 1 wig per year.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met



# Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Pharmacy Deductible</b>	Combined with medical deductible	Combined with medical deductible
<b>Pharmacy Out of Pocket</b>	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
<b>Prescription Drug Coverage</b> <b>National Drug List</b> <i>This product has a 34-day supply is available at a Retail Pharmacy. A 90 day supply is available through Home Delivery.</i>		
<b>Tier 1 - Typically Generic</b> <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$5 copay per prescription (retail only). \$10 copay per prescription (home delivery only).	30% coinsurance after deductible (retail and home delivery).
<b>Tier 2 – Typically Preferred Brand</b> <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$35 copay per prescription (retail only). \$70 copay per prescription (home delivery only).	30% coinsurance after deductible (retail and home delivery).
<b>Tier 3 - Typically Non-Preferred Brand</b> <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$40 copay per prescription (retail only). \$80 copay per prescription (home delivery only).	30% coinsurance after deductible (retail and home delivery).

# Your summary of benefits

## Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit [sbc.anthem.com](http://sbc.anthem.com) to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

## Language Access Services:

### Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (844) 682-6553.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (844) 682-6553.

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով (844) 682-6553:

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (844) 682-6553。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (844) 682-6553 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (844) 682-6553.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (844) 682-6553.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (844) 682-6553.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(844) 682-6553 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (844) 682-6553 로 문의하십시오.

Navajo (Diné): Dii naaltsoos bika'igii lahgo bina'idilkidgo ná bohónéedzà dóó bee ahóót'i' t'áá ní nizaad k'ehj bee nil hodoonih t'aadoo bą́ąh ilinígóó. Ata' halne'igii ła' bich'i' hadeesdzih ninízingo koḡ' hodiilnih (844) 682-6553.

## Language Access Services:

**Polish (polski):** W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (844) 682-6553.

**Punjabi (ਪੰਜਾਬੀ):** ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਰੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (844) 682-6553 'ਤੇ ਕਾਲ ਕਰੋ।

**Russian (Русский):** если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (844) 682-6553.

**Spanish (Español):** Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (844) 682-6553.

**Tagalog (Tagalog):** Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (844) 682-6553.

**Vietnamese (Tiếng Việt):** Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (844) 682-6553.

### It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**Summary of Benefits**  
**Anthem Dental Essential Choice**  
**Darien BOE-Paraprofessionals**  
**Anthem Dental Complete Network**



**WELCOME TO YOUR DENTAL PLAN!**

Regular dental checkups can help find early warning signs of certain health problems, which means you can get the care you need to get healthy. So, don't skimp on your dental care, good oral care can mean better overall health!

**Powerful and easily accessible member tools.**

- **Ask a Hygienist:** Dental members can simply email their dental questions to a team of licensed dental professionals who in turn will respond in about 24 hours.
- **Dental Health Risk Assessment:** We want our dental members to better understand their oral health and their risk factors for tooth decay, gum disease and oral cancer. This easy to use online tool can help them do this.
- **Dental Care Cost Estimator:** In order to help our dental member better understand the cost of their dental care, we offer access to a user-friendly, web-based tool that provides estimates on common dental procedures and treatments when using a network dentist.
- **More Capabilities:** With our latest mobile application, Anthem Anywhere, members can find a network dentist as well as view their claims. It's available both for Android and Apple phones.

**Dentists in your plan network.**

- You'll save money when you visit a dentist in your plan network because Anthem and the dentist have agreed on pricing for covered services. Dentists who are not in your plan network have not agreed to pricing, and may bill you for the difference between what Anthem pays them and what the dentist usually charges.
- To find a dentist by name or location, go to [anthem.com](http://anthem.com) or call dental customer service at the number listed on the back of your ID card.

**Ready to use your dental benefits?**

- Choose a dentist from the network
- Make an appointment
- Show the office staff your member ID card
- Pay any deductible or copay that is part of your plan

**Need to contact us?**

See the back of your ID card for who to call, write or email.

**Your dental benefits at a glance**

The following benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your policy.

		In-Network	Out-of-Network
Annual Benefit Maximum	Contract Year		
• Per insured person		\$2,000	\$2,000
D&P applies to Annual Maximum		Yes	Yes
Annual Maximum Carryover / Carry In		No/No	No/No
Orthodontic Lifetime Benefit Maximum			
• Per eligible insured person		\$1,000	\$1,000
Annual Deductible (Does not apply to Orthodontic Services)			
• Per insured person/Family maximum	Contract Year	\$50/2X Individual	\$50/2X Individual
Deductible Waived for Diagnostic/Preventive Services		Yes	Yes
Out-of-Network Reimbursement:		90th percentile	

Anthem BCBS is the trade name for Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association

Dental Services	In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
<b>Diagnostic and Preventive Services</b> • Periodic oral exam 2 per 12 months • Teeth cleaning (prophylaxis) 2 per 12 months; w/periodontal maintenance • Bitewing X-rays: 2 sets per 12 months • Full-mouth or Panoramic X-rays: 1 per 36 months • Fluoride application: 1 per 12 months through age 19 • Space Maintainers 1 per lifetime through age 18; posterior teeth • Consultation (second opinion) 1 per 12 months	100% Coinsurance	100% Coinsurance	No Waiting Period
<b>Basic Services</b> • Amalgam (silver-colored) Filling 1 per tooth per 12 months • Composite (tooth-colored) Filling 1 per tooth per 12 months posterior (back) fillings alternated to amalgam benefit (silver-colored filling) • Brush Biopsy (cancer test) Covered, 1 per 12 months; all ages • Sealants 1 per 60 months; through age 16	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Endodontics (Non-Surgical)</b> • Root Canal and retreatments 1 per tooth per 24 months	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Endodontics (Surgical)</b> • Apicoectomy and apexification 1 per tooth per 24 months	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Periodontics (Non-Surgical)</b> • Periodontal Maintenance 4 per 12 months; w/teeth cleaning • Scaling and root planing 1 per quadrant per 24 months	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Periodontics (Surgical)</b> • Periodontal Surgery (osseous, gingivectomy, graft procedures) 1 per quadrant per 36 months	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Oral Surgery (Simple)</b> • Simple Extractions 1 per tooth per lifetime	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Oral Surgery (Complex)</b> • Surgical Extractions 1 per tooth per lifetime	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Major (Restorative) Services</b> • Crowns, onlays, veneers 1 per tooth per 60 months • Cosmetic teeth whitening Not Covered	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Prosthodontics</b> • Dentures and bridges 1 per tooth per 60 months • Dental Implants Not Covered	50% Coinsurance	50% Coinsurance	No Waiting Period
<b>Prosthodontic Repairs/Adjustments</b> • Crown, denture, bridge repairs 1 per 12 months; 6 months after placement • Denture and bridge adjustments: 2 per 12 months; 6 months after placement	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Orthodontic Services</b> • Dependent Children Only*	60% Coinsurance	60% Coinsurance	No Waiting Periods

\*Child orthodontic runs through age 19. This means that the child must have been banded prior to their 20th birthday in order to receive coverage.

**Additional Services and Programs****Anthem Whole Health Connection -Dental**

- For members with certain health conditions, additional dental benefits are available without a deductible or waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable)

**Accidental Dental Injury Benefit**

- Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, member coinsurance, or waiting periods apply

**Extension of Benefits**

- Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered

**International Emergency Dental Program**

- Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, member coinsurance, or waiting periods and won't reduce the member coverage year annual maximum (if applicable)

**Additional Limitations & Exclusions**

Below is a partial listing of non-covered services under your dental plan. Please see your policy for a full list.

**Services provided before or after the term of this coverage** - Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

**Orthodontics** (unless included as part of your dental plan benefits) including orthodontic braces, appliances and all related services

**Cosmetic dentistry** (unless included as part of your dental plan benefits) provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

**Drugs and medications** including Intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

**Analgesia, analgesic agents, and anxiolysis** nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your employee benefits booklet. In the event of a discrepancy between the information in this summary and the employee booklet, the employee booklet will prevail.

**Blue View Vision<sup>SM</sup>**  
**Darien Public Schools**  
**July 1, 2020**



**Welcome to your Blue View Vision plan!**

You have many choices when it comes to using your benefits. As a Blue View Vision plan member, you have access to one of the nation's largest vision networks. You may choose from many private practice doctors, local optical stores, and national retail stores including LensCrafters®, Target Optical®, and most Pearle Vision® locations. You may also use your in-network benefits to order eyewear online at Glasses.com and ContactsDirect.com. To locate a participating network eye care doctor or location, log in at anthem.com, or from the home page menu under Care, select Find a Doctor. You may also call member services for assistance at 1-866-723-0515.

**Out-of-Network** – If you choose to, you may instead receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement up to your maximum out-of-network allowance.

YOUR BLUE VIEW VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK	FREQUENCY	
Routine Eye Exam				
A comprehensive eye examination	\$0 copay	Up to \$50 allowance	Once every plan year	
Eyeglass Frames				
One pair of eyeglass frames	\$180 allowance, then 20% off any remaining balance	Up to \$52 allowance	Once every plan year	
Eyeglass Lenses <i>(instead of contact lenses)</i>				
One pair of standard plastic prescription lenses: <ul style="list-style-type: none"><li>Single vision lenses</li><li>Bifocal lenses</li><li>Trifocal lenses</li><li>Lenticular lenses</li></ul>	\$0 copay \$0 copay \$0 copay \$0 copay	Up to \$40 allowance Up to \$60 allowance Up to \$80 allowance Up to \$80 allowance	Once every plan year	
Eyeglass Lens Enhancements				
When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.				
<ul style="list-style-type: none"><li>Transitions Lenses (for a child under age 19)</li><li>Standard polycarbonate (for a child under age 19)</li><li>Factory scratch coating</li></ul>	\$0 copay \$0 copay \$0 copay	No allowance when obtained out-of-network		Same as covered eyeglass lenses
Contact Lenses <i>(instead of eyeglass lenses)</i>				
Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.				
<ul style="list-style-type: none"><li>Elective conventional (non-disposable)</li></ul> OR <ul style="list-style-type: none"><li>Elective disposable</li></ul> OR <ul style="list-style-type: none"><li>Non-elective (medically necessary)</li></ul>	\$150 allowance, then 15% off any remaining balance  \$150 allowance <i>(no additional discount)</i>  Covered in full	Up to \$105 allowance  Up to \$105 allowance  Up to \$210 allowance	Once every plan year	

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care doctor from your medical network. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. This benefit overview is only one piece of your entire enrollment package.

**EXCLUSIONS & LIMITATIONS (not a comprehensive list – please refer to the member Certificate of Coverage for a complete list)**

**Combined Offers.** Not to be combined with any offer, coupon, or in-store advertisement.

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

**Sunglasses.** Plano sunglasses and accompanying frames.

**Safety Glasses.** Safety glasses and accompanying frames.

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

**Lost or Broken Lenses or Frames.** Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

**Non-Prescription Lenses.** Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

**Orthoptics.** Orthoptics or vision training and any associated supplemental testing.



# OPTIONAL SAVINGS AVAILABLE FROM BLUE VIEW VISION IN-NETWORK PROVIDERS ONLY

In-network Member Cost  
(after any applicable copay)

Retinal Imaging - at member's option can be performed at time of eye exam

Not more than \$39

## Eyeglass lens upgrades

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

o Transitions lenses (Adults)	\$75
o Standard Polycarbonate (Adults)	\$0
o Tint (Solid and Gradient)	\$15
o UV Coating	\$15
o Progressive Lenses <sup>1</sup>	
o Standard	\$0
o Premium Tier 1	\$0
o Premium Tier 2	\$0
o Premium Tier 3	\$0
o Premium Tier 4	\$0
o Anti-Reflective Coating <sup>2</sup>	
o Standard	\$45
o Premium Tier 1	\$57
o Premium Tier 2	\$68
o Premium Tier 3	\$85
o Other Add-ons	20% off retail price

## Additional Pairs of Eyeglasses

Anytime from any Blue View Vision network provider.

o Complete Pair	40% off retail price
o Eyeglass materials purchased separately	20% off retail price

## Eyewear Accessories

o Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
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## Contact lens fit and follow-up

A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.

o Standard contact lens fitting <sup>3</sup>	Up to \$55
o Premium contact lens fitting <sup>4</sup>	10% off retail price

## Conventional Contact Lenses

o Discount applies to materials only	15% off retail price
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<sup>1</sup> Please ask your provider for his/her recommendation as well as the available progressive brands by tier.

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

<sup>3</sup> Standard fitting includes spherical clear lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

<sup>4</sup> Premium fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

Discounts are subject to change without notice. Discounts are not 'covered benefits' under your vision plan and will not be listed in your certificate of coverage. Discounts will be offered from in-network providers except where state law prevents discounting of products and services that are not covered benefits under the plan. Discounts on frames will not apply if the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Some of our in-network providers include:



## ADDITIONAL SAVINGS AVAILABLE THROUGH ANTHEM'S SPECIAL OFFERS PROGRAM\*

Savings on items like additional eyewear after your benefits have been used, non-prescription sunglasses, hearing aids and even LASIK laser vision correction surgery are available through a variety of vendors. Just log in at [anthem.com](http://anthem.com), select discounts, then Vision, Hearing & Dental.

\* Discounts cannot be used in conjunction with your covered benefits.

## OUT-OF-NETWORK

If you choose to receive covered services or purchase covered eyewear from an out-of-network provider, network discounts will not apply and you will be responsible for payment of services and/or eyewear materials at the time of service. Please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. To download a claim form, log in at [anthem.com](http://anthem.com), or from the home page menu under Support select Forms. Click Change State to choose your state, and then scroll down to Claims and select the Blue View Vision Out-of-Network Claim Form. You may instead call member services at 1-866-723-0515 to request a claim form.

To Fax: 866-293-7373  
To Email: [oonclaims@eyewearspecialoffers.com](mailto:oonclaims@eyewearspecialoffers.com)  
To Mail: Blue View Vision  
Attn: OON Claims  
P.O. Box 8504  
Mason, OH 45040-7111

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