

WORKING AGREEMENT
Between
MILFORD BOARD OF EDUCATION
And
MILFORD FEDERATION OF PARAEDUCATORS
September 1, 2020 — August 31, 2023

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THIS AGREEMENT IS MADE AND ENTERED INTO as of this 1st day of September, 2020, by and between the Milford Board of Education (hereinafter referred to as the "Board") and the Milford Federation of Paraeducators (hereinafter referred to as the "Federation")

WHEREAS, Connecticut Public Law recognizes the procedure of collective bargaining as a peaceful, fair, and orderly way of conducting relations between municipal employees and their employer; and

WHEREAS, the Special Education Classroom Teacher Aides, Compensatory Education Instructional Aides, Special Education Resource Room Instructional Aides and E.S.O.L. Instructional Aides, Regular Education Classroom Teacher Aides, and full-time One-to-One Aides, ISS Monitors, Van Drivers and Job Coaches, employed by the Milford School System selected as their sole representative the Federation, resulting in the Federation becoming the exclusive bargaining representative for all those employees employed as Aides, herein referred to as Paraeducators, in the classification described above in the unit; and

WHEREAS, the Board and its designated representative have met with representatives of the Federation and have fully considered and discussed amongst themselves, salaries/wage schedules, working conditions, personnel policies and other conditions relative to employment, it is agreed as follows:

ARTICLE I

RECOGNITION

- 1.1 The Board recognizes the Federation as the exclusive bargaining representative for all employees in the classifications designated as Special Education Classroom Teacher Aides, Compensatory Education Instructional Aides, Special Education Resource Room Instructional Aides, Regular Education Classroom Teacher Aides, E.S.O.L. Instructional Aides and full-time One-to-One Aides, ISS Monitors, Van Drivers and Job Coaches for the purpose of negotiating with respect to salaries/wage schedules, fringe benefits and other conditions relative to employment.
- 1.2 The term "employee" as used in this Agreement shall mean all Special Education Classroom Teacher Aides, Compensatory Education Instructional Aides, Special Education Resource Room Instructional Aides, Regular Education Classroom Teacher Aides, E.S.O.L. Instructional Aides and full-time One-to-One Aides, ISS Monitors, Van Drivers and Job Coaches who are employed by the Board.
- 1.3 The employees employed as aides in this bargaining unit are non-certified persons employed by the Board whose assignment and responsibilities consist of assisting a certified teacher pursuant to the job descriptions as outlined in Appendices B.

ARTICLE II WORKING CONDITIONS

- 2.1 Notification of Employment: The Board shall give notice no later than the last day of school to any employee whose job is being discontinued for the following school year.
- 2.2 Work Year:
Each employee may attend one full day of professional development activities prior to the start of school. This day is in addition to the current 181 day school calendar. Employees who attend will be paid for the extra day.
- 2.3 Work Hours:
- A. The hours of work for all employees covered by this Agreement will be established by the needs of the school system as determined by the Superintendent of Schools. The starting and dismissal times for all employees will be established by the Superintendent of Schools. However, it is understood that the annual salaries/wage schedule in Appendix A is based on 181 school days and no more than six and three-quarter (6 & 3/4) hours per day including a 30 minute unpaid lunch period as defined in Article 2.3.D.
 - B. On those days when certified professional employees are dismissed early (e.g., before Thanksgiving) paraeducator employees will be allowed to leave when the certified professionals are dismissed, or paraeducators may, at their option, leave early and use personal leave or take a deduction in pay.
 - C. Employees shall attend meetings, workshops and other functions of the program as required by the Principal or the Administrator, not to exceed one hour per calendar month.
 - D. Every employee will be given a duty-free lunch period of not less than thirty (30) minutes.
 - E. Employees who are required to use their personal vehicles for work related duties shall receive mileage reimbursement consistent with the IRS rate.
 - F. Employees will be provided with a paid 15-minute duty-free break per day.
 - G. ELL Paraeducators shall be granted thirty (30) minutes per day of preparation time to be used at their discretion and consistent with their assignment.

- H. On days when certified professional employees have afternoon profession development workshops, if no workshops are scheduled for Paraeducators, Paraeducators may leave early and use personal time or take the hours with no pay.

ARTICLE III NON-DISCRIMINATION

- 3.1 The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, age, sex, handicapping condition, marital status, or any other legally protected class, or membership or participation or association with the activities of the Federation.

ARTICLE IV GRIEVANCE PROCEDURE

- 4.1 A grievance shall mean a complaint by an employee that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement, established policy, or written practice affecting the employee. As used in this section the term "employee" shall mean either (1) an individual employee; (2) a group of employees having the same grievance, or (3) the Federation. In all cases, the Federation shall be provided copies of the grievance and of the written responses thereto. Federation grievances shall be processed commencing with Step 2.
- 4.2 Grievances brought regarding violations of established policy or written practice affecting the employee shall be processed through Step 3 only. Grievances shall be processed in the following manner:

Step 1: The employee shall first discuss the grievance with the immediate supervisor (the Principal or his/her designee, the Director of Pupil Personnel, or Director of Compensatory Education as appropriate) with the object of resolving the matter informally. In the event the matter is not adjusted to the grievant's satisfaction within five (5) school days after the meeting, the grievance shall be submitted in writing to the immediate supervisor. The grievance shall contain a statement of the facts, the remedy requested and a reference to that provision of the agreement which the employee claims has been violated. The employee's supervisors (which shall include the Principal or his/her designee and the Director of Pupil Personnel or the Director of Compensatory Education and his/her designee) shall then meet with the employee (and a Federation representative, if requested by the employee). A written decision shall be rendered by the supervisor(s) within five (5) school days of the submission of the grievance to the supervisor(s).

Step 2: If the grievance is not settled at Step 1, the employee may within ten (10) school days of the receipt of the decision of the supervisors appeal in writing to the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall meet with the employee (and a Federation representative, if requested by the employee) within ten (10) school days of the receipt by the Superintendent of the employee's appeal. The Superintendent shall render a written decision within five (5) school days of the meeting.

Step 3: If the grievance is not settled at Step 2, the employee may appeal in writing to the Board, or its designated Committee. The Board or its designated Committee shall meet with the employee (and a Federation representative if requested by the employee) within thirty (30) school days of the receipt of the appeal by the Board. The Board shall render a written decision within ten (10) school days of the meeting.

Step 4: In the event the grievance is not settled at Step 3, the Federation may within ten (10) days of receipt of the decision by the Board submit the grievance to arbitration by the American Arbitration Association and shall so notify the Board in writing of its intent to seek arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association. The Arbitrator shall have no power to add to or delete from or modify in any way the provisions of this Agreement. The decision of the Arbitrator shall be binding upon both parties. Any and all costs for arbitration shall be borne equally by both parties.

- 4.3 Any grievance as defined above, not presented for disposition through the grievance procedure set forth above within twenty (20) school days of the occurrence of, or the employee's knowledge of the occurrence of the condition giving rise thereto shall be waived and shall not thereafter be considered as a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limit shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent of Schools and the Federation.

ARTICLE V SALARIES/WAGE SCHEDULE

- 5.1 Wages shall be paid in accordance with Schedule A which is attached hereto and made a part hereof. Compensation shall be calculated on an hourly basis based

upon hours actually worked plus any applicable paid leave, such as sick leave, vacation and holiday pay.

- 5.2 Employees shall have his/her paycheck deposited directly to the banking institution of his/her choice.
- 5.3 Each employee shall advance one step on the wage schedule at the beginning of 2020/21. There shall be no step movement for 2021/22 or 2022/23.
- 5.4 Service equivalent of one half a year or more during any school year shall be credited as a full year for salaries/wage purposes.
- 5.5 Any employee who voluntarily leaves employment (other than layoff) and returns to employment shall be paid at the last rate of pay if the employee returns in the same school year.
- 5.6 A new hire may be hired up to Step 2 of the salaries/wage schedule in effect for the year in which he/she is hired dependent on qualifications, education and experience such as, but not limited to, the following:
 - A. 3-5 years as a full time previous paraeducator in the Milford Public Schools
 - B. 3-5 years as a full time paraeducator in another public school district
 - C. Retired teacher
- 5.7
- 5.7 A.
 - A paraeducator who is a Certified Registered Behavior Technician and is performing the duties of such will receive a stipend of \$750.00. (These individuals are designated by the Special Education Supervisor.) Any assignment of this nature will be prorated should the assignment begin or end during the course of the school year.
 - B.
 - A paraeducator who is required to have special training (for example, ABA, Braille, sign language, PMT) and who is performing such duties on a daily basis, will receive a stipend of \$400 at the end of the school year. (These individuals will be identified by the Special Education Supervisors) Any assignment of this nature will be prorated if the assignment begins or ends during the school year.
 - C.
 - A paraeducator who is assigned to the position of Job Developer will receive a stipend of \$350.00. (These individuals are designated by the Special Education Supervisor.) Any assignment of this nature will be prorated should the assignment begin or end during the course of the school year.

D. A paraeducator who is assigned to the position of Job Coach will receive a stipend of \$350.00. (These individuals are designated by the Special Education Supervisor.) Any assignment of this nature will be prorated should the assignment begin or end during the course of the school year..

E. A medically fragile student is a student with a medical diagnosis that not only requires specialized training, but requires the staff member to lift the child, transport the child, and physically assist the child in activities of daily living throughout the work day. A paraeducator who is assigned to work with the same medically fragile student for an entire school year will receive a stipend of \$350 at the end of that school year. (These individuals will be designated by the Special Education Supervisors.) Any assignment of this nature will be pro-rated should the assignment begin or end during the course of the school year.

ARTICLE VI FRINGE BENEFITS

6.1 Health Insurance

- A.) The Board will provide the following health insurance coverage for the employee (who works 30 hours per week or more) and his/her eligible dependents. A summary of the benefits provided is attached as Appendix I; however, reference should be made to the plan document for a more complete explanation of coverage and benefits:
1. The Board shall offer coverage under the Anthem Lumenos high deductible health plan (HDHP) with a health savings account (HSA) with deductibles of \$2,000 (individual)/\$4,000 (two person and family) funded 50% by the Board. The first year an employee enters the HDHP the Board portion of the deductibles will be funded fully at the beginning of the year; thereafter, it will be funded half on July 1, and half on January 1 of each contract year. Except for prescription co-pays, the plan will pay 100% in network once the deductibles are met. There shall be a 20% out of network coinsurance.
 2. Prescription coverage, \$5, \$25, and \$40 co-pay, unlimited annual benefit; one and one-half (1.5) month's co-pay for mail-in prescriptions.
 3. Connecticut Blue Cross Full Service Dental Plan with Riders A, B, C & D for employees and their eligible dependents.
 4. The cost for the above insurance shall be:
 - a.) Effective September 1, 2020, the Employee will pay twelve (12%) percent of the cost of coverage.

- b.) Effective September 1, 2021 the Employee will pay twelve and one-half (12.5%) percent of the cost of coverage.
 - c.) Effective September 1, 2022, the Employee will pay thirteen (13.0%) percent of the cost of coverage.
- B.) The Board reserves the right to provide substantially equivalent coverage with insurance companies other than those listed above provided the Board notifies the Federation of any such changes and grants the opportunity to meet and confer.
- C.) The parties agree to bargain regarding the impact of implementation of any state and federal law regarding health insurance changes.

6.2 Life Insurance

The Board shall provide term life insurance (employee only) in the amount of \$20,000.00.

6.3 Retirement Planning

- A. Effective July 1, 2001, the Board shall implement a §401(a) defined Contribution plan pursuant to which the Board will match employee contributions up to a maximum of 5% per year of the employee's base pay; effective September 1, 2018 contributions will be matched up to a maximum of 6%.
- B. The Board will provide Life Insurance for retirees in the amount of \$5,000 at the Board's cost. Employees hired after September 1, 2011 shall not be eligible to receive retiree life insurance.
- C. With 15 years of continuous full time service as a para, and at age 60 and up until age 65, a para can purchase medical insurance coverage which is the same as active employees for spouse (if spouse has been covered during active service) and self at 50% of the premium. The board will pay for the remainder.

All bargaining unit employees hired on or after September 1, 2020, with at least 15 years of continuous full time service as a Paraeducator from ages 60 up to age 65 can purchase medical coverage which is the same as active employees for themselves only, at 50% of the cost. The Board will pay the remainder.

ARTICLE VII LEAVES OF ABSENCE

7.1 Sick Leave

- a) All employees shall accrue fifteen (15) days of sick leave with full pay each school year in the case of a bona fide illness or injury which disables the employee from working. Sick leave may not be used for medical appointments.
- b) Unused sick leave may be accumulated from year to year up to a maximum of 160 days for use in subsequent years.
- c) In the case of prolonged illness beyond five (5) consecutive days, an employee shall be required to furnish to the Board a medical certificate stating the nature of the illness.
- d) Employees with available accumulated sick days may voluntarily donate a maximum of two (2) of their sick days per year on behalf of another member(s) of the bargaining unit who has no sick time available and suffers a long term absence due to a serious illness. Employees may not reduce their own sick day accumulation below 30 days in the implementation of this procedure. The president of the bargaining unit (or designee) will coordinate this effort for each incident with the Payroll Office, however, the Board shall administer the plan. Requests to utilize donated sick leave shall be submitted in writing with proof of the serious illness for Board approval and on forms provided by the Board.
- e) Effective September 1, 2011, any prior practice of paying employees the difference between workers' compensation and salary/wages, as opposed to just receiving workers' compensation benefits, shall be discontinued.

7.2 Severance

- A. All employees and or the estate of same will be eligible to receive severance pay on retirement or death for unused sick leave days that the employee accumulates but does not use. The formula shall be as follows:

For each sick leave day unused at the date of retirement or death, the employee or his or her estate shall receive the equivalent of one-half (1/2) the total number of unused sick leave days.
- B. To be eligible for the severance payment in accordance with this section, an individual shall have been employed by the Board (1) before September 1, 2014 and (2) have for at least ten (10) years at the time of retirement or death and have a combined age of service of at least sixty.

- C. Effective September 1, 2004 payment for each unused sick day will be calculated at the per diem rate, based on 181 days, of the employees annual salary/wage as of the date of retirement or death.

7.3 Jury Duty

An employee who is called to jury duty shall try to have this service deferred to a time that will not conflict with his/her job obligation. If the employee must serve, he or she shall be granted the necessary leave to fulfill this obligation and shall receive full salary/wage during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to the employee for such jury duty.

7.4 Bereavement Leave

An employee shall be entitled to bereavement leave with full pay and at no loss of sick leave as follows:

- A. In the event of a death in the immediate family an employee shall be entitled to four (4) days leave. Immediate family is defined as the wife, husband, father, mother, son, daughter, sister, brother, child, step-child, mother-in-law, father-in-law, grandfather or grandmother, grandchild, or member of his/her immediate household.
- B. An employee may be entitled to one (1) days leave to attend a funeral for those family members outside of the immediate family.

- 7.5 Employees shall be entitled to three (3) personal days per year. Personal days provide employees the opportunity to conduct personal business which cannot be handled outside of the workday. Personal days may not be attached to a vacation, nor more than two days taken consecutively, unless requested in writing and approved by the Superintendent for good cause.

7.6 Maternity Leave

- A. An employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months.
- B. Leave shall begin when in the opinion of her doctor, the employee is no longer physically able to work, or upon confinement, whichever comes first. Accumulated sick leave shall be available for use during periods of such disability; provided, however, such sick leave shall not be available

upon the expiration of six (6) weeks after the delivery of a child, except as outlined in paragraph 3 of this subsection.

- C. Any employee who remains physically unable to work beyond a period of six (6) weeks past the date of delivery shall be required to prove the disability through a doctor's certification of inability to return to work due to physical illness or disability. If such continued disability is not proven, then the leave taken past the six (6) week period shall be made leave without pay.
- D. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto, provided application is made to the Board and the Board, in its discretion, grants that application. Said leave will be without pay.
- E. Upon signifying intent to return, an employee shall be reinstated to her original job or to an equivalent position with equivalent pay.

7.7 Required Health Department Absences

If a paraprofessional is required to be absent because of a local or state health department recommendation associated with a health condition related to contact in school, the absence will not be charged against the paraprofessional's sick leave. The Board reserves right to place the paraprofessional in an alternative educational setting.

- 7.8 Employees who show a pattern of calling out sick on early release days may be requested to provide a doctor's note upon their return to work.

ARTICLE VIII LEAVES OF ABSENCE WITHOUT PAY

- 8.1 Leaves of absence without pay may be granted by the Board for a limited definite period not to exceed one year, for the following reasons:
- (A) Health reasons, upon the advice of a physician.
 - (B) Childrearing leave.
 - (C) Other valid reasons, subject to the review and recommendations of the Superintendent.
- 8.2 Application for such leave of absence must be made to the Superintendent of Schools in writing, (on Request for Long Term Absence form) stating the reasons for the request and the length of time desired and approved by the Superintendent of Schools and/or the Board of Education.

- 8.3 A leave of absence automatically expires at the date of the expiration approved for the leave.
- 8.4 If an extension of the leave is required, a written application must be made to the Superintendent of Schools and be approved by the Board.
- 8.5 It is expected that, as far as possible, leave will be arranged so as to begin or end at the close of a school year.
- 8.6 An employee absent on an authorized leave of absence shall retain all accumulated seniority and may retain insurance benefits at the employee's sole cost and expense.

ARTICLE IX VACANCIES AND TRANSFERS

- 9.1 Whenever an opportunity for a transfer occurs during the school year for a permanent position as a result of a vacancy or if new openings occur, a notice of such opening shall be posted via the Milford Board of Education Web Site and on the bulletin boards in each school and a copy sent to the Federation. A temporary position of one year or less is not required to be posted unless the position is still in existence at the beginning of the next school year at which time the job shall be posted and considered a vacancy.
- 9.2 Such posting shall be for a period of not less than (7) calendar days. During summer vacations, such postings shall be mailed to the local co-presidents in a timely fashion. Laid off employee with recall rights shall be placed in any vacant positions before the hiring of any external candidates.
- 9.3 During this period, employees who wish to apply for a vacancy or new position may do so through the AppliTrack (frontline) system or any replacement thereof.
- 9.4 All vacancies and new openings shall be filled by qualified persons as determined by the Director of Human Resources or his/her designee. The Director or his/her designee shall consider seniority as a factor in determining qualifications and will not be arbitrary or capricious in his determination of filling vacancies or new positions.
- 9.5 Before an involuntary transfer is made, consideration will be given first to those employees who have expressed a desire to transfer.

- 9.6 When an involuntary transfer is necessary, the transfer shall be made only after a meeting between the employee and a designee of the Superintendent at which time the employee will be notified of the reasons for the transfer. The employee may have a Federation representative present at such a meeting.
- 9.7 If the Board determines that it shall conduct any summer school sessions and the need for paraeducators becomes necessary, the Board shall post said vacancies and hire bargaining unit paraeducators by seniority and qualification.

ARTICLE X SENIORITY AND LAYOFFS

- 10.1 In the event that layoffs become necessary, long term substitutes shall be laid off first, followed by the Paraeducator with the least seniority within the bargaining unit shall be laid off first.
- 10.2 A full-time employee who has one year or more of continuous service who is laid off due to a reduction in force shall be permitted to exercise his/her seniority rights to replace an employee who has the least seniority in the bargaining unit provided that the employee is qualified for the position as determined by the Superintendent or his designee on the same basis as Article 9.4 above. In the event that a number of positions are available, said employee with the greater amount of seniority shall have the choice of available positions. If such layoff results in a transfer of an employee, said employee must be qualified for the position. When employees are to be recalled, the first to be recalled shall be those last laid off, provided that such employee recalled is qualified for the position available.
- 10.3 Seniority shall be defined as an employee's continuous length of service as a member of the paraeducator bargaining unit from said employee's most recent date of hire, regardless of hours worked.
- 10.4 Seniority shall not diminish during any period of layoff during which a person has recall rights.
- 10.5 The names of laid off employees shall be placed on a recall list for a period of one year from the date of layoff, and said employees shall be recalled on the basis of length of service.
- 10.6 Employees who are recalled to employment shall be entitled to reinstatement of sick days and length of service credit.
- 10.7 Any person recalled who refuses a position will be placed on the bottom of the recall list. Personnel who are re-employed from the recall list shall be entitled to reinstatement of sick days, length of service credit and placement on the salaries/wage schedule above the level held when laid off, if such layoff takes

place at the end of the school year. If layoff and re-employment transpire within the same school year, employees shall be entitled to placement on the same pay level as when they were laid off.

- 10.8 Prior to a Board decision which would result in a layoff of any employee, the Federation will be given written notice of such layoff and the opportunity to discuss such layoff with the Board.

ARTICLE XI PERSONNEL FILE

- 11.1 The employee shall upon request be given the opportunity to make an appointment in the Human Resources Department to review the contents of his/her personnel file.
- 11.2 Each employee shall receive, upon request, a copy of all items contained in his/her personnel file.
- 11.3 The employee shall have the right to reply to any document contained in the personnel file with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the personnel file.

ARTICLE XII DISCIPLINE AND DISCHARGE

- 12.1 All disciplinary actions shall be applied in a fair manner and shall be for just cause. Disciplinary action shall include (a) a verbal warning; (b) a written warning; (c) a suspension with or without pay and (d) discharge. Whatever disciplinary action the Board deems appropriate, the parties recognize that the merits of a given situation play an important role in determining what action is appropriate and as such it is not the intent of the parties that all discipline will follow the order of steps cited above. All disciplinary action will be recorded in the employee's personnel file and may be appealed through the grievance procedure.

ARTICLE XIII FEDERATION RIGHTS

- 13.1 The Board agrees to deduct an initiation fee, monthly dues or service fee, as specified by the Federation, from the wages of all employees covered by the Agreement provided however, that the Board has been duly authorized by the employee to make such deduction. The Federation agrees to defend, indemnify and hold the Board harmless in connection with any and all claims arising out of deductions made pursuant to this article.

- 13.2 The Board shall make available to the Federation, upon its request, informational statistics and records necessary for the implementation of the terms of this Agreement or for negotiating a successor Agreement, to the extent to which such material is available or is reasonably attainable, subject to any limitations against such disclosure as provided by statute or regulation.

13.3 Copies of Agreement

The Board agrees to give the Federation copies of the collective bargaining agreement for each member of the bargaining unit and a reasonable number for its own use.

13.4 Bulletin Boards

Where available, space on a bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Federation for the posting of official Federation notices or announcements. Such notices shall be identified by a signature of an officer or stamp of the Federation.

13.5 Authorized Union Functions

Union officers and/or delegates shall be granted leave with pay not to exceed three (3) days total, each year to attend officially sponsored meetings, conferences or conventions, providing no compensation for lost time is received by the employee from the Federation. Prior notification of such leave of absence must be given to the Superintendent.

**ARTICLE XIV
MISCELLANEOUS**

- 14.1 Newly hired employees shall be provided a copy of their specific job description.
- 14.2 Principals shall have a copy of all employee job descriptions. Employees shall have access to all job descriptions.
- 14.3 All Paraeducators are required to punch in when they report to work, and punch out at the end of the work day. Paraeducators who are authorized to take a lunch break shall not be required to punch in and out for lunch. The hours will be deducted from their time record.
- 14.4 The Board will pay for any and all DOT certified medical exams for Van Drivers.

**ARTICLE XV
SAVINGS CLAUSE**

- 15.1 If any provision of this Agreement 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, and any substitute action shall be subject to appropriate consultation and negotiation with the Federation.

- 15.2 In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
- 15.3 This Agreement incorporates the entire understanding of the parties on all subjects included. During the term of the Agreement, neither party shall be required to renegotiate any such subject. As to matters not included, the Board agrees: to make no change in an existing policy which would infringe on an included item.

ARTICLE XVI **RESIGNATION**

An employee wishing to terminate employment with the Board is requested to submit two (2) weeks prior written notice of resignation to the Superintendent of Schools. The parties recognize that this is a statement of intent and no penalty shall be administered if two (2) weeks' notice is not given.

ARTICLE XVII **NO STRIKE**

The parties agree that employees shall be prohibited from the right to strike pursuant to Connecticut General Statute §7-475.

ARTICLE XVIII **PAST PRACTICE**

Existing practices and policies in effect prior to this Agreement shall be maintained unless revised herein.

ARTICLE XIX **MANAGEMENT RIGHTS**

It is recognized that the Board has and will continue to retain whether exercised or not, the sole right, responsibility and prerogative to direct the operations of the public schools in the City of Milford in all its aspects, including but not limited to the following: to maintain public schools and such other educational activities as in its judgment will best serve the interests of the students of Milford, to determine the type of work to be performed; to assign all work to employees or other persons; to determine schedules and hours of work, to select, hire and reclassify employees; including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education; to discharge or otherwise discipline any employee for just cause, to promote, transfer and lay off employees, to maintain the efficiency of the operations of

the school system, to determine the content and have discretion over the organization and technology of performing its work and fulfill all its legal responsibilities. These rights, responsibilities and prerogatives are not subject to delegation, in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to any of its rights, responsibilities and prerogatives, other than as specifically provided for elsewhere in the Agreement shall be subject to the grievance provision of the Agreement.

ARTICLE XX PROBATIONARY EMPLOYEES

Newly hired employees shall be considered probationary for a period of 90 work days from the date of hiring, unless extended in writing by the mutual agreement of the parties. Such employee may be discharged or disciplined at the will of the Board during such probationary period and no action of the Board to such employee shall be subject to recourse by either the employee or the Union, nor to grievance or arbitration procedures or other controls by the Union on behalf of the employee. After the completion of the probationary period as aforesaid, all employees shall acquire seniority as of date of hire.

ARTICLE XXI EVALUATION

An employee shall receive at least one written evaluation per year in association with an evaluation conference according to procedures established by the Board and the Federation. An employee shall have the right to comment about any aspect of his/her evaluation and to add such comment to the evaluation at the time of the evaluation conference. An evaluation of an employee can be made by the Principal and/or any Administrator of the special education program. The evaluation shall become part of the employee's personnel file.

ARTICLE XXII CLASS COVERAGE

In accordance with Appendix C, in the event of the absence of a supervising teacher, the employee shall be compensated at the employee's regular rate of pay plus \$10.50 an hour or part thereof. For the purposes of this paragraph, the employee's rate of pay shall be at the rate of one one hundred eight-first (1/181st) the employee's annual salary.

ARTICLE XXIII
LONGEVITY

All eligible employees hired prior to July 1, 2001 shall receive a \$600 annual longevity payment.

Employees hired on or after July 1, 2001, shall not be entitled to longevity payments.

ARTICLE XXIV
TUITION ASSISTANCE

24.1 A. Employees will be reimbursed \$100 per course to a maximum of \$500.00 per fiscal year, with a passing grade of C or better. Employees with more than 60 college credits or an Associates Degree are not eligible for this benefit.

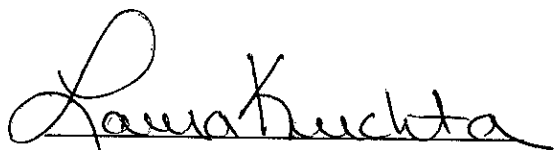
B. Employees who wish to take preparation course offered through ACES for the Parapro Assessment Test will be reimbursed up to a maximum of \$100.00 toward these workshops.

ARTICLE XXV
DURATION

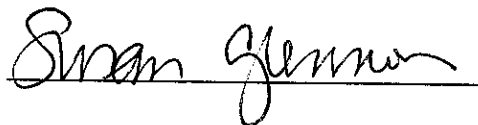
This Agreement shall be effective as of September 1, 2020, and shall continue in force and effect through August 31, 2023.

Dated this 24th day of August, 2020 at Milford, Connecticut.

MILFORD FEDERATION OF
PARAPROFESSIONALS



MILFORD BOARD OF
EDUCATION



APPENDIX A SALARIES/WAGE SCHEDULE

Paraeducator I				
	2020/21	2021/22	2022/23	
Step	(2.25%)	(2.25%)	(2.25%)	
1	\$15.52	\$15.87	\$16.23	
2	\$16.85	\$17.23	\$17.62	
3	\$18.19	\$18.60	\$19.02	
4	\$19.86	\$20.30	\$20.76	
5	\$21.52	\$22.01	\$22.50	
6	\$24.80	\$25.35	\$25.92	

Paraeducator II				
	2020/21	2021/22	2022/23	
Step	(2.25%)	(2.25%)	(2.25%)	
1	\$15.83	\$16.18	\$16.55	
2	\$17.19	\$17.57	\$17.97	
3	\$18.54	\$18.96	\$19.38	
4	\$20.23	\$20.69	\$21.16	
5	\$21.95	\$22.45	\$22.95	
6	\$25.29	\$25.86	\$26.44	

NOTE: Effective September 1, 2020 only, employees who are not already at Step 6, shall advance one step. Employees shall not advance a step for 2021-22 or 2022-23.

**APPENDIX B
JOB DESCRIPTIONS**

MILFORD PUBLIC SCHOOLS JOB DESCRIPTION

POSITION TITLE: PARAPROFESSIONAL

PAY GRADE: PARA I or PARA II
UNION: PARAPROFESSIONAL

CLASS DEFINITION AND SUMMARY:

The job of "Paraprofessional" is done under the direct or indirect supervision of a licensed staff member for the purpose/s of assisting in the instruction and supervision of students. Employees in this classification do not supervise others.

ESSENTIAL TASKS OF THE POSITION:

- Assists licensed/certified staff members for the purpose of instructing and supporting students, individually and in small groups, by implementing lesson plans, instructional activities; administering tests; or other required support as directed by licensed/certified staff.
- Monitors and responds to individual student needs, classroom and/or playground activities for the purpose of providing a safe and positive learning environment.
- Follows and supports students' Behavior Intervention Plans.
- Provides personal care and assistance to students for the purpose of helping students to access their education, which may include toileting, personal hygiene, feeding, positioning, and mobility.
- Performs functions directly related to the instructional assignment for the purpose of instructing students (i.e. preparing materials, instructional records for student files, data collection, and proofreading IEPs).
- Maintains regular and appropriate attendance and is on time for assignment(s) for the purpose of meeting the needs of the students and the district.
- Participates in various meetings for the purpose of sharing information and/or improving one's skills/knowledge.
- Performs other duties and tasks as delegated by the Principal and/or Pupil Personnel Services Supervisor or Director.

KNOWLEDGE, SKILLS AND ABILITIES:

Skills to perform instructional activities, communicate with parents, students, staff and community, basic arithmetic calculations, operate standard office equipment, use English in verbal and written grammar, punctuation, and spelling, and perform basic clerical functions.

Knowledge of principles of child development, instructional processes.

Ability to sit and/or stand for prolonged periods, understand and carry out oral and written instructions, maintain confidentiality of student records, meet schedules and deadlines, read/interpret/apply rules, regulations, policies, rapidly learn methods and materials used in a variety of instructional situations.

To be physically able to perform the duties associated with the position.

QUALIFICATIONS:

TRAINING AND EXPERIENCE:

- Associates degree or High Diploma or equivalent and passing score on Parapro Assessment Test.
- Prior job related experience paid or volunteer with school age children.

OTHER REQUIREMENTS:

- Background check required
- Screening for Tuberculosis (TB) required

REPORTS TO:

Principal or designated Administrator

WORK YEAR:

Per Paraprofessional Contract

Revised 3/25/03, 9/15/06, 11/1/10, 11/17/2014

MILFORD PUBLIC SCHOOLS JOB DESCRIPTION

POSITION TITLE: Paraeducator Job Coach

UNION: Paraprofessional

SUMMARY/GOAL OF POSITION:

Under the direction of certified special education staff or building administrators, assist special education high school students in securing employment and adapting to the workplace according to their IEP's.

ESSENTIAL TASKS OF THE POSITION: (Illustrative, not inclusive)

- Meet with students on a one-to-one basis to identify job interests.
- Communicate with parents regarding identified job interests and transportation considerations and/or limitations.
- Review students Interest Inventory from guidance department for aptitude and interest information as trained by Special Education teacher(s).
- Coordinate efforts with Youth Employment and Training and Guidance for possible job openings.
- Assist students in completing employment applications and practicing interview techniques.
- Solicit area employers regarding job openings and to set up interviews for students.
- Initiate contacts with new employers and promotes and markets student employment options with them.
- Accompany students to interviews and job sites.
- Supervise students on the job when necessary to assist them in becoming familiar with job responsibilities, employment requirements, and general workplace behavior.
- Familiarize students with transit system when necessary.
- Maintain comprehensive documentation on each student regarding dates, times, activities, and accomplishments regarding job interests, interviews, and placements. Documents and charts all student progress. Reports same to Special Education teacher(s).
- Communicates on a regular basis with employers, students, parents and teachers concerning progress on the job.
- Responsible for quality and quantity of own work as assigned.
- Responsible for outreach to area employers and students placements for employment.
- Performs other duties and tasks as delegated by the Principal and/or Pupil Personnel Services Supervisor or Director.

KNOWLEDGE, SKILLS AND ABILITIES:

- Competency in the basic subject areas of reading, writing, and mathematics.
- Ability and temperament to work with students and their parents regarding employment issues.
- Ability to communicate with area employers and secure employment options for students.
- Flexibility to travel to job sites to meet with students and employers.
- Must have own transportation.

QUALIFICATIONS:

Graduation from High School required; Associates degree/60 college credits or passing score on ParaPro Praxis preferred.

PHYSICAL REQUIREMENTS:

Walking, standing, bending, and sitting, occasionally for extended periods of time at job sites with students.

OTHER REQUIREMENTS:

- Background check required
- Screening for Tuberculosis (TB) required

REPORTS TO:

Special Education Teacher, Supervisor, and/or building administrator.

WORK YEAR:

Per Union Contract

11/17/2014

**MILFORD PUBLIC SCHOOLS
JOB DESCRIPTION**

POSITION TITLE: VAN DRIVER

PAY GRADE: Per Union Contract

UNION: Paraprofessional

SUMMARY/GOAL OF POSITION:

Under general supervision, drives Milford Public School vehicles to transport special education students to and from school, home, work sites and field trips.

ESSENTIAL TASKS OF THE POSITION: (Illustrative, not inclusive)

- Transport special education students to and from various locations
- Submits daily transportation reports and other reports as necessary
- Conforms to safety standards as prescribed
- Performs other tasks related to the position as assigned

KNOWLEDGE, SKILLS AND ABILITIES:

- "V" endorsement on Driver's license required
- Ability to read, comprehend, and apply laws, rules and regulations pertaining to driving school vans
- Ability to effectively communicate safety rules/procedures and what consists of acceptable/unacceptable behavior to students
- Ability to complete records as required
- Ability to work cooperatively with employees, students, and the public
- Ability to recognize and report hazards and apply safe work methods

QUALIFICATIONS

- "V" endorsement on driver's license – Required and needs to be maintained for the duration of employment

TRAINING AND EXPERIENCE:

High school graduation or other equivalent (i.e, GED, college, technical or trade school transcript, foreign equivalency, etc.).

Safe driving history.

Strength: Medium/Heavy-Exert force to 50-100 lbs. occasionally, 25-50 lbs frequently, up to 10 lbs. constantly. Requires sitting for long periods of time.

Physical Demands: Occasional climbing, balancing, stooping, kneeling, crouching and crawling, frequent reaching, talking and hearing. Vision: Frequent near and far acuity, depth perception, focal length change, color vision and peripheral vision.

Environmental Conditions: Climate controlled office setting and exposure to outdoor weather temperatures ranging from mild/moderate to extreme cold/heat. Exposure to noise levels ranging from moderate to very loud and occasional to frequent time periods.

<p>MILFORD PUBLIC SCHOOLS JOB DESCRIPTION</p>
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POSITION TITLE: Paraeducator Job Developer

UNION: Paraprofessional

SUMMARY/GOAL OF POSITION:

Under direction of certified special education staff or building administrators, assist high school students with disabilities in participating in vocational experiences and developing positive employment skills.

ESSENTIAL TASKS OF THE POSITION: (Illustrative, not inclusive)

- Initiates and maintains ongoing personal contacts and relationships with a variety of business and industry representatives and job placement/training agencies to promote programs for participant placement; makes calls to potential worksites/employers;
- Supervise students at off campus worksites and follows job responsibility, worksite expectations, general workplace behavior.
- Create schedule of worksites, coordinate with MBOE transportation
- Review student interest inventory with student and student's case manager
- Maintain comprehensive documentation on each student regarding dates, times, activities and accomplishments regarding job interest and placements and report to Case Manager
- Assess the interests and aptitudes of participants
- Track daily high school schedule and work with employers/transportation to communicate scheduling changes.
- Notify teachers, administrator, nurses and case manager of student work schedule
- Communicates on a regular basis with employers, special education teachers, related service staff, case managers and students concerning progress on a job
- Utilize positive behavior management techniques
- Create ongoing list of current community job openings and requirements - work with students to discuss if they are able to meet current requirements and expectations.

- Meet with students one to one to identify job interest, current job opening, creating resume, complete job applications, interview skills, and appropriate work readiness skills, including public transportation systems.
- Work with the Board of Education offices to obtain a certificate of insurance for worksites
- Follows current student health plans as trained by school nurse
- Instructs students about workplace safety awareness and safety practices.
- Effectively market and represent a program and services to potential/current employers
- Performs other duties and tasks as delegated by the Principal, PPS Director or Supervisor or HS Transition Coordinator.

KNOWLEDGE, SKILLS AND ABILITIES:

- Communicate effectively in both oral and written form.
- Knowledge of computer and Google platform to prepare documents
- Utilize time management techniques to organize and prioritize work;
- Work independently and meet timelines;
- Work collaboratively with teachers, students, and local businesses.
- Interpersonal skills to work cooperatively and effectively with individuals and groups;
- Ability to interact with students and adults from different cultural and socioeconomic backgrounds;
- Ability to model proper work appropriate behavior, attire and skills.
- Knowledge of behavior support and behavior plans
- Ability to provide instruction regarding job seeking, job requirements, job retention and interview skills
- Competency in English grammar, punctuation, and spelling and basic mathematics skills.
- Knowledge/Experience regarding general workplace safety and overall
- Knowledge of basic first aid and safety procedures
- Understanding of IEP (current performance, goals and obj, grid hrs)

QUALIFICATIONS:

Graduation from High School required; Associates degree or 60 college credits or a passing score on the ParaPro Praxis preferred.

PHYSICAL REQUIREMENTS:

Walking, standing, bending and sitting, May include lifting, climbing stairs or moving rapidly, occasionally for extended periods of time at job sites with students.

OTHER REQUIREMENTS:

- Background check
- Passing screening test for tuberculosis (TB)

REPORTS TO:

Special Education Teacher, Transition Coordinator, Building/PPS Administration

WORK YEAR:

Per Union Contract

5/19/2020

**MILFORD PUBLIC SCHOOLS
JOB DESCRIPTION**

POSITION TITLE: REGISTERED BEHAVIOR TECHNICIAN (RBT)

**PAY GRADE: PARA I or PARA II
UNION: PARAPROFESSIONAL**

CLASS DEFINITION AND SUMMARY:

Under direction and supervision of certified BCBA and district administrators, assist students and school teams to gather data, implement and model the behavior intervention plans.

ESSENTIAL TASKS OF THE POSITION:

Measurement

- Prepare for data collection.
- Implement continuous measurement procedures (e.g., frequency, duration).
- Implement discontinuous measurement procedures (e.g., partial & whole interval, momentary time sampling).
- Implement permanent-product recording procedures.
- Enter data and update graphs.
- Describe behavior and environment in observable and measurable terms.

Assessment

- Conduct preference assessments.
- Assist with individualized assessment procedures (e.g., curriculum-based, development, social skills).
- Assist with functional assessment procedures.

Skill Acquisition

- Identify the essential components of a written skill acquisition plan.
- Prepare for the session as required by the skill acquisition plan.
- Use contingencies of reinforcement (e.g., conditioned/unconditioned reinforcement, continuous/intermittent schedules).
- Implement discrete-trial teaching procedures.
- Implement naturalistic teaching procedures (e.g., incidental teaching).
- Implement task analyzed chaining procedures.
- Implement discrimination training.
- Implement stimulus control transfer procedures.

- Implement prompt and prompt fading procedures.
- Implement generalization and maintenance procedures.
- Implement shaping procedures.
- Implement token economy procedures.

Behavior Reduction

- Identify essential components of a written behavior reduction plan.
- Describe common functions of behavior.
- Implement interventions based on modification of antecedents such as motivating operations and discriminative stimuli.
- Implement differential reinforcement procedures (e.g., DRA, DRO).
- Implement extinction procedures.
- Implement crisis/emergency procedures according to protocol.

Documentation and Reporting

- Effectively communicate with a supervisor in an ongoing manner.
- Actively seek clinical direction from supervisor in a timely manner.
- Report other variables that might affect the client in a timely manner.
- Generate objective session notes for service verification by describing what occurred during the sessions, in accordance with applicable legal, regulatory, and workplace requirements.
- Comply with applicable legal, regulatory, and workplace data collection, storage, transportation, and documentation requirements.

Professional Conduct and Scope of Practice

- Describe the BACB's RBT supervision requirements and the role of RBTs in the service-delivery system.
- Respond appropriately to feedback and maintain or improve performance accordingly.
- Communicate with stakeholders (e.g., family, caregivers, other professionals) as authorized. F-4 Maintain professional boundaries (e.g., avoid dual relationships, conflicts of interest, social media contacts).
- Maintain student dignity.

KNOWLEDGE, SKILLS AND ABILITIES:

- Communicate effectively in both oral and written form.
- Knowledge of computer and Google platform to prepare documents.
- Utilize time management techniques to organize and prioritize work.
- Work independently and meet timelines.
- Work collaboratively with administrators, BCBA's, teachers, students, and parents.
- Interpersonal skills to work cooperatively and effectively with individuals and groups.
- Ability to interact with students and adults from different cultural and socioeconomic backgrounds.

- Competency in English grammar, punctuation, and spelling and basic mathematics skills.
- Understanding of IEP (current performance, goals and obj, grid hrs).

QUALIFICATIONS:

RBT Certification and maintained supervision. PMT certification.

PHYSICAL REQUIREMENTS:

Walking, standing, bending and sitting, May include lifting, climbing stairs or moving rapidly, occasionally for extended periods of time. May include the use of Physical Management Techniques.

OTHER REQUIREMENTS:

- Background check required
- Screening for Tuberculosis (TB) required

REPORTS TO:

BCBA, Building/PPS Administration, Special Education Teachers or PPS Staff

WORK YEAR:

Per Paraprofessional Contract

APPENDIX C CLASS COVERAGE AGREEMENT

Class Coverage

<u>Description</u>	<u>Class Coverage</u>
<ul style="list-style-type: none"> • A Para with BA serves as a substitute teacher for a full day 	Yes
<ul style="list-style-type: none"> • Step into role of classroom teacher who is out of the classroom for greater than 15 minutes in each one hour period and no substitute or student teacher is present 	Yes
<ul style="list-style-type: none"> • Working with a student or small group of students in the same manner as if the teacher were present, or supporting students while they engage in various activities around the school such as supporting students in the lunchroom, at recess, or in various role such as mail delivery, office/administrative tasks, tech set up, setting up or manning the school store 	No
<ul style="list-style-type: none"> • Take a class or group to Media Center and Media teacher is not directly involved in instruction or supervision of those students 	Yes
<ul style="list-style-type: none"> • Para supervising a student(s) working in hallway or other close proximity to classroom and the teacher is available 	No
<ul style="list-style-type: none"> • Para in alternating settings with a student or multiple students for standardized testing 	No
<ul style="list-style-type: none"> • Same as above - PPS modified testing 	Yes
<ul style="list-style-type: none"> • Supervising a group of students on a field trip in which the classroom teacher is present 	No
<ul style="list-style-type: none"> • If there is more than one Para in the classroom, classroom coverage will be rotated 	

**APPENDIX D
SUMMARY OF HEALTH INSURANCE BENEFITS**

Benefit		Lumenos H S A (001016-144)
Costshares		<p>In and Out-of-Network services subject to Deductible & Coinsurance</p> <p>Deductible (Individual/Family)- \$2,000 Individual/\$4,000 Family Coinsurance- 100% INN & 80/20% OON Out-of-Pocket Maximum (Individual/Family)- \$3,000/\$5,000 INN & \$4,000/\$8,000 OON</p> <p>Deductible is combined per family Lifetime Max In and Out-of-Network is Unlimited</p>
Preventive Care		
Pediatric		<p>In Network: No charge Once a Year Out of Network: 80% after annual deductible</p>
Adult		<p>In Network: No charge Once a Year Out of Network: 80% after annual deductible</p>
Vision		<p>In-Network: No charge Once a year Out of Network: 80% after annual deductible</p>
Gynecological		<p>In Network: No charge Once a year Out of Network: 80% after annual deductible</p>
Medical Benefits		
Medical Office Visit		<p>In and Out-of-Network Subject Deductible & Coinsurance</p>

Outpatient PT/OT/ST Chiro		In and Out-of-Network Subject Deductible & Coinsurance Covered up to 50 combined treatments per member per calendar year. Excess coverage covered as Out of Network
Allergy Services		In and Out-of-Network Subject Deductible & Coinsurance 80 visits in a 3 year period for injections
High Cost Diagnostics MRI, CAT Scan, PET Scan...		In and Out-of-Network Subject Deductible & Coinsurance
Diagnostic Lab & X-ray		In and Out-of-Network Subject Deductible & Coinsurance
Surgery Fees		In and Out-of-Network Subject Deductible & Coinsurance
Office Surgery		In and Out-of-Network Subject Deductible & Coinsurance
Outpatient Mental		In and Out-of-Network Subject Deductible & Coinsurance

Emergency Care		
Emergency Room (ER)		In and Out-of-Network
		Subject Deductible & Coinsurance
Urgent Care		In and Out-of-Network
In participating facilities		Subject Deductible & Coinsurance
Ambulance		In and Out-of-Network
		Subject Deductible & Coinsurance
		Emergency Situations
Inpatient Hospital		All hospital admissions require prior authorization
General/ Medical		In and Out-of-Network
Surgical/Maternity (Semi-Private)		Subject Deductible & Coinsurance
Psychiatric		In and Out-of-Network
		Subject Deductible & Coinsurance
Substance Abuse		In and Out-of-Network
Detox		Subject Deductible & Coinsurance
Rehabilitative		In and Out-of-Network
		Subject Deductible & Coinsurance
		Covered up to 100 days per calendar year
Skilled Nursing Facility		In and Out-of-Network
		Subject Deductible & Coinsurance
		Covered up to 120 days per calendar year
Hospice		In and Out-of-Network
		Subject Deductible & Coinsurance
Outpatient Hospital		
Outpatient Surgery		In and Out-of-Network

Facility Charges		Subject Deductible & Coinsurance
Pre Admission Testing		In and Out-of-Network
		Subject Deductible & Coinsurance
Other Services		
Durable Medical Equipment		In and Out-of-Network
		Subject Deductible & Coinsurance
		Limited to Specific Items
Prosthetics		In and Out-of-Network
		Subject Deductible & Coinsurance
		Limited to Specific Items
Home Health Care		In and Out-of-Network
		Subject Deductible & Coinsurance
		Covered up to 200 visits per calendar year
Prescription Drugs		Full Managed 3 Tier with edits after deductible
		Edits: Prior Authorization, Step Therapy, Quantity Limits, Clinically Equivalent, Specialty Pharmacy, No ED coverage, Diabetic Rx subject to Copay
		Prescriptions apply towards \$2,000 Individual/\$4,000 Family annual H S A deductible. The deductible will have to be met prior to the application of copayments.
		\$5 Tier 1/\$25 Tier 2/\$40 Tier 3 after deductible @ retail pharmacy
		Mail Order copays after deductible: \$7.50 Tier 1/\$37.50 Tier 2/\$60 Tier 3
		30 day supply retail/90 day supply mail order
		Unlimited Maximum