

AGREEMENT BETWEEN

NEWTOWN BOARD OF EDUCATION

AND

UPSEU (UNITED PUBLIC SERVICE EMPLOYEES UNION),

NEWTOWN BOE PARAEDUCATORS, UNIT 146

JULY 1, 2025 THROUGH JUNE 30, 2029

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AGREEMENT

PREAMBLE

This Agreement made on the __ day of _____, 2025, by and between the Newtown Board of Education, hereinafter referred to as the “Board”, and UPSEU (United Public Service Employees Union), Newtown BOE Paraeducators, Unit 146, hereinafter referred to as the “Union”.

Article 1 Recognition

The Newtown Board of Education (hereinafter referred to as the “Board”) recognizes UPSEU (United Public Service Employees Union), Newtown BOE Paraeducators Unit 146 (hereinafter referred to as the “Union”) as the exclusive bargaining representative for classroom, special education, clerical, tutorial and monitorial paraeducators and job coaches employed by the Board of Education of Newtown, Connecticut, for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and conditions of employment in accordance with the certifications of the Connecticut State Board of Labor Relations in: Decision No. 3028, Case No. ME-14500 (July 27, 1992); Decision No. 5342, Case No. ME-35482 (December 24, 2024); and Decision No. 5364, Case No. ME-35557 (March 24, 2025), and as provided by Section 7-467 et seq. of the Connecticut General Statutes.

Article 2 Board Rights

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures, provided that the Board will notify the Unit President of any change in Board policy affecting the duties and responsibilities of employees within ten (10) days after approval of any such change (subject to the Union’s right to engage in impact bargaining in accordance with the Municipal Employee Relations Act).
- c. To discontinue processes or operations or to discontinue their performance by employees.

- d. To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f. 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, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
- g. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- h. To determine the work year, work day and work schedules for employees.

Article 3

No Strike/No Lockout

3.1 No Strike/No Lockout

Pursuant to Connecticut General Statute, Section 7-467, employees included in this Agreement shall not hinder the Board's operation by strike or withholding of services and the Board shall not pursue lock-out tactics of bargaining unit employees in any part of its operation.

Article 4

Grievance Procedure

4.1 Definitions

- A. A "grievance" is defined as any dispute between the Board and any employee which involves the interpretation or application of any of the provisions of this Agreement; or a claim based on the discriminatory application of written personnel policies relative to employment, copies of which will be supplied to the Union.
- B. A "grievant" is an employee in the bargaining unit making said claim. The Union may represent the aggrieved person at any time during the grievance procedure.
- C. "Days" shall mean calendar days other than Saturdays, Sundays and holidays.

4.2 Purposes

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of members of this unit.
- B. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration.

4.3 Procedure

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be, however, extended by mutual agreement in writing or by email.
- B. If in the judgment of the Union, a grievance affects the bargaining unit as a whole, or any group or class within the unit, the Unit President may submit such grievance in writing directly to the Superintendent at Level Two.
- C. If the grievant fails to file a grievance within the time limit set forth herein, such grievance shall be considered waived.
- D. If the grievant fails at any level to appeal a grievance to the next level within the specified time limits, the grievance shall be deemed waived. Failure of the Board at any level to comply with time limits regarding responding to a grievance shall permit the grievant to appeal the grievance to the next level.

- E. Informal - School Principal or Designated Administrator

The employee with a grievance will meet to discuss the matter with the Principal or designated administrator directly or through/with an Union representative with the objective of resolving the matter informally.

- F. Level One - Formal - School Principal or Designated Administrator

A grievant with a grievance shall, within fifteen (15) days following the event or condition on which the grievance is based, file a written grievance with his/her Principal or designated administrator. The Principal or designated administrator shall give the grievant a written response within five (5) days.

G. Level Two - Superintendent of Schools

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a written grievance with the Superintendent within five (5) days after the response at Level One, or within fifteen (15) days after the grievance was presented, whichever is sooner. Any written grievance must set forth the specific article and section of this agreement that has allegedly been misinterpreted or misapplied or specific written personnel policies relative to employment that have been discriminatorily applied.
2. Within five (5) days after receipt of the written grievance, the Superintendent, or his/her designee, shall meet with the grievant (and representative of the Union if the grievant so desires) in an effort to resolve it. The grievant shall be given a written response to his/her grievance within ten (10) days after such meeting. The response will be signed by the Superintendent, or his/her designee, and will constitute the Superintendent's decision on the grievance.

H. Level Three - Board of Education

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within fifteen (15) days after presentation of the grievance to the Superintendent he/she may file such written grievance to the Board within fifteen (15) days after the meeting at Level Two. Within twenty (20) days after receiving the written grievance, the Board or Board committee shall meet with the grievant (and a representative of the Union if the grievant so desires) for the purpose of resolving the grievance. The decision on the grievance at Level Three shall be rendered by the Board or Board committee within fifteen (15) days after such meeting.

I. Level Four - Arbitration

If a grievance is not settled at Level Three, the Union may submit the grievance to final and binding arbitration by providing written notice to the Superintendent of Schools with ten (10) days after the decision was rendered or should have been rendered at Level Three. The Board shall have the option to select either the State Board of Mediation and Arbitration (SBMA) or the American Arbitration Association (AAA) to hear the grievance. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Union, in writing, within ten (10) days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union, within such time period, the Board shall thereby waive its right to select the AAA to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received,

within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee. The parties shall share the arbitration filing fee equally. For any case in which the Board exercises the option to have the AAA hear the grievance, the Board shall pay the arbitrator's fees.

The arbitration proceedings will be conducted in accordance with the rules and regulations of the applicable arbitration agency. The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

The parties agree that the decision of the arbitrator shall be final and binding, except as otherwise provided by law, and that this grievance procedure shall be the sole and exclusive means of resolving claims which are encompassed within the definition set forth in Section 4.1.A.

4.4 Miscellaneous

- A. The grievant(s), together with witness(es) and the Union representatives, shall suffer no loss of earnings or benefits as a result of meetings or hearings scheduled during school hours as a result of the application of this grievance arbitration procedure. When feasible, all meetings or hearings shall be held within the hours of the employees' work day, with the exception of Level 3, which will be scheduled in accordance with Board of Education scheduled meetings.
- B. No reprisals of any kind shall be taken by either party or any member of the administration against any participants in the grievance procedure.
- C. Grievances and responses to grievances shall be filed separately from the personnel files of the grievant. This does not preclude the Board from placing memoranda or similar material that are disciplinary in nature in the individual employee's file. The grievant has the right to attach a statement of rebuttal to any disciplinary material added to his/her file. If such disciplinary matter is the subject of a grievance and the grievance is decided in favor of the grievant, it shall be removed from the file, consistent with such decision.

Article 5 Employment Practices

5.1 Conditions of Employment

A. Non-Discrimination

The Board agrees not to discriminate against any Union officer, member or representative relating to employment in violation of federal or state statutes.

B. Employment Practices

1. The Board will provide a copy of this agreement to newly hired employees. The Director of Human Resources will provide the UPSEU Labor Relations Representative and UPSEU Unit President with information regarding any new hires through real-time electronic transmission no later than ten (10) days after the employee was hired or the first pay period of the month after the employee was hired, whichever is earlier.
2. All new employees will serve a probationary period for six (6) school calendar months for the purpose of performance evaluation, during which time they may be terminated without recourse to the grievance procedure. Except as otherwise required by applicable law, after the first three (3) school calendar months of the probationary period, employees may use accrued sick and personal time. Probationary employees are entitled to holiday pay.
3. After the first three (3) school calendar months of the probationary period, probationary employees will be eligible to apply for a vacancy or new position within their currently assigned building. Upon completion of the six (6) month probationary period, employees will be eligible to apply for a vacancy or new position in any building.
4. The Superintendent reserves the right to increase an employee's hours upward of fifty percent (50%) of their regular hours within a school year to meet students' needs without posting the position.
 - a. In the event said increase places the paraeducator at or over thirty (30) hours/week the position must be posted internally.
 - b. Notification of an increase in an employee's hours will be given to the Unit President prior to notifying the employee of the anticipated increase.

C. Vacancies and New Positions

1. When the Board decides to fill a vacancy or new position within the bargaining unit, it shall email all employees via district email and post notice of the vacancy or new position on the District's website for a period of five (5) business days. Such notification shall indicate that interested candidates shall apply for the position using the district's electronic process. The notice of such vacancy or new position shall clearly set forth the responsibilities, qualifications, and wage rate. Qualified bargaining unit applicants shall be granted an interview. When there are two or more applicants for such vacancy or new position, the Superintendent or his/her designee will make the decision based on qualifications and seniority.

Qualifications include, but are not limited to, previous work experience, educational background, evaluations, and interview. The decisions by the Superintendent or his/her designee regarding whether a bargaining unit employee is qualified for a vacancy or new position, and regarding which applicant will be appointed to the vacancy or new position, must be submitted in writing to the Unit President upon written request within five (5) business days with the reason for the decisions. Such decisions shall not be grievable.

2. In the event that a current employee ("internal candidate") is determined to be not qualified, the Superintendent or his/her designee will notify the candidate that he/she is not qualified for the new position or vacancy. Upon request from an internal candidate, the Superintendent or his/her designee responsible for hiring may provide feedback as to the reason the candidate is deemed not qualified.

D. Involuntary Transfers

1. The Superintendent shall have the right to transfer employees in the best interest of the school system. Involuntary transfers shall be made only after the vacancy has been posted in all schools and on the district website for five (5) business days. In the event that there are no qualified applicants for the posted vacancy or new position, the involuntary transfer may be made with the approval of the Superintendent or his/her designee. The qualified employee with the least seniority shall be the first to be transferred. Transfers shall be made only after the Unit President has been notified and, if necessary, a meeting with the employee and the Superintendent or his/her designee wherein the employee shall be informed of the reason for the transfer.
2. Whenever a vacancy occurs in a position from which an employee has been involuntarily transferred, that person shall have the first opportunity to request a transfer back to that position.

5.2 Work Schedules

A. Work Year/Work Week

1. Effective with the 2026-27 work year, the work year for paraeducators shall consist of the student school year plus three (3) mandatory work days immediately preceding the start of the student school year.
2. The work year for job coaches shall consist of the student school year plus the Extended School Year (ESY) program plus (effective with the 2026-27 work year) three (3) mandatory work days immediately preceding the

start of the student school year, unless an alternate work year is designated by the Board based on the educational programs staffed by the job coaches.

3. The number of days worked in a school year and the number of hours worked in a day shall be determined at the beginning of the school year or at the time a position is filled.
4. Effective with the 2026-27 work year, the work year for K-4 Library Media Center paraeducators shall consist of:
 - a. the student school year; plus
 - b. three (3) mandatory work days immediately preceding the start of the student school year; plus
 - c. five (5) additional work days (three of such days occurring before the start of the paraeducator work year and two of such days occurring after the end of the paraeducator work year).
5. The work week for the position of Behavior Interventionist will be thirty-five (35) hours per week.

B. Work Day

On scheduled delayed opening days and early release days, employees may work their regular workday and shall be paid at their regular hourly rate based on the number of hours worked on such days. If employees have a qualifying reason to use sick leave or personal leave on any scheduled delayed opening day and/or early release day in accordance with the provisions of this Agreement, such leave shall be charged as a half-day or full day, as applicable, and employees shall be paid accordingly.

Notwithstanding the foregoing, for scheduled early release days on the day before Thanksgiving (in the event that school is in session on the day before Thanksgiving), the last workday before the December holiday break, and the last day of the student school year, employees will be dismissed early but will be compensated for their full day. If employees have a qualifying reason to use sick leave or personal leave on those three (3) days, such leave shall be charged as a full day, and employees shall be paid accordingly.

5.3 Unscheduled Delayed Opening or Early Dismissal

- A. An unscheduled delayed opening or early dismissal is defined as any change in the school day hours not previously identified at the start of the school year. This change can be the result of, but not limited to, such occurrences as inclement weather, power outages, or other emergencies.

- B. Employees will be compensated for their full day, regardless of hours worked and regardless of when the change in school day was determined. In the event an employee is absent on any such day due to illness or personal leave, they shall be charged a full sick/personal day, notwithstanding the delayed opening or early dismissal.

5.4 Assignment

To the extent practicable, employees already employed in the school system shall be notified of any modification of their building assignment by the Board or its designee for the ensuing year no later than August 1st.

5.5 Seniority, Layoff, Recall

- A. Seniority shall be defined as an employee's continuous length of service with the Board from that employee's date of hire in a position in the bargaining unit. The seniority date for individuals employed by the Board as job coaches as of December 24, 2024 shall be December 24, 2024.
- B. Seniority and continuity of employment will not be considered broken by an approved leave.
- C. Layoff, Recall and Reduction in Hours.
 - 1. In the event an employee's position is eliminated, the reduction in force will be based on seniority with the least senior employee laid off first pursuant to Section 5.5. -D.9 herein.
 - 2. Laid off employees shall have recall rights for two (2) full years from the date of layoff.
 - 3. When employees are to be recalled, the first one recalled shall be the last one laid off, provided that the employee must be qualified in order to be recalled to a position.
 - 4. Seniority for a laid off employee shall continue from the date of recall.
 - 5. Accumulated sick leave benefits shall be restored to an employee upon recall under this provision and Article 7.
 - 6. In the event that an employee is laid off and recalled in the same school year, any personal leave time remaining at the time of layoff will be restored upon recall under this provision and Article 7.
 - 7. No new employees shall be hired while employees qualified to perform the work (as defined in Article 5, Section 5.1.C.1) are laid off and are still on recall.

8. Whenever a position is eliminated, or the hours are reduced and an employee's insurance benefit status is changed as a result of the reduction, the Superintendent will review remaining employee positions within the district for placement of the affected employee based on seniority and qualifications. This review will be for placement in a similar position with the same work hours for the most senior employee.
9. Layoff Procedure: When it is necessary to have layoffs, including elimination of positions or a cut in the number of hours of a position, the following procedures shall be adhered to:
 - a. Management has the right to determine which positions are affected, and what the remaining positions shall be.
 - b. For each position that is reduced in hours, the employee in the position shall be given the option of accepting the reduction or, if eligible, choosing to bump into another position if there are no vacant positions for which the employee is qualified.
 - c. Once the reduction in hours for an employee is set, a layoff list shall be established.
 - d. The bumping process shall be applied if there are no vacant positions for which the employee is qualified. The bumping process shall be based on the number of hours in a position, and the employee's seniority.
 - 1) An employee cannot bump into a position with a greater number of hours. In addition, in order to bump into a position, the employee must be qualified for the position.
 - 2) The most senior affected employee shall bump the least senior employee with the same number of hours.
 - 3) This shall continue in each case with the next most senior employee bumping the next least senior employee.
 - a) Should there be no employee to be bumped with the same number of hours, the bumping employee shall bump the least senior employee with fewer hours that is closest to the number of hours in the bumping employee's current position.
 - b) At some point, there will be a situation where an employee has no one to bump.

- e. Once employees are informed of what position they may bump into, they will be given five (5) calendar days, other than Saturdays, Sundays and holidays, to determine if they will accept the position (subject to a possible reduction of such time period by mutual agreement of the Superintendent or his/her designee and the Unit President, based on extenuating circumstances).
- f. Any positions that are vacated will be posted, and open to all internal employees, and anyone with recall eligibility, in accordance with Article 5, Section 5.1.C.1.
- g. The following employees shall be qualified to be on a recall list:

Those whose positions have been eliminated, or who have been bumped, and there is no one for them to bump; and if they have attempted to find another position and have not been able to do so.
- h. Should an employee on the recall list not attempt to apply for a vacant or new equal or similar position for which they are qualified, the employee shall be removed from the recall list.
- i. Should a qualified employee refuse to bump into the offered position, and refuse to apply for any comparable (within three (3) hours per week of current assignment) position, the employee shall be considered to have resigned from the district, and shall not be placed on the recall list.

5.6 Discipline and Dismissal

- A. Disciplinary action, including dismissal, shall be for just cause only.
- B. All disciplinary actions must be documented by the building or district administrator. A copy of any disciplinary action shall be given to the Unit President at the time it is given to the employee.
- C. Discipline shall be progressive and corrective in nature and may include verbal warnings (notation to employee's file), written warnings, suspensions with or without pay, and/or dismissal.
- D. Any employee may be subject to immediate suspension or dismissal for serious offenses.
- E. Employees shall have the right to grieve any disciplinary actions.

5.7 Bulletin Boards

The Union will have access to bulletin boards maintained in faculty lounges to display notices, circulars, and other Union material. Copies of such material will be given to the building Principal in advance of posting, but his advance approval will not be required. The Union agrees that it will not post any material which is derogatory to the administration, the Board, or any member thereof, or the school system.

5.8 Personnel Files and Evaluations

- A. Employees will be evaluated at least annually by their immediate supervisor.
- B. In the event that the Board intends to revise the performance evaluation instrument, the Board shall consult with the Union.
- C. Administrators, teachers and immediate supervisors are encouraged to place information of a positive nature indicating special competencies, achievements, performances or special contributions in employees' personnel files.
- D. Employees have the right to inspect their personnel files, to receive photocopies of any relevant materials therein and to attach a written comment to any evaluation or correspondence. No critical or negative material shall be placed in the employee's personnel file unless a copy has been given to the employee. Verbal and written warnings three (3) years old or older in the personnel file cannot be used for progressive discipline against an employee except in the case of a similar offense.

Article 6 Compensation

6.1 Wages

The wage schedule for positions covered by this agreement is as set forth in Appendix A attached hereto and made a part of this agreement.

6.2 Rate of Pay

- A.
 - 1. All employees currently employed by the Board as of the date of ratification of this contract shall be placed on the level of wages as outlined in Appendix A.
 - 2. All employees hired by the Board subsequent to the date of ratification of this contract shall be placed on the Base Level of pay (Level 1), except as otherwise provided in Appendix A with respect to K-4 Library Media Center Paraeducators and Behavior Interventionists.
 - 3. Advancement from one level to the next on Appendix A shall occur in accordance with the provisions of Appendix A.

- B. Employees who have been employed by the Board and have left the district or the bargaining unit will be given full credit for their prior service, provided they are rehired into the bargaining unit within one (1) year from the date they left the district or the bargaining unit. Full credit for such prior service with the Board will be given for wage level placement, accumulated sick time and seniority, less the time away from the district or the bargaining unit. An employee rehired into the bargaining unit more than one (1) year after leaving the district or the bargaining unit will re-enter as a new employee.
- C. All employees will be paid for hours worked only in accordance with the appropriate level on the pay scale.
- D. Employees are required to submit their electronic time records at the completion of the pay period. The designation of personal and sick days on time sheets is binding, and cannot be changed after the fact, later than the next payroll period.

6.3 Wage Payments

Employees shall be paid bi-weekly, via direct deposit, in accordance with the standard payroll pay periods from September through June. Wage payment vouchers will be sent electronically to all employees.

6.4 Longevity

A longevity benefit based on cumulative years of employment as an employee in the Newtown Public School System shall be as follows: an employee who has completed ten (10) or more years of service on their anniversary date each year shall receive a longevity payment of \$100 in addition to their annual wages. After completing fifteen (15) years or more, the longevity payment will be \$175 in addition to their annual wages. After completing twenty (20) years or more, the longevity payment will be \$225 in addition to their annual wages. Longevity payments will be made on their first payday in December. Employees hired after September 30, 2005 shall not be eligible for longevity payments.

6.5 Substitute Teacher Coverage by Paraeducators

When a paraeducator is assigned (to act as a substitute teacher) to cover a class when the teacher is not present, the paraeducator shall receive an additional stipend of fifteen dollars (\$15) for a half day and thirty dollars (\$30) for a full day.

For grades K-6, a half-day shall be defined as no less than one-half hour up to three (3) hours of classroom coverage in a given day.

For grades 7-12, a half-day shall be defined as not less than the equivalent of one (1) classroom period and not more than three (3) hours total during one school day.

Anything beyond three (3) hours at any grade level is considered a full day.

6.6 School Committee/Clubs/Athletic Teams

Any employee assigned to work with a student who is participating in an after-school activity will be compensated at their regular rate of pay up to forty (40) hours per week, and must be approved by the Superintendent or his/her designee. Any work over forty (40) hours will be compensated at time and a half.

6.7 Field Trips

In the event an employee is assigned to accompany students on an overnight field trip, the employee shall be compensated for all hours that the employee is actively working with the student. The employee shall be paid at straight time for all hours in that week, up to forty (40) hours, and shall be paid at time-and-a-half for all hours over forty (40) and for all hours on Saturday and Sunday.

6.8 Workshops/Seminars

Employees shall be compensated at their regular hourly rate when attending job related workshops/seminars on a regularly scheduled school day. The workshop/seminar must be approved by the Principal or special education administrator as relevant to the employee's professional responsibilities.

6.9 Educational Compensation

Employees who have a Bachelor's Degree or higher shall receive as an Educational Stipend an additional \$0.50 per hour (retroactive to July 1, 2025) in addition to their wages set forth in Appendix A.

6.10 Personal Care Compensation

Employees who assist students in Activities of Daily Living (including without limitation, toileting, feeding, or diapering) for one (1) full work day or more, shall receive additional compensation in the amount of \$1.00 per hour. The parties agree that such compensation is to be paid only when an employee is at work and performing the duties described in this section. If an employee is absent from work for any reason, the employee shall not be eligible for such compensation during the period of absence. If an employee fills in for an absent employee in performing such responsibilities for one (1) full work day or more, the employee filling in will receive the additional compensation set forth in this section for the time period in which the employee performs such responsibilities. The Board shall provide Union members with the training necessary to assist students in Activities of Daily Living.

6.11 Compensation for Behavioral Interventionists

Behavioral Interventionists shall receive additional compensation in the amount of \$3.00 per hour (retroactive to July 1, 2025).

6.12 Compensation for Chemistry Lab Paraeducator

The Chemistry Lab Paraeducator shall receive additional compensation in the amount of \$1.00 per hour.

6.13 Compensation for Project Adventure Paraeducator

The Project Adventure Paraeducator shall receive additional compensation in the amount of \$1.00 per hour.

6.14 V Endorsements

For any employee whose assigned responsibilities require the employee to maintain a “V” endorsement from the Connecticut Department of Motor Vehicles, the Board shall reimburse the employee for the following expenses associated with obtaining such endorsement: (1) an approved 10-hour new driver course or 6-hour annual training course, as applicable; (2) a background check through the Connecticut Criminal History Request System or other database specified by the DMV; (3) a medical examination conducted by an examiner authorized by the National Registry of Certified Medical Examiners; (4) a fee charged by the DMV to add the endorsement to the driver’s license of the employee. In order to be reimbursed, an employee must provide documentation satisfactory to the Board for each expense for which reimbursement is sought (e.g., R-360 certificate; Medical Examiner Certificate; invoices from medical examiner and DMV).

Article 7 Approved Absences

7.1 Sick Leave

- A. Sick leave of fifteen (15) days annually (prorated for new hires), with full pay, cumulative to a maximum of one hundred eighty (180) working days, shall be credited to employees. Except as otherwise required by applicable law employees may utilize up to five (5) sick days annually for purposes of caring for an ill parent, spouse or child. Sick leave may be taken in one-hour increments.
- B. Employees will be compensated for the number of hours they were scheduled to work on the day taken as sick leave.
- C. Employees shall be notified of their sick leave status on their payroll vouchers.

7.2 Personal Days

Each school year, all employees shall be entitled to three (3) personal days with pay, which will be prorated for new hires, for legal, religious, business or family matters; i.e., as defined in Section 7.4, the birth of a child, marriage, serious illness in employee’s household or immediate family that requires absence during school hours. Personal days for these purposes shall be in addition to any sick leave accumulated. It is expressly agreed that such leaves are not

to be used for extension of vacation periods, recreation, or holidays. Personal leave shall be taken in full-day or half-day increments.

7.3 Temporary Disability Leave

Temporary disability, including maternity leave, shall be provided in accordance with state and federal laws, and employees shall be allowed to use their available sick and personal days. Employees may be required by Central Office to complete paperwork in accordance with the Family and Medical Leave Act when the employee qualifies.

7.4 Bereavement Leave

- A. Leave shall be granted with full pay for five (5) working days following a death in the household or the immediate family. Immediate family members shall be defined as parents, stepparents, foster parents, grandparents, guardians, brothers, sisters, in-laws (mother, father, brother, sister), spouse, children, stepchildren, or grandchildren.
- B. In special cases, the Superintendent or his/her designee may make allowance.

7.5 Leaves Without Pay

- A. Leaves of absence for an agreed duration not to exceed one (1) year may be granted by the Board without pay when such action is recommended by the Superintendent or his/her designee for reasons of maternity, personal illness, immediate family emergencies, or disability.
- B. At the discretion of the Board, other extended leaves not covered by this agreement, with or without pay, may be granted upon the recommendation of the Superintendent or his/her designee.
- C. Employees on unpaid leave of absence may have the option of purchasing medical benefits for any period during their leave if permitted by the insurance carrier and if they were already eligible for insurance and purchasing from the Board, with the approval of the Board.
- D. An employee who returns to work upon termination of any leave of absence shall be reinstated in his or her previous position at the same wage level on the current wage scale.
- E. An employee on an extended leave of absence under the provisions of this section shall give the Board reasonable advance notice, in writing, of intent to return, indicating the anticipated date when the leave will terminate. An employee whose leave is scheduled to terminate at or after the beginning of the subsequent school year shall give such notice not later than February 15th of the preceding school year. The Board shall send the employee a written reminder, addressed to his or

her last address of record, notifying the employee that such a notice is due, not later than ten (10) calendar days in advance of such February 15th date. In the case of all other extended leaves of absence, at least sixty (60) days' notice shall be given. Failure to give notice as required herein shall, at the Board's option, be treated as a voluntary resignation of employment.

- F. Employees shall be permitted to take up to two (2) unpaid in-session days with prior approval of the Superintendent. The employee must provide the Director of Pupil Personnel Services or the building Principal with notice in writing at least two (2) weeks in advance, unless emergency circumstances prevent two (2) weeks' notice. The employee must inform the supervisor as to the emergency circumstances. Such days are not to be taken consecutively and are not to be used to extend holidays, vacations, or other approved periods of absence.

7.6 Jury Duty

- A. Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick or personal leave. For the period of jury duty, the employee shall receive from the Board pay equal to the amount by which, if any, his or her regular pay exceeds the fee for jury duty.
- B. The employee called for jury duty shall notify the Superintendent or his/her designee in writing as soon as the employee has received either a notice from the court indicating that he/she has been selected for service on the jury panel or a notice to appear in court for service on the jury panel.

7.7 Paid Holidays

Employees will be entitled to the following paid holidays:

2025-26	Thanksgiving Day New Year's Day
2026-27	Thanksgiving Day Christmas Day New Year's Day
2027-28	Thanksgiving Day Christmas Day New Year's Day Presidents' Day
2028-29	Thanksgiving Day Christmas Eve Christmas Day New Year's Day Presidents' Day

Article 8
Miscellaneous Union Provisions

8.1 Union Dues

- A. Upon the Union's certification that the Union has obtained and will maintain a written authorization signed by an employee, the Board will deduct the Union's dues from the pay of the employee and such authorization shall continue from year-to-year unless revoked. The deductions shall be made in bi-monthly installments and sent directly to the Union within ten (10) days of such deduction.
- B. The Union shall hold the Board harmless against all claims and any other forms of liability that may arise by reason of any action taken in making deductions and remitting it to the Union

8.2 Union Meetings on School Property

All Union activities, other than grievance meetings and negotiations, shall be held before or after school hours. Requests for Union meetings on school property shall be made to the proper authority.

8.3 Membership List

The Board shall prepare a list of all employees covered by this agreement. The list will be available every one hundred twenty (120) calendar days. The list will show each employee's date of hire, school assignment, rate of pay and such additional information as required by applicable law, and will be supplied to Union officers.

8.4 Paid Time for Union Activities

- A. The Unit President, or his/her designee, who is required to attend grievance sessions during working hours shall suffer no loss of earnings and shall be paid at his/her regular rate for their normally worked hours.
- B. Negotiations will be held at a time mutually convenient to both parties.

Article 9
Insurance Benefits

9.1 Workers' Compensation

Whenever an employee is absent from work as a result of personal injury compensable under the Connecticut Worker's Compensation Law, full wages less the amount of weekly compensation award, shall be paid for the first one hundred twenty (120) work days, after which normal benefits as provided by Connecticut State Law shall apply. Such absence shall not be charged to the employee's sick leave. This provision is not intended to provide any benefit greater than what the employee would have normally received at full pay.

9.2 Employee Protection

The Board will protect and save harmless any member of the unit from any financial loss and expense, including legal fees and costs arising out of any claim(s), demand, suit, or judgment as provided by Connecticut General Statutes, Sec. 10-235 (as amended from time-to-time).

9.3 Group Medical Insurance

A. High Deductible Health Plan/Health Savings Account ("HSA Plan") (as described in Appendix C)

The following High Deductible Health Plan shall be the sole health insurance plan for the 2025-26 contract year:

HDHP		
Cost Shares Provisions	In-Network	Out-of-Network (OON)
Annual Deductible (individual/ aggregate family)	\$2,250/\$4,500	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co-insurance maximum
Prescription Drug Coverage	Subject to deductible then: \$10 Generic, \$30 Preferred Brand, and \$50 Non-Preferred Brand, up to co-insurance maximum	20/80% after deductible, up to co-insurance maximum
Coinsurance Maximum	\$0 Medical \$1,000/2,000 RX (Includes In-Network Post Ded. RX Copays)	\$2,250/4,500 (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum ⁽¹⁾	\$5,500 individual coverage/\$11,000 family coverage (includes deductible and in-network and out-of-network cost shares)	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

(1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,250/\$6,500.

Effective July 1, 2026, the High Deductible Health Plan shall be modified as follows:

HDHP		
Cost Shares Provisions	In-Network	Out-of-Network (OON)
Annual Deductible (individual/aggregate family)	\$2,500/\$5,000	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co-insurance maximum
Prescription Drug Coverage	Subject to deductible then: \$10 Generic, \$30 Preferred Brand, and \$50 Non-Preferred Brand, up to co-insurance maximum	20/80% after deductible, up to co-insurance maximum
Coinsurance Maximum	\$0 Medical \$1,000/2,000 RX (Includes In-Network Post Ded. RX Copays)	\$2,500/\$5,000 (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum ⁽¹⁾	\$6,000 individual coverage/\$12,000 family coverage (includes deductible and in-network and out-of-network cost shares)	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

(1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,500/\$7,000.

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/30/50 (2X Copay for mail order 90 day supply).

Prescription Coverage: A Prior Authorization utilization management edit will be in place effective July 1, 2026. Grandfathering Provision: Any member with an active prescription as of November 1, 2025 for a medication that would otherwise be subject to prior authorization may continue to receive that medication without a prior authorization requirement, as long as the medication is taken as prescribed with no interruption.

For the 2025-26 contract year, the Board will fund forty-five percent (45%) of the applicable HSA deductible (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year).

Effective with the 2026-27 contract year, for each eligible employee, the Board will contribute the following amounts into the employee's HSA, as applicable:

Individual coverage: \$1,125

Family coverage (includes Single +1 coverage): \$2,250

The Board shall deposit one-half of its contribution into the employee's HSA in September and the remaining one-half of its contribution in January.

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

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the employee and the employee's spouse (if applicable) complete one (1) preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee's HSA, in the following amounts, as applicable:

Individual coverage: \$100

Family coverage (includes Single +1 coverage): \$200

For purposes of this paragraph, the measurement period for completing the physical examination will be the period of July 1, 2025 through December 31, 2027. The Board will make its additional HSA contributions by June 30, 2028.

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

B. Employees will contribute the following premium contributions toward the costs of coverage for health insurance:

July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
18.0%	18.0%	18.5%	19.0%

- C. For all purposes under this Article, the term “dependent child” shall be defined in accordance with applicable law. In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a certified copy of that portion of the employee’s Federal Income tax Return that lists dependents, or other legal documents showing the employee’s legal responsibility to provide health insurance.
- D. All employees are eligible for health insurance when working at a level of thirty (30) hours or more per week. Notwithstanding the preceding sentence, employees who were working twenty-seven and one-half (27.5) hours or more per week and were eligible to enroll in the Board’s health insurance plan during the 2024-25 contract year shall remain eligible for health insurance, provided they continue working at least twenty-seven and one-half (27.5) hours or more per week.
- E. The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance, provided the following steps occur:
1. Other carriers may be substituted provided the overall level of benefits remains substantially comparable, when considered as a whole, at no additional cost to the employee.
 2. The Union shall have the opportunity to study the proposed plan(s) for a period of thirty (30) working days.
 3. If, at the end of the aforementioned thirty (30) working days, there is a disagreement between the parties on whether or not the plan(s) offer(s) the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with their rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules the Board’s alternate carrier meets the criteria previously outlined in the section, and the Board changes carriers, the standards must be maintained during the life of the agreement. The Union shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined are not maintained.
- F. Annual Enrollment
- An election to reinstate coverage may be made during the “open enrollment” period held in May or June of each year and shall be effective during the succeeding July 1 through June 30 period. This clause does not affect new employees or the addition of new dependents.

G. Employee Cancellation of Board Coverage

Employees may change their insurance enrollment status during the insurance plan year only to the extent permitted by Section 125 of the Internal Revenue Code.

9.4 Life Insurance

Employees working twenty (20) hours or more per week will be covered for accidental death and dismemberment and life insurance in the amount of \$30,000 at no cost to the employee.

9.5 Dental Insurance

All employees working thirty (30) or more hours per week may elect to purchase current Board of Education dental coverage. Notwithstanding the preceding sentence, employees who were working twenty-seven and one-half (27.5) hours or more per week and were eligible to enroll in the Board's dental insurance plan during the 2024-25 contract year shall remain eligible for dental insurance, provided they continue working at least twenty-seven and one-half (27.5) hours or more per week.

Such employees shall pay the following percentages of the premium costs:

July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
18.0%	18.0%	18.5%	19.0%

9.6 Pension

- A. After six (6) months of employment, employees hired prior to July 1, 2015 working twenty-three (23) or more hours per week shall be eligible to join the Town pension plan. Personnel currently covered shall retain coverage. The plan shall be administered in accordance with the rules and regulations of the Town pension plan.
- B. Employees hired on or after July 1, 2015 shall be eligible to participate in the Town defined contribution plan.

**Article 10
Savings Clause**

If any provision of this agreement is, or at any time shall be, found contrary to law, then the provision shall not be applicable except to the extent permitted by law. The Board and the Union shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period, all other provisions shall continue in effect.

Article 11
Signing and Distribution

Within two (2) weeks of the ratification by the Union and the Board of any successor agreement or as soon thereafter as is reasonably possible, the Board agrees to submit the new written agreement to the President of the Union for signature. Within two (2) weeks of signature by both parties or as soon thereafter as is reasonably possible, the Board agrees to have electronic copies of the agreement available for distribution to the President, the negotiating committee, the UPSEU labor relations representative and all Unit officers of the Union. The Union will distribute copies of the agreement.

Article 12
Duration

12.1 This agreement shall become effective on July 1, 2025 and shall remain in full force and effect until June 30, 2029.

12.2 In the event that the Board and the Union fail to secure a successor to this agreement prior to its expiration as set forth in Section 12.1 hereof, each provision of this agreement shall be continued in full force and until a succeeding agreement is entered into.

THE NEWTOWN BOARD OF EDUCATION


By Its Authorized Representative

11/18/25
Date:

UPSEU (UNITED PUBLIC SERVICE EMPLOYEES UNION),
~~NEWTOWN BOE~~ PARAEDUCATORS, UNIT 146


By Its Authorized Representative

11/18/2025
Date

APPENDIX A
WAGES

JULY 1, 2025-JUNE 30, 2029

PARAEDUCATORS:

		7/1/25	1/1/26	7/1/26	7/1/27	7/1/28
Level 1	0-5 Years	\$18.68	\$19.18	\$19.76	\$20.35	\$20.96
Level 2	6-10 Years	\$19.11	\$19.61	\$20.19	\$20.80	\$21.42
Level 3	11-15 Years	\$19.70	\$20.20	\$20.81	\$21.43	\$22.08
Level 4	16+ Years	\$21.15	\$21.65	\$22.30	\$22.96	\$23.65

Employees shall advance on the wage levels as follows:

- a) After completing five (5) years of service (i.e., after the employee reaches the fifth (5th) anniversary date), the employee will advance to Level 2, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.
- b) After completing ten (10) years of service (i.e., after the employee reaches the tenth (10th) anniversary date), the employee will advance to Level 3, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.
- c) After completing fifteen (15) years of service (i.e., after the employee reaches the fifteenth (15th) anniversary date), the employee will advance to Level 4, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.
- d) For example, an employee with a date of hire of September 15, 2021 will advance on the wage levels as follows:

Event	Date	Wage Level
Date of Hire	9/15/21	Effective 9/15/21, the employee is placed on Level 1.
5 th Anniversary	9/15/26	Effective 1/1/27, the employee moves to Level 2.
10 th Anniversary	9/15/31	Effective 1/1/32, the employee moves to Level 3.
15 th Anniversary	9/15/36	Effective 1/1/37, the employee moves to Level 4.

- e) For example, an employee with a date of hire of March 1, 2022 will advance on the wage levels as follows:

Event	Date	Wage Level
Date of Hire	3/1/22	Effective 3/1/22, the employee is placed on Level 1.
5 th Anniversary	3/1/27	Effective 7/1/27, the employee moves to Level 2.
10 th Anniversary	3/1/32	Effective 7/1/32, the employee moves to Level 3.
15 th Anniversary	3/1/37	Effective 7/1/37, the employee moves to Level 4.

- Due to the different responsibilities of K-4 Library Media Center Paraeducators, those positions will have a different rate of pay. The rate of pay will be unrelated to the Date of Hire and will be set at Level 4.
- Employees appointed as Behavioral Interventionists shall be placed no lower than Level 2 upon appointment. Behavioral Interventionists will advance on the wage schedule in accordance with the levels in the wage schedule.

Grandfathered Pay Levels:

The following pay levels shall apply only to those employees who were placed on Step 7 (Level 6) or Step 6 (Level 5), respectively, as of June 30, 2007. There shall be no movement between Levels 5 and 6 for any such employee.

		7/1/25	1/1/2026	7/1/26	7/1/27	7/1/28
Level 5	Everyone on Step 6, June 30, 2007	\$22.01	\$22.51	\$23.19	\$23.88	\$24.60
Level 6	Everyone on Step 7, June 30, 2007	\$23.76	\$24.26	\$24.99	\$25.74	\$26.51

JOB COACHES:

		7/1/25	7/1/26	7/1/27	7/1/28
Level 1	0-5 Years	\$21.87	\$22.52	\$23.20	\$23.89
Level 2	6+ Years	\$23.98	\$24.70	\$25.44	\$26.20
DRIVERS	Wage Level	\$26.40	\$27.19	\$28.01	\$28.85

Job coaches shall advance on the wage levels as follows:

- After completing five (5) years of service (i.e., after the employee reaches the fifth (5th) anniversary date), the employee will advance to Level 2, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.

Your summary of benefits



Your Plan: Anthem Century Preferred PPO H S A \$2,250/\$4,500

Your Network: Century Preferred RX copays \$10/\$30/\$50

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
Overall Deductible <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>	\$2,250 person / \$4,500 family	
Out-of-Pocket Limit <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>	\$3,250 person / \$6,500 family	\$5,500 person / \$11,000 family
Preventive care/screening/immunization <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	20% coinsurance after deductible is met
Doctor Home and Office Services Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% 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
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic	0% coinsurance after deductible is met	20% coinsurance after deductible is met
On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com)</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Acupuncture <i>Covered</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Other services in an office: Allergy testing	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Chemo/radiation therapy	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Dialysis/Hemodialysis	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met	20% 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
Diagnostic Services Lab: 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	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
X-ray: 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	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Advanced Diagnostic Imaging: <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	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% 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
Emergency and Urgent Care		
Urgent Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency room doctor and other services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance Transportation	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental Health and Substance Use Disorder		
Doctor office visit and Online Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Facility visit: Facility fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Surgery		
Facility fees:		
Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Freestanding Surgical Center	0% coinsurance after deductible is met	20% 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
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):		
Facility fees (for example, room & board)	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Recovery & Rehabilitation		
Home health care <i>Coverage is limited to 200 visits per benefit period (80 of those visits can be Home Health Aide visits). Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic):		
Office <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	20% coinsurance after deductible is met
Outpatient hospital <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	20% 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
Cardiac rehabilitation		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <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.</i>	0% coinsurance after deductible is met	20% 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
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 30-day supply is available at a Retail Pharmacy. A 90 day supply is available through Home Delivery.</i>		
Tier 1 - Typically Generic <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$10 copay after deductible is met (\$10 retail and home delivery).	20% coinsurance after deductible (retail)
Tier 2 - Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$30 copay after deductible is met (\$60 copay home delivery).	20% coinsurance after deductible (retail)
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$50 copay after deductible is met (\$100 retail and home delivery).	20% coinsurance after deductible (retail)

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 sb.c.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.

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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)

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Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bina'idiikidgo ná bohónéedzǫ́ dóo bee ahóót'í t'áá ní nizaad k'ehj bee níl hodoonih t'áadoo bááh ilínígóó. Ata' halne'ígíí la' bich'í' hadeesdzih ninizingo koǫ́' hodiilnih (844) 682-6553.

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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 ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (844) 682-6553 'ਤੇ ਕਾਲ ਕਰੋ।

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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>.

Your summary of benefits

Article 13 APPENDIX B: 7/1/26 – 6/30/29

HEALTH PLAN SUMMARIES – HSA



Anthem® Blue Cross and Blue Shield

Your Plan: TOWN OF NEWTOWN (Non Med Wrap): Anthem Century Preferred PPO HSA

PS CSV Your Network: Century Preferred

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$2,500 person / \$5,000 family	\$2,500 person / \$5,000 family
Overall Out-of-Pocket Limit	\$3,500 person / \$7,000 family	\$6,000 person / \$12,000 family
The family deductible and out-of-pocket limit are non-embedded, meaning the cost shares of all family members apply to one family deductible and one family out-of-pocket limit. The per person deductible and per person out-of-pocket limit apply to individuals enrolled under single-only coverage. Your copays, coinsurance and deductible count toward your out of pocket limit(s). The In-Network and Non-Network deductibles are combined and accumulate toward each other. The In-Network and Non-Network out-of-pocket limit amounts accumulate toward each other.		
Doctor Visits (virtual and office) <i>You are encouraged to select a Primary Care Physician (PCP).</i>		
Virtual Visits from online provider LiveHealth Online <i>for urgent/acute medical and mental health and substance abuse care via www.livehealthonline.com are covered at 0% coinsurance after deductible is met; and 0% coinsurance after deductible is met for covered Specialist Care.</i>		
Primary Care (PCP) and Mental Health and Substance Abuse Care <i>virtual and office</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist Care <i>virtual and office</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

<u>Other Practitioner Visits</u>		
Routine Maternity Care (Prenatal and Postnatal)	No charge	20% coinsurance after deductible is met
Retail Health Clinic for routine care and treatment of common illnesses; usually found in major pharmacies or retail stores.	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Manipulation Therapy <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, speech therapy, and manipulative treatment is limited to 50 visits combined per benefit period.</i> Acupuncture	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
<u>Other Services in an Office</u> Allergy Testing Prescription Drugs Dispensed in the office Surgery	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Preventive care / screenings / immunizations	No charge	20% coinsurance after deductible is met

Preventive Care for Chronic Conditions <i>per IRS guidelines</i>	No charge	20% coinsurance after deductible is met
<u>Diagnostic Services</u>		
Lab		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Freestanding/Site of Service Lab	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
X-Ray		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Freestanding/Site of Service Radiology Center	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i>		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Freestanding/Site of Service Radiology Center	0% coinsurance after	20% coinsurance after

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	deductible is met 0% coinsurance after deductible is met	deductible is met 20% coinsurance after deductible is met
<u>Emergency and Urgent Care</u>		

Urgent Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance	0% coinsurance after deductible is met	Covered as In-Network
<u>Outpatient Mental Health and Substance Abuse Care at a Facility</u>		
Facility Fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<u>Outpatient Surgery</u>		
Facility Fees		
Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Ambulatory Surgical Center/Site of Service Provider	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor and Other Services		
Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Ambulatory Surgical Center/Site of Service Provider	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<u>Hospital (Including Maternity, Mental Health and Substance Abuse)</u>		
Facility Fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Physician and other services including surgeon fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Home Health Care <i>Coverage is limited to 200 visits per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Covered Medical Benefits	Cost if you use an InNetwork Provider	Cost if you use a Non-Network Provider
Rehabilitation and Habilitation services including physical, occupational and speech therapies. <i>Coverage for physical, occupational and speech therapies and manipulative treatment is limited to 50 visits combined per benefit period.</i>		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Pulmonary rehabilitation office and outpatient hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Cardiac rehabilitation office and outpatient hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Dialysis/Hemodialysis office and outpatient hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Chemo/Radiation Therapy office and outpatient hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Skilled Nursing Care (facility) <i>Coverage is limited to 120 days per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Inpatient Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hearing Aids <i>Coverage is limited to 1 item per ear every 2 benefit periods.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Prescription Drug Benefits	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Combined InNetwork deductible with medical	Combined NonNetwork deductible with medical
Pharmacy Out-of-Pocket Limit	Combined InNetwork medical out of-pocket limit with	Combined NonNetwork medical out of-pocket limit with
Prescription Drug Coverage Network: Base Network Drug List: National <i>If you select a brand name drug when a generic drug is available, additional cost sharing amounts may apply.</i>		
Day Supply Limits: Retail Pharmacy 30 day supply (cost shares noted below) Home Delivery Pharmacy 90 day supply (maximum cost shares noted below) <i>Maintenance medications are available through CarelonRx Mail (IngenioRx will become CarelonRx on January 1, 2023). You will need to call us on the number on your ID card to sign up when you first use the service.</i> Specialty Pharmacy 30 day supply (cost shares noted below for retail and home delivery apply). <i>We may require certain drugs with special handling, provider coordination or patient education be filled by our designated specialty pharmacy.</i>		
Tier 1 - Typically Generic	\$10 copay per prescription after deductible is met (retail and home delivery)	20% coinsurance after deductible is met (retail) and Not covered (home delivery)

Tier 2 – Typically Preferred Brand	\$30 copay per prescription after deductible is met (retail) and \$60 copay per prescription after deductible is met (home delivery)	20% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand/Specialty Drugs	\$50 copay per prescription after deductible is met (retail) and \$100 copay per prescription after deductible is met (home delivery)	20% coinsurance after deductible is met (retail) and Not covered (home delivery)

Covered Vision Benefits	Cost if you use an InNetwork Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. Only children's vision services count towards your out of pocket limit.</i>		
Child Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	20% coinsurance after deductible is met
Adult Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	20% coinsurance after deductible is met

Notes:

- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under “Outpatient Facility Services”.
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.

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 Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Language Access Services:

Get help in your language

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

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Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

MEMORANDUM OF UNDERSTANDING
Between
Newtown Board of Education
And
Newtown Educational Assistants, Local 136
International Federation of
Professional & Technical Engineers, AFL/CIO/CLC

The following has been agreed to between the Newtown Board of Education and Newtown Educational Assistants, Local 136, International Federation of Professional & Technical Engineers, AFL/CIO/CLC:

- 1) There are five Educational Assistants currently working in the Library Media Centers at each of the four elementary schools and at Reed Intermediate School. After significant discussion, and development of a job description (attached), it was agreed that the position is a hybrid position, i.e., a combination of aspects of an educational assistant and of other responsibilities. Historically, the position has been in the educational assistant union. The focus of the position is on instructional support, as well as supporting the running of the Library Media Center. Thus, the position will be maintained in the Educational Assistants Federation with a separate category of Elementary (K-6) Library Media Assistant.
- 2) Due to the different responsibilities of an Educational Assistant working in the Library Media Center (as compared to other Educational Assistants), it is agreed that these positions will have a different rate of pay than other Federation members. The rate of pay will be unrelated to the Date of Hire, and will be set at Level 4, as set out in the Newtown Educational Assistant contract. The rate of pay for 2008-09 will be \$13.97/hour.
- 3) It is further agreed that individual employees in these five positions during the course of the 2007-08 school year will be paid a retroactive rate for the entire 2007-08 year, for the hours that they worked. The rate of pay for 2007-08 will be \$13.56/hour.
- 4) The work year for the Elementary (K-6) Library Media Assistants will be five days longer than the contractual work year for Educational Assistants, with three days prior to and two days after the end of the regular work year.

Joan G. Libby
For the Board

6/12/08
Date

Mary C. Shank
For the Federation

Peggy McEntyre
For the Federation

6/17/08
Date