

**PROFESSIONAL AGREEMENT  
BETWEEN  
THE  
WILLINGTON BOARD OF EDUCATION  
AND THE  
WILLINGTON PUBLIC SCHOOL ADMINISTRATORS ASSOCIATION**

**JULY 1, 2018, THROUGH JUNE 30, 2019**

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## ARTICLE 1

### RECOGNITION

1. The Board recognizes the Willington Public School Administrators for the purposes of professional negotiations as the exclusive representative of the entire unit consisting of administrative certified professional employees of Willington below the rank of superintendent (which shall be construed to include any position requiring a Superintendent's certificate), excluding temporary substitutes, *and excluding those certified employees who are employed by the Board in administrative positions less than 50% of the work year*, pursuant to, and with all of the rights and privileges as provided by Sections 10-153a through 10-153g of the General Statutes of Connecticut. Unless otherwise indicated, the employees in such unit are hereinafter generally called Administrators.

B. In consideration of the recognition granted herein, the Association agrees to represent equally all Administrators included in the unit defined above without regard to membership or participation in or association with the activities of the Association, or any other employee organization.

## ARTICLE 2

### BOARD PREROGATIVES

All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by express provisions of this Agreement.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### Introduction

The Board and the Association recognize that, under most circumstances, matters involving personnel relations between professional persons should be handled on an individual, informal basis; that where it becomes necessary to adjudicate such matters in a formal manner, there may be damage to the professional relationship.

On this basis, the Board will expect all administrative employees to respect the provisions of its policies and to resolve their problems in a professional manner. This article is included only to provide a formal procedure. A sincere effort will be made on the part of the Administrators who believe they have a grievance to resolve those grievances on an informal basis with an immediate superior in accordance with appropriate Board of Education policies.

A. Definitions

1. A "grievance" to be considered under this formal procedure must be initiated in written form by an Administrator within thirty (30) calendar days of its occurrence, and shall mean a complaint that the Administrator has suffered because of a violation of a provision of this contract.
2. A "party in interest" shall mean the Administrator making the complaint or any person directly involved in the grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as possible at any level of the procedure.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level hereinafter specified should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

Time devoted to resolving problems under this grievance procedure shall not normally be taken from regular school hours.

1. Level One - Superintendent

If a sincere effort has been made to settle the complaint on an informal basis, and the Administrator believes that the cause of the complaint has not been remedied, he/she shall set forth the grievance to the Superintendent specifying:

- a. the nature of the grievance;
- b. the nature and extent of his/her distress;
- c. the results of previous discussions;
- d. the portion of this contract which the Administrator feels has been violated.

The Superintendent shall confer with the parties in interest. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. If the grievance is not resolved to the Administrator's satisfaction, the Superintendent shall provide a written statement.

2. Level Two - Board of Education

The Board of Education, or a committee thereof, shall review the grievance, hold a hearing with the Administrator if requested, and make a written finding within thirty (30) calendar days.

3. Level Three

- a. If the Association is not satisfied with the disposition of the grievance at the second level, the Association may claim the grievance to arbitration with the American Arbitration Association (hereinafter referred to as the "AAA"). All valid claims for arbitration must be submitted to the AAA office in Hartford, Connecticut, with a copy sent by certified mail to the Superintendent within five (5) days of the decision rendered at the second step of the grievance procedure.
- b. The parties shall agree upon a mutually acceptable arbitrator from a list of arbitrators submitted by the AAA.
- c. Once selected, the arbitrator shall schedule a hearing after school hours at which the Administrator and his or her representative and the Board and its representatives may be heard. The arbitrator shall have no authority to add to, subtract from or modify in any way the terms of this Agreement. He or she shall specifically be precluded from applying statutory law for rendering a decision which is an infringement upon the Board's expenses for the operation of the school and the payment of any services to members of the bargaining unit or anyone else.
- d. The cost of arbitration shall be borne equally by the parties.

ARTICLE 4

LEAVES OF ABSENCE

A. Sick Leave:

Administrators shall be entitled to sick leave with full pay up to eight (8%) percent of working days in each year. Unused sick leave shall be accumulated from year to year to a total of eighty-six (86%) percent of the Administrators total yearly contract working days, so long as the Administrator remains continuously in the service of the Board.

Up to three of the sick days may be charged off to family exigencies as defined below, without the loss of pay. The words "family exigency" shall be interpreted to encompass the following reasons for absence:

1. The illness of a family member.
2. Attendance at the wedding, graduation, or comparable event involving a family member.
3. Quarantine.

B. Personal Leave:

Administrators shall be entitled to up to four (4) days per year with full pay for personal and/or legal matters which cannot be conducted with reasonable convenience outside of school hours. Such leave may not be taken merely for personal convenience, but only as a matter of pressing personal need. Personal days may also be used for illness in the immediate family. (Immediate family shall be defined to include parents, siblings, or children of the Administrator, spouse, grandparents or any other person residing in the Administrator's house.) Except in an emergency, including emergency family leave, application for personal leave shall be made forty-eight (48) hours in advance, in writing. Personal leave shall not be used to extend vacations or holidays except in emergency situations.

C. Bereavement Leave:

Administrators shall be entitled to up to five (5) days per contract year with full pay for death in the immediate family. (Immediate family shall be defined to include parents, grandparents, spouse, siblings or children of the Administrator, or any other person residing in the Administrator's home.) Leave for attendance at funerals for other than immediate family shall be considered by the Superintendent on an individual basis.

D. Educational Leave:

Administrators may be entitled to up to four (4) days per year with full pay for attendance at professional conferences or institutes of an educational nature, approved by the Superintendent in advance.

E. Physical Examinations:

The Superintendent may request that an administrator undergo a physical examination at Board expense as permitted under applicable state and federal law. In addition, the Superintendent may require that an administrator submit medical documentation from his or her own physician whenever the Superintendent suspects that the administrator has abused sick leave.

F. Emergency Leave:

The Superintendent may provide personal leave or bereavement leave in excess of the limits defined in this article in the event of an emergency situation. Each application shall be reviewed by the Superintendent on a case-by-case basis, and no case shall be precedential for any future case. The granting or denial of emergency leave shall not be subject to the grievance procedure.

G. Jury Duty:

Although it is agreed that the presence of the Administrator is extremely important to the learning process, it shall be the personal decision of each staff member as to whether or not to apply for exemption for jury duty. An Administrator who is not excused from jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee. If relieved from duty after one-half day, he/she must return to work.

## ARTICLE 5

### REDUCTION IN STAFF

A. It is recognized that from time to time it may become necessary to eliminate certified staff positions in certain circumstances. The Board of Education has sole authority to reduce the educational program and determine the number of Administrators that shall be employed. This Article deals with the method in which staff reductions will be implemented and how staff members to be affected by a reduction in force will be identified.

B. When it becomes necessary to reduce the number of Administrators in the bargaining unit, the Board of Education or the Superintendent, as the case may be, shall determine and identify the areas, positions, programs, or curriculum parts in which the reduction(s) shall take place. In determining the identity of Administrators who shall thereafter be released, the following guidelines shall apply:

1. Retirements, resignations, non-renewals and terminations among the Administrative Staff will first be reviewed to determine if the Staff is reduced in sufficient number in this manner to avoid further release of Administrators.

2. If additional Administrators must be released, they will be dismissed in accordance with the following rules:

a. Tenured Administrators with the least amount of seniority shall be dismissed, first, provided that such Administrators may be retained by the Board over more senior Administrators based upon an analysis of the following factors: (1) need; (2) quality and quantity of performance by the Administrator of his/her duties and responsibilities; (3) education background; (4) experience; (5) nature and diversity of certification; (6) total contribution to the Willington Public School System and the needs of its students; and (7) professional achievements and activities.

b. Seniority as used herein shall mean length of continuous service as an Administrator in the Willington School System. In the event of equal seniority, total years of regular full-time experience in the district shall govern.

c. The Board may assign whatever weight it desires to the aforementioned criteria provided its decision is based on said criteria. It is recognized, however, that the Board need not review all of said criteria. For example, an Administrator's evaluation may be such (negative) that a review of the other criteria could not offset such evaluations.

C. Nothing herein shall be construed or interpreted to require the promotion of an Administrator to a position of higher rank, authority or compensation.

D. The Board of Education shall provide written notice to the employees to be affected by any reduction in staff with a copy to the President of the School Administrators. In any event, for such termination to be effected at the start of any school year, written notice will be given as prescribed by law.

E. All separations of Administrators under this Article shall take place in accordance with the provisions of Section 10-151 of the Connecticut General Statutes and shall not be subject to the arbitration provisions set forth elsewhere in this Agreement. Instead, any hearings necessary in cases of separations of staff members shall be conducted in accordance with the provisions of the Connecticut Teacher Tenure Law.

F. Any Administrator who is RIF'd and subsequently assumes a teaching position in the Willington Public Schools will be given credit on the teachers' salary schedule for prior administrative and teaching experience in accordance with the provisions of the teacher contract. Credited years will be determined by the Superintendent of Schools.

G. Recall:

1. Any Administrator who is reassigned pursuant to this provision shall be placed upon a recall list for three (3) years or the length of the Administrator's employment with the Board at the time of layoff, whichever is the lesser figure. Such Administrator shall be recalled in the reverse order of the procedure noted above should a vacancy occur in a category for which the Administrator is eligible and as long as such Administrator applies for such vacancy in accordance with its posting.

2. If an Administrator fails to apply for or refuses a position in a category for which the Administrator is eligible, the Administrator will be dropped from the recall list.

3. The personnel office shall supply a recall list to the Association President containing the names of those Administrators reassigned in accordance with the above-noted procedure. The personnel office will also supply to the Association President a copy of any posting for an Administrator's position.

## ARTICLE 6

### JOB DESCRIPTION

Job Descriptions shall exist for all positions held by members of the bargaining unit covered by this Agreement. The job descriptions shall be written by the Superintendent and approved by the Board.

## ARTICLE 7

### TRAVEL EXPENSES

Administrators shall be reimbursed for Superintendent-authorized, educationally related travel at the Internal Revenue Service-approved rate. Reporting of such travel shall be on a biannual basis based on a written voucher for reimbursement by the Administrator submitted to the Fiscal Office of the Board of Education. The cut-off dates for reimbursement requests shall be December 31 and June 30. Failure to submit by cut-off dates will result in the loss of reimbursement.

Personnel covered by this contract, who have positions as Administrators, shall be reimbursed for travel between facilities at the Internal Revenue Service-approved rate. Reimbursement shall be made on a biannual basis based on a written voucher for reimbursement submitted by the Administrator to the Fiscal Office of the Board of Education. The cut-off dates for reimbursement requests shall be December 31 and June 30. Failure to submit by cut-off dates will result in the loss of reimbursement.

## ARTICLE 8

### FRINGE BENEFITS

A. The Board shall provide the following benefits for all eligible Administrators:

1. One (1) medical insurance option is available: High Deductible Health Plan with a Health Savings Account (H.S.A.) option. This plan is described in Appendix A.
2. Dental including family, \$1,500 per individual per calendar year maximum:
  - a. Preventive 100% - no deductible
  - b. Basic 100% / 100% - in network / out of network
  - c. Major 60% / 60% - in network / out of network

This dental insurance will be provided through Guardian or through other means that are substantially equivalent in benefits, coverage and administration.

3. Group Life Insurance Coverage \$125,000 on the employee only.

B. The Board/Administrator's share of cost of the entire health-medical-dental insurance coverage in effect for each Administrator and any covered dependents shall be as follows:

<u>Contract Year</u>	<u>Board Share</u>	<u>Administrator Share</u>
2018-2019	80.5%	19.5%

The Administrator's contribution above shall be via a payroll deduction pursuant to Section 125 pretax contribution described in Paragraph G of this article. Subject to insurance company rules on coverage eligibility for part timers. For part-time employees, the Board's share of the employee's (and their dependents) insurance premiums shall be prorated based on the employee's FTE. For example, the Board's premium share for a .60 FTE employee will be 60% of what the Board's premium share is for a full-time employee. The employee shall be responsible for the remainder of the premium. In the event that the administrator chooses to enroll in the HSA plan, eligibility ceases for the Flexible Spending Arrangement described in below in Section G.

C. Insurance Benefits for Employees Hired:

If an Administrator's employment begins between the first and fifteenth day of any calendar month, benefits will be effective as of the first day of the following month.

D. Insurance Waiver:

1. Administrators eligible for Board-provided health insurance policies may elect to waive such coverage and, in lieu thereof, to receive a payment of thirty-three (33%) percent of the total annual HDHP individual premium, but not less than \$3,300. Payment to those employees waiving coverage will be made in two payments, one in December and one in June.

2. Where there is a change in an Administrator's status such as, but not limited to, change in the spouse's employment or changes in a spouse's benefit program, the waiver may be revoked, by written revocation of the waiver to the Board of Education. Upon receipt of revocation of the waiver, reinstated coverage by the insurance carrier shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Depending upon the effective date of resumed coverage, appropriate financial adjustments shall be made between the Administrator and the Board so as to ensure that the prorated basis in Section A was accurate.

3. Notice per 1 above must be sent by June fifteenth of the previous school year.

4. Waivers under this section must be permitted by the applicable insurance companies and policies.

5. Insurance waivers shall be prorated in accordance with the percentage of employment.

E. The Board shall allow continuation of all existing health care insurance for any Administrator and his/her spouse upon retirement until age 65. Such coverage shall be equal to the terms in the current contract between the Board and the Administrators, except that the premiums shall be paid entirely by the retiree.

F. The Board shall have the right to change insurance carriers and/or self-insure, in whole or in part, in order to provide the insurance coverage set forth above, provided that the plan(s) which result(s) from change in carriers and/or self-insurance are substantially equivalent to the plan(s) described above, in terms of coverage, benefits, and administration when viewed as a whole.

The President of the Association shall be notified, in writing, within thirty (30) calendar days of any intention to change carriers or self-insure, and shall have a reasonable opportunity to review the proposed changes, but shall have no more than thirty (30) calendar days from the date the new plan is presented to the Association. The proposed changes shall be presented to the Association through a Board committee, including a representative of the insurance carrier or other insurance consultant, who will explain the proposed changes. If the Association does not approve of the proposed changes recommended by the Board, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the

reduction in the level of coverage, benefits, or administration to which it objects. The Association must submit this written statement within thirty (30) calendar days of the meeting noted above. Failure to submit such statement within the thirty (30) calendar day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Association disapproves of any change pursuant to the written statement noted above, the Board or the Association may submit the issue to arbitration within fifteen (15) calendar days of receipt from the Superintendent that the Board intends to implement the new plan. The arbitrator shall be well-versed in matters related to insurance. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is/Are the proposed insurance plan(s) substantially equivalent to the existing plan(s) in terms of benefits, coverage, and administration when viewed as a whole? The arbitrator shall rule within sixty (60) day of his/her appointment unless extended, in writing, by the parties.

G. The payment of the Administrator's insurance cost share referred to in this Article shall be made through a payroll deduction, accomplished by the adoption of an Internal Revenue Code Section 125 Pretax Premium Conversion Account for Administrators so that health insurance contributions may be made from pretax dollars.

In addition, this plan shall also include an Internal Revenue Code Section 125 Flexible Spending Arrangement for other medical expenses up to a maximum of \$2,500 under a salary reduction agreement. The ongoing administrative costs shall be the responsibility of the individual participants in the flexible spending plan to a maximum of \$75 per year to be deducted from the first paycheck of the plan year. In the event that the administrator chooses to enroll in the HSA plan, eligibility for the FSA plan ceases.

## ARTICLE 9

### INCENTIVE PAY

A. Administrators who seek a sixth-year certificate, or credits beyond said certificate, will be eligible for tuition fee reimbursement. The Board of Education agrees to provide a maximum pool of \$3,600. If the total cost of approved courses is at or less than \$3,600 for all three Administrators combined, the Board will pay the full cost. If the total cost is greater than \$3,600, the Board will prorate the reimbursement to limit Board expenses to \$3,600.

B. If an Administrator is reimbursed for courses by an outside agency or group, the Administrator shall not be reimbursed by the Board. Courses for which staff members plan to seek reimbursement are to be approved in advance with the Superintendent, must be part of the Administrator's plan of study, and an Administrator must receive at least a "B" grade for the entire course.

C. Administrators who earn a doctorate (Ed.D or Ph.D) from an accredited college or university will receive a cash payment of two thousand dollars (\$2,000) each year in addition to the negotiated salary.

D. All advanced degrees that are to be used to receive tuition reimbursement or credit on the salary

schedule must be earned at a college or university that requires enrollees to regularly attend courses at the institution or any established branch. Where the institution or branch normally requires actual physical attendance at courses, "on-line" courses that are offered by the institution and approved by the Superintendent, are acceptable.

#### ARTICLE 10

##### ACCUMULATED SICK LEAVE FOR RETIREMENT

Upon retirement under the Connecticut Teacher Retirement system, any Administrator retiring with five (5) years or more of service as an Administrator in the Willington Public Schools shall receive an amount equal to accumulated sick leave at one-half (1/2) the prevailing certified substitute rate of pay.

#### ARTICLE 11

##### IMPACT STATEMENT

If the total number of days in the work year of any Administrator is increased by the local or State Board of Education or by the legislature beyond that which existed in the 1993-94 school year, the Administrator(s) affected shall be compensated at a per-diem or hourly rate based on each Administrator's individual salary.

#### ARTICLE 12

##### PROFESSIONAL ACTIVITIES

The Superintendent shall approve the selected professional memberships not to exceed \$800 per year for each Administrator. Each Administrator shall be allotted \$1,800 per year for attendance at major professional meetings, subject to approval by the superintendent. Payment or reimbursement will require appropriate documentation.

#### ARTICLE 13

##### SALARY NOTIFICATION

Each administrator shall receive written notice of his or her salary and step placement at the beginning of each contract year, for purposes of verification only.

#### ARTICLE 14

##### CONTRIBUTION TO TEACHER RETIREMENT

For Administrators hired prior to July 1, 2009 the Board of Education shall contribute to the Connecticut Teachers' Retirement System an amount equal to 2 and ½ percent of gross salary in each year of this contract. For Administrators hired after June 30, 2009 but prior to July 1, 2012 the Board of Education shall contribute to the Connecticut Teachers' Retirement System a flat rate of \$1,500.00 in each year of this contract. For Administrators hired after July 1, 2012 the Board of Education shall make no contribution to the Teachers' Retirement System. These payments must also be acceptable to the Connecticut Teachers' Retirement System. The above additional compensations shall not be continued in future years unless the parties subsequently agree to do so.

#### ARTICLE 15

##### WIRELESS COMMUNICATION

The Board of Education shall provide for official use a cellular phone and service up to \$400 annually for each Administrator.

#### ARTICLE 16

##### SALARIES

The Board agrees to pay the Administrators the salaries set forth in Schedule A attached hereto. Salaries of current administrators shall increase 3% for years 2015-2016, 3% for years 2016-2017 and 3% for years 2017-2018 of this contract. Administrators' salary for future contracts will not exceed \$140,000 annually.

#### ARTICLE 17

##### THE AGREEMENT

This Agreement contains the full and complete Agreement between the Board and the Association on all negotiable issues, and, except as provided below, neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, unless required by law.

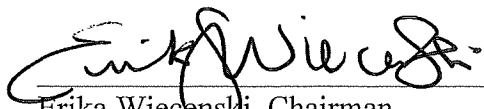
The parties may negotiate during the term of this Agreement if they mutually agree to, or if they are ordered to, negotiate said Agreement by a Board or Court of competent jurisdiction.

ARTICLE 18

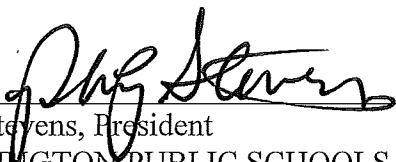
DURATION

The provisions of this Agreement will be effective as of 1 July, 2018 and shall continue and remain in full force and effect to and including June 30, 2019.

Dated at Willington, CT, October 16, 2017.

A handwritten signature in black ink, appearing to read "Erika Wieceński", written over a horizontal line.

Erika Wieceński, Chairman  
WILLINGTON BOARD OF EDUCATION

A handwritten signature in black ink, appearing to read "Phil Stevens", written over a horizontal line.

Phil Stevens, President  
WILLINGTON PUBLIC SCHOOLS ADMINISTRATORS ASSOCIATION

Schedule A

Salary Schedule 2018-2019

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Negotiated increases shall apply to new hires during the life of this contract.

	<u>Work Year</u>	<u>2018-2019</u>
Elementary Principal	200 days*	\$110,003

Range for new hire \$92,000 -\$107,100

\*Additional 2 days at a prorated pay with prior approval from the Superintendent on an as needed basis.

Pupil Services Director	215 days	\$133,513
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Range for new hire \$97,000 -\$112,200

Middle School Principal	220 days	\$105,850
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Range for new hire \$102,000 -\$117,300 with work year of 215 days

**APPENDIX A**  
**ARTICLE 8**

**FRINGE BENEFITS**

1. The Board shall provide for all eligible administrators the following Medical Benefits:

**HEALTH SAVINGS ACCOUNT – VOLUNTARY INSURANCE OPTION**

Administrators shall be provided with a High Deductible Health Plan with (H.D.H.P.) Health Savings Account (H.S.A.) option. In accord with legal requirements, this shall require a high up-front deductible payment, after which in-network benefits are without cost to the employee, excepting only the employee premium contribution.

1. There are two levels of annual up-front in-network deductibles under the H.S.A.: \$2500 for individual teachers and, \$5000 for a teacher plus one or more dependents. There is no separate deductible amount for two person coverage.
2. In-network benefits covered by the H.D.H.P. Plan, excluding Rx costs, are paid 100% after the deductible is satisfied. The employee shall be responsible for Rx co-pays of \$5 / \$25 / \$40 for purchases made after the annual deductible is satisfied until the out of pocket maximum levels of \$5,000 / \$10,000 have been reached in a given plan year. Out-of-network benefits require 30% payment by employee and 70% by the insurance company, up to two times the applicable employee deductible, to a \$5000/\$10000 maximum out-of-pocket annual expense.

There are many other features of the H.S.A. option that are not addressed here, and information will be provided to staff members and/or will be available on request. This is a thumbnail description of certain features, which does not alter or amend the terms of the actual insurance policy. In the event of any dispute, the terms of the actual insurance contract shall govern and be controlling.

3. The Board's annual contributions to employee's health savings accounts will be deposited into each participating employee's H.S.A., one-half in July and one-half deposited in September. Contributions that exceed the IRS calendar limit may be deferred until January at the employee's request. (It is the employee's responsibility to ensure contributions made to their H.S.A. do not exceed the I.R.S. limit.) The Board shall have no obligation to fund any portion of the annual H.S.A. deductible amount for retired administrators upon their separation from employment.

4. The Board will contribute into a Health Savings Account (H.S.A.) at the following levels over the life of this Agreement:

2018-2019 60% of the applicable deductible amount (\$1,500 for single and \$3,000 for two person and family).

For active benefit eligible employees not eligible to participate in a Health Savings Account because of one of the following reasons:

- 1) Enrolled in Medicare
- 2) Any covered under a healthcare Flexible Spending account by their spouse
- 3) Anyone receiving Veterans Administration benefits within the last 3 months
- 4) Anyone that is covered by Tricare

The Board will provide the High Deductible Health Plan at 0% premium share provided the following condition is met:

"The Board's annual cost for the High Deductible Health Plan for active benefit eligible employees that are not eligible to participate in a Health Savings Account because of one of the above reasons does not exceed the Board's net cost (net cost = premium rate minus employee premium share), including the Board's contribution to the Health Savings Account for active benefit eligible employees that are eligible to participate in a Health Savings Account."

If the Board's annual cost for the High Deductible Health Plan for active benefit eligible employees that are not eligible to participate in a Health Savings Account because of one of the above reasons exceeds the Board's annual net cost, including the Board's contribution to the Health Savings Account for active employees that are eligible to participate in a Health Savings Account, the Board is entitled to charge the active HSA-ineligible employee a contribution for coverage under the High Deductible Health Plan so that the Board's cost does not exceed the annual cost for active employees that are eligible to participate in a Health Savings Account.

Example:

- Assume the net annual cost of the HDHP (premium rate minus the employee premium share) for single coverage is \$6,000, and the Board's contribution to the Health Savings Account is \$1,350 (\$7,350 total). If the cost for the Board to pay for 100% of the premium for the active employee that is not eligible to participate in a Health Savings Account because of one of the above reasons is \$8,000, the Board is entitled to charge the employee \$650 so the net cost of the plan for the group is the same (\$7,350). The charges to the employee may be paid via pre-tax payroll deductions by the employee pursuant to Section 125 of the Internal Revenue Code.

CONNECTICARE, INC.

Vision Care Rider

Each member is eligible to receive Vision Care Services and Optical Care Services, subject to the terms and conditions of the Agreement and this Rider when this Rider is selected as part of the Plan.

This Rider is not available to any person who does not have coverage under the Plan. This Rider replaces and supersedes any other Rider of similar coverage that may have been issued prior to the effective date of this Rider. The Agreement is amended as described below.

DEFINITIONS

The definitions set forth in the Agreement apply to this Rider. In addition, the following definitions apply to this Rider as well:

- A. NON-PARTICIPATING VISION CARE PROVIDER – A provider who is not a Participating Vision Care Provider. Note that a Non-Participating Vision Care Provider may constitute a Participating Provider under the other terms and provisions of the Agreement.
- B. OPTICAL CARE SERVICES – The eye wear materials described in this Rider.
- C. PARTICIPATING VISION CARE PROVIDER – A Participating Provider who has entered into an agreement with ConnectiCare (directly or through an IPA or a vision care network vendor) to provide Vision Care Services and/or Optical Care Services and that is eligible to be listed in the Vision Care Provider Listing, as updated from time to time.
- D. VISION CARE PROGRAM – The program of Vision Care Services and Optical Care Services as described in this Rider.
- E. VISION CARE PROVIDER LISTING – The printed listing of vision and optical care providers compiled and prepared by ConnectiCare for the Vision Care Program, as updated from time to time. A provider's listing in the Vision Care Provider Listing is not a guarantee that such provider is a Participating Vision Care Provider at the time services are rendered. Members should verify that a provider is participating in the Vision Care Program by calling ConnectiCare's Member and Provider Services department.
- F. VISION CARE SERVICES – The routine eye examination described in this Rider.

## **BENEFITS**

For the purposes of this Rider, the Agreement is amended to include the following benefits:

1. Vision Care Services:

- a. One routine eye examination per Member per calendar year, rendered by a Participating Vision Care Provider who is an ophthalmologist or optometrist, subject to a ten dollar (\$10.00) Copayment.
- b. If the Member is enrolled in a Point of Service Plan, the routine eye examination may be rendered by a Non-Participating Vision Care Provider. In that event, an Out-of-Network benefit equal to the lesser of the charge for the examination or \$30.00 is payable to the Member. In no event will the Member be required to pay more than thirty percent (30%) of the Non-Participating Vision Care Provider's reasonable and customary charge for the routine eye examination.

2. Optical Care Services:

- a. Members may purchase the eye wear materials described in b., below, which shall be discounted as set forth in subsection c., below, only if such services are purchased from the Participating Vision Care Provider who rendered the routine eye examination as set forth in subsection 1.a. of the Benefits provisions, above, or

If that Participating Vision Care Provider does not have dispensing facilities on his/her premises, then the Optical Care Services must be purchased from the Participating Vision Care Provider with whom the Participating Vision Care Provider who rendered the routine eye examination has made arrangements to dispense the Optical Care Services in his/her behalf.

If the Member is enrolled in a Point of Service Plan, and the routine eye examination is rendered by a Non-Participating Vision Care Provider pursuant

to the terms of this Rider, no Optical Care Services as set forth in subsection c., below, are available.

b. Optical Care Services are: frames, lenses and lens options (including, but not limited to, progressive lenses, polycarbonate, scratch resistant coating, ultra-violet coating, anti-reflective coating, solid tint, gradient tint and photochromatic); soft and hard contact lenses and an initial disposable contact lens package; sunglasses (prescription and non-prescription); and replacement lenses.

c. Discounts for Optical Care Services purchased from Participating Vision Care Providers are:

Frames & Lenses (other than sunglasses replacement lenses)	25% discount on the total purchase for purchases of \$250 or less; 30% discount on the total purchase for purchases over \$250
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Contact Lenses	25% discount on the total purchase price of contact lens for purchases of \$250 or less; 30% discount on the total purchase price of contact lens for purchases over \$250; 25% discount on professional fees for fittings, follow-up exams, etc.; provided if the Participating Vision Care Provider's contact lens charge includes both the contact lenses and the fees for these professional services, and such charges exceed \$250, then the 30% discount shall apply only to the charge allocated to the contact lenses and not to the fees for professional services.
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Replacement Lenses And Sunglasses	25% discount on entire purchase
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#### EXCLUSIONS & LIMITATIONS

For the purposes of this Rider, the Agreement's provisions related to Benefits, Exclusions & Limitations are amended to include the following:

1. The following vision examinations and services are excluded:

- a. Services, frames, and lenses provided through a medical department, clinic or similar service provided or maintained by an employer, or provided under any other group coverage furnished by or arranged through any employer.
  - b. Tinted glasses or industrial safety glasses (except sunglasses) unless they are prescription lenses obtained at the option of the Member and would otherwise be covered as Optical Care Services.
  - c. Contact lenses, frames and lenses (except sunglasses) for cosmetic or convenience purposes.
  - d. Vision Care Services or Optical Care Services rendered after the date the Member ceases to be covered hereunder, except for lenses and frames ordered prior to such termination.
  - e. Benefits for any service that is or has been covered under any other section of the Agreement.
- 2. No Optical Care Services are available through a Non-Participating Vision Care Provider.
  - 3. No Optical Care Services are available when such services are prescribed by a Non-participating Vision Care Provider, even if the services are obtained at a Participating Vision Care Provider.
  - 4. Discounts on disposable contact lenses are available only on the initial lens package and only if the Member has never worn disposable contact lenses before.
  - 5. No benefits are available under the Agreement for annual retinal eye examinations for Members diagnosed with diabetes who do not have an existing condition of the eye (such as glaucoma or diabetic retinopathy). Instead, such examinations are covered under this Rider.