AGREEMENT

Between the

HAMDEN BOARD OF EDUCATION

and

THE ASSOCIATION OF HAMDEN PUBLIC SCHOOL ADMINISTRATORS (ADMINISTRATORS)

July 1, 2023

THROUGH

JUNE 30, 2026

September 29, 2022 11470762v.2

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AGREEMENT

This Agreement is made and entered into by and between the Association of Hamden Public School Administrators, hereinafter called "AHPSA" and the Hamden Board of Education, hereinafter called the "Board" for a term of THREE (3) years, beginning July 1, 2023 and ending June 30, 2026.

ARTICLE I RECOGNITION

The Board hereby recognizes AHPSA as the exclusive representative for purposes of collective bargaining pursuant to Connecticut General Statutes, Section 10-153a et seq. as amended for all certified administrative employees of the Board not excluded by such State statute.

The Association recognizes the Board as the legally constituted instrument of local school government and the Superintendent of Schools as the Chief Executive Officer of the Board.

The Superintendent of Schools and/or the Superintendent's designee will meet with the President and Vice-President of AHPSA when the situation requires. Such meetings shall take place after three days notice by AHPSA to the Superintendent. Such meetings shall take place at a mutually agreeable time. The AHPSA representatives shall provide a written agenda to the Superintendent at least twenty four hours prior to such meeting to give the Superintendent the opportunity to make arrangements so that appropriate people may be present.

ARTICLE II BOARD RIGHTS

Except as is otherwise specifically provided in this Agreement, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Hamden in all respects including but not limited to the following:

- 1. All those rights, responsibilities and prerogatives granted to school boards pursuant to the Connecticut General Statutes, as amended;
- 2. To maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interest of the Town of Hamden;
- 3. To give the children of Hamden as nearly equal advantages as may be practicable;

- 4. To determine the need and program for the summer school, if any; to determine the maintenance and operation of buildings, lands, apparatus and other property used for school purposes;
- 5. To determine the number, age and qualifications of the pupils to be admitted into each school;
- 6. To employ, assign and transfer teachers, principals and assistant principals or other certified personnel;
- 7. To suspend or dismiss the employees of the district;
- 8. To designate the schools which shall be attended by the various children within the Town;
- To make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;
- 10. To prescribe rules for management, studies, classification and discipline for the public schools;
- 11. To decide the textbooks to be used;
- 12. To make rules for the arrangement, use and safe keeping of the school libraries and to approve plans for school buildings;
- 13. To prepare and submit budgets and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfer of funds within the appropriated budget as it shall deem desirable.
- 14. Except in situations involving Article IVA and IVB, to determine whether a vacant position needs to be filled if and when such vacancy occurs.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any specific terms and provisions of this Agreement, past practice or state or federal laws conferring or protecting substantive or procedural rights of administrators, and subject further to the duty to negotiate the impact of any changes as may be appropriate according to law. In the event of conflict between Board policy and the provisions of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE III ADMINISTRATIVE WORK YEAR

1. Twelve-month administrators shall receive twenty-five (25) days of vacation on an annual basis. Such proposed vacation dates shall not include two (2) weeks before the start of the school year and one (1) weeks after the end of the school year.

During School Year

If vacation days are to be taken while school is in session prior approval must be granted by the Superintendent. Administrators must request vacation days during the school year at least four (4) weeks in advance of the intended use of those days.

When School is not in Session

The Superintendent must be consulted on the use of vacation days taken while school is not in session. Prior approval by the Superintendent is required during the summer when more than three (3) consecutive work days are requested. By May 15th, the Superintendent may also designate five (5) days for administrative meetings during the summer during which vacation will not be scheduled.

- a. On or about March 15th of each year the Superintendent will distribute a calendar for the summer and the next school year indicating the days available for vacations. Administrators will indicate their intended vacation dates and return the calendars to the Superintendent for approval. Such proposed vacation dates shall not include the two weeks before the start of the school year and one week after the end of the school year. Prior to March 15th each year, the Superintendent may also designate a week for administrative meetings during the summer during which vacation will not be scheduled. The Superintendent, or designee, will respond to these requests on or before April 15th each year. Individual requests of an urgent nature should be brought to the Superintendent's attention as the needs arise.
- 2. All administrators shall be entitled to the following holidays provided that school is not in session:

Yom Kippur
Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24th
Christmas Day
First weekday after the
observed Christmas Day

Martin Luther King Day New Year's Eve New Year's Day Presidents' Day Good Friday Memorial Day

July 4th

All administrators will be entitled to any other holiday approved by the Board. Should school be in session on any of the days set forth above, administrators will be provided a floating holiday scheduled with the agreement of their supervisor.

Provided that school is not in session, in school years when Yom Kippur falls on a weekend Administrators will have Indigenous People's Day as a holiday

3. A 12-month administrator who is leaving their employment as a 12 month administrator in Hamden may take accrued vacation time before the termination date with the prior approval of the Superintendent. Otherwise, the administrator will be paid for up to a maximum of 50 days accrued vacation time at a per diem rate upon leaving their position as a 12-month administrator with the Hamden School District. Administrators hired after July 1, 2014 will be paid for a maximum of 35 days accrued vacation time. Administrators hired on or after July 1, 2023 will be paid for a maximum of 25 days accrued vacation time. Effective July 1, 2023 vacation earned in one school year must be used within that school year or be forfeited.

ARTICLE IVA INVOLUNTARY TRANSFER

1. Involuntary Administrative Transfer

In the event of any change or modification in the duties or responsibilities or work year of administrative/supervisory position or in the event of any transfer or reassignment to another administrator or teacher position, the administrator affected therein shall be paid the salary of the new position, provided that, if the transfer results in a reduction in pay, the administrator's new salary shall be supplemented with a severance amount during the first year following transfer of one-half the difference between the former higher salary and the salary of the new position, provided that in the event of transfer or reassignment on grounds of lack of competence or proper qualifications to hold or carry out the duties of the former position, the administrator affected thereby shall be paid the salary called for in the new position whether or not a reduction. The issue of competence or proper qualifications as aforesaid shall be specifically subject to the grievance procedure provided in Article IX of the Agreement. Any differential in pay received by a former administrator in accordance with this article as a result of a transfer to a teaching position or the restructuring of an administrative position to a teaching position shall be considered a separation allowance to compensate the administrator for their loss of administrative employment from such otherwise unwarranted demotion.

2. Involuntary transfers, as defined in this article, shall not be made for arbitrary or capricious reasons.

ARTICLE IVB ADMINISTRATIVE REDUCTION IN FORCE

- 1. It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff when economic, pupil enrollment decline, and/or other justifiable reasons dictate.
- 2. If, in the Board's opinion, it is necessary to reduce the administrative staff within a particular administrative classification, it shall be on the basis of length of administrative service within the Hamden Public School system, certification and qualifications.
- 3. For purposes of this Article, seniority shall be defined as uninterrupted certified service (employment) in the Hamden Public Schools.
- 4. In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:
 - (a) Any administrator relieved of duties because of reduction of staff or elimination of position, shall be offered an administrative opening (if one exists) in their classification, for which they are certified and qualified.
 - (b) If there is no existing administrative opening in their classification for which they are qualified and certified, the displaced administrator shall be offered the position of an administrator who has the least seniority in their classification for which they are certified and qualified.
 - (c) If there is no existing administrative opening in their classification for which they are qualified and certified, and the displaced administrator has the least seniority in their classification, they will be offered an administrative opening, if one exists, in any other lower grouped classification for which they are certified and qualified.
 - (d) If there are no existing administrative openings in any classification for which they are certified and qualified and the displaced administrator has the least seniority in their present classification, but has administrative seniority over an administrator in another lower classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position. If an administrator is relieved of their duties because of a reduction in staff or elimination of position and another administrator position is not otherwise available as aforesaid, they will be offered a teaching position for

which they are certified and qualified and which is held by a teacher with fewer years of service in the Hamden School System.

- (e) If an administrator is relieved of their duties because of being displaced by a reduction in staff or an elimination of position and is employed as a teacher, they will be given the experience credit on the salary schedule according to the teacher contract for the administrative and teacher experience within the Hamden School System and shall retain all accumulated sick leave.
- (f) In the event an administrator is displaced to an administrative classification with a salary lower than that which the displaced administrator previously enjoyed, or to a teaching position, the administrator shall be paid the salary of the new position plus one-half the difference between that salary and the salary of the previous position during the first year following displacement. Such difference in pay in the case of an administrator displaced to a teaching position shall constitute a separation allowance to compensate the administrator for the loss of administrative employment from such otherwise unwarranted demotion.
- (g) A displaced administrator who receives a position in another administrator classification shall be paid on the same salary step for such new position's salary as the previous administrative position's step;
- (h) The term "qualified" as used herein means recognized and satisfactory experience in the area into which the administrator seeks to bump or to be recalled.
- 5. Subject to the Board's right to create and eliminate positions, the classifications referred to above are as follows:

High School Principal

Middle School Principal

Director of Adult Education and Pre-K Program

Director of Media, Assessment and Intervention

Director of Pupil Personnel Services

Elementary Principals

Secondary School Assistant Principal

Director of Athletics

Director of Fine Arts

Director of English Language Arts

Director of Mathematics

Director of Physical Education and Health

Director of Science

Director of Social Studies

Director of World Languages/ML

Coordinator of Counseling and Career Pathways

Coordinator of Elementary Special Education Coordinator of Secondary Special Education Coordinator of Alternative Education Coordinator of Early Childhood Special Education

For purposes of displacements within this classification, the definition of "qualified" under Section 4(h) above shall be applied as follows:

Directors will be permitted to bump less senior assistant principals irrespective of prior building administration experience. Directors will be permitted to bump less senior directors only if they have subject area certification in the area to be supervised (or subject area certification in one of the areas when positions supervise more than one area).

Assistant principals will be permitted to bump less senior assistant principals. In addition, assistant principals will be permitted to bump less senior directors only if (a) they have subject area certification in the area to be supervised (or subject area certification in one of the areas when positions supervise more than one area), and (b) they have prior experience in related curriculum matters as determined acceptable by the Superintendent.

The parties further agree to review the above list and make necessary changes to the title of certain positions by mutual agreement before July 1, 2023.

6. An administrator who has been displaced as aforesaid shall be placed on a reappointment list for the former administrative position or another similar position of comparable pay and shall remain thereon until reappointed or for two years from the effective date of displacement, whichever occurs first, provided such administrator does not refuse reappointment. Administrators shall be recalled to positions for which they are certified and qualified and in which they have previous acceptable experience, according to their administrative seniority in the Hamden Public School System. If reappointment is offered consistent with the above and is refused by the administrator, the administrator shall thereupon be removed from the reappointment list.

ARTICLE V ADMINISTRATIVE VACANCIES

- 1. All vacancies in administrative positions, and all administrative positions hereinafter created, when such positions are to be filled, shall be filled pursuant to the following procedure:
 - a. Such vacancies shall be adequately publicized, including a notice in every school, for at least five (5) days prior to the filling of the vacancy.

- b. Said notice of vacancy shall clearly set forth the qualifications for the position.
- c. Administrators who desire to apply for such vacancy shall file their applications through the electronic application system within the time limit specified in the notice.
- d. It is understood that the Hamden Board of Education encourages administrators to apply for promotional positions. In recognition of this, all current administrators who apply for promotional positions and who meet the qualifications set forth in the notice of vacancy shall be extended an interview per Hamden Board of Education policy and practice.
- e. Such vacancy shall be filled on the basis of fitness and qualifications for the vacant post.
- f. All appointments to the aforesaid vacancies and opening shall be made without regard to age, race, creed, color, disability, religion, nationality, sex or marital status, genetic information, gender identify or expression or any other basis prohibited by law. Given that administrative remedies are available, any grievance filed under this provision shall stop at the Superintendent level of the grievance procedure.
- 2. When new administrative positions are created and are to be included in the administrators' bargaining unit pursuant to the Connecticut General Statutes, the Board will negotiate with the Association concerning the salary and the Article IVB.5 classification into which such position is to be placed.

ARTICLE VI PROTECTION

- 1. Building principals shall immediately report to the Superintendent in writing all cases of assault suffered by them or teachers in their school in connection with their employment. Any administrator involved, or alleged to be involved, in the incident to be reported shall not be required to make such report as aforesaid, but promptly shall delegate the responsibility therefore to another administrator. Such report shall be forwarded by the Superintendent to the Board.
- 2. The Board shall comply with any request from the administrator for information in its possession not privileged under law which relates to the incident or the person involved.

- 3. The Board recognizes its obligations under Connecticut General Statutes, Sec. 10-235 and 10-236a.
- 4. No administrator shall be reprimanded in writing or demoted for disciplinary reasons, except for just cause, or be suspended except as may be provided by state statute.

ARTICLE VII FRINGE BENEFITS

1. Health Care

- a. The sole insurance plan will be a high deductible health plane with the following provisions
 - 1. Plan year deductible of \$2,000 for individuals, \$4,000 for families.
 - 2. The Board will deposit 50% of the deductible amount in a Health Savings Account for eligible employees.
 - 50% of the Board deposit will be made in July and 50% of the Board deposit in January.
 - 3. After the deductible is satisfied, in-network services will be covered at 100%, except that prescription drugs will be subject to copayments of \$5/\$25/\$40 for generic, brand preferred and brand non-preferred drugs, up to the stated in-network out-of-pocket maximum.
 - 4. After the deductible is satisfied, out-of-network services will be covered at 80% of reasonable and customary charges for such services, up to the stated out-of-network out-of-pocket maximums.
 - 5. Out-of-pocket maximums shall be as follows:
 - In-network: \$3,000/\$6,000
 - Out-of-network: \$4,000/\$8,000
 - 6. Teachers not eligible to have a Health Savings Account shall participate in a Health Reimbursement Account.
 - 7. Personal contribution amounts may be changed up to twice/year.
 - 8. Maintenance fees borne per Benefit Wallet.
- b. The Board shall provide the respective current rates for the available insurance plans to Administrators at least two weeks prior to the annual election at reenrollment.

2. Insurance

a. Life Insurance - term life of \$250,000.00. Retirees may continue \$50,000.00 in life insurance at their own expense at the group rate up to age 72. This is an addition to the \$10,000 in life insurance which will continue to be available to retirees with no age limitation.

b. Blue Cross Dental Insurance - Board to pay premiums for family coverage. (Appendix C)

3. Cost Sharing

- a. Administrators will contribute 20.5% of the applicable premium cost of their medical insurance under Article VII and Section 2 of this Article (attached as Appendix B). The contribution shall increase to 21% effective in 2024-25 and 21.5% effective in 2025-26. Such payment shall be made via payroll deduction. The Board will make available an Internal Revenue Code Section 125 program which will allow premium contributions to be made on a pre-tax basis. In addition the Board will provide a Flexible Spending Account so as to allow medical/dental and dependent care expenses to be treated in the same way.
- b. Payroll adjustments for all contributions mentioned above shall be made on a pro-rata basis and deducted over the twenty-one (21) pay period schedule as developed by the administration.
- c. In addition, the Board shall implement a health care flexible spending account, a "Health FSA") and a dependent care flexible spending account (a "Dependent Care FSA"), for the purpose of enabling eligible administrators to divert a portion of their gross salaries, prior to reduction for Federal income taxes, into one or both such FSA plan for which they are eligible in accordance with the following:

Health FSA

- 1. Administrators enrolled in the health FSA may contribute, via automatic payroll deduction on a pre-tax basis, a minimum of \$100 to a maximum of \$5,000 annually per plan year.
- 2. Administrators may submit claims, subject to the plan's rules, for unreimbursed eligible medical expenses as defined in Section 213 (d) of the Internal Revenue Code, for themselves and for eligible covered dependents. Claims submitted for reimbursement may include uncovered medical and dental expenses, orthodontia expenses, etc., but shall not include the costs of premiums for any insurance pursuant to IRS regulations.
- 3. Administrators shall be required to provide substantiation of claims in a form determined by the Board.
- 4. As required by the Internal Revenue Code, amounts remaining in an administrator's account at the end of the plan year for which claims incurred by the end of such plan year have not been submitted in accordance with the plan's rules within two and one-half months following the end of the plan year for claims incurred during the previous year shall be forfeited to the Board.

Dependent Care FSA

- 1. Administrators enrolled in the dependent care FSA may contribute via automatic payroll deduction a minimum of \$100 to a maximum of \$5,000 annually per plan year.
- 2. Administrators may submit claims, subject to the plan rules, for eligible dependent care. The Board shall not be responsible for determining whether an employee's dependent is an eligible dependent for IRS tax purposes.
- 3. As required by the Internal Revenue Code, amounts left in an administrator's account at the end of the plan year for which claims incurred by the end of such plan year have not been submitted within two and one-half months following the end of the plan year shall be forfeited to the Board.

4. Benefit for Retirees

The Board shall pay for insurance (including Drug Rider to age 65) coverage for an administrator who retires with 20 years of service in the Hamden Public Schools. This coverage shall also be provided for the administrator's spouse and eligible dependents (dependents as defined by the carrier). Benefits will continue for the spouse and eligible dependents (dependents as defined by the carrier) after the death of the retired employee. If the spouse remarries, the spouse no longer will receive this benefit.

a. Administrators hired on or after July 1, 1991 who retire with twenty (20) years of service in the Hamden Public Schools will receive above-mentioned benefits. No benefits will be provided for spouse and eligible dependents.

The insurance plan provided to retirees under this section may change as the base health insurance plan for active members changes. Retirees participating in the plan under this Section shall pay the same employee premium contribution as do active unit members. The dental benefits and vision care benefits that are part of the plan provided to active unit members shall also be provided to retirees receiving benefits under this Section. Retiree health insurance benefits under this Section shall not be available to members hired after July 1, 2000.

5. The Board reserves the right to change insurance carriers provided that the new coverage is substantially equivalent taking the plan as a whole and the administration of same is consistent with the previous plan. Thirty (30) days prior to the implementation of any changes the union shall be notified and provided with the changes for its review.

6. The longevity schedule outlined will be in force based on the following schedule:

| After 15 years of service - | \$245.00 |
|-----------------------------|------------|
| After 20 years of service - | \$520.00 |
| After 23 years of service - | \$685.00 |
| After 25 years of service - | \$905.00 |
| After 27 years of service - | \$1,070.00 |
| After 29 years of service - | \$1,205.00 |
| After 31 years of service - | \$1,450.00 |
| After 33 years of service - | \$1,615.00 |
| After 35 years of service - | \$1,755.00 |

Longevity will be paid on the above schedule for any certified service in Hamden only. Administrators hired after July 1, 1997 shall not receive longevity.

7. When the administrator dies or retires or is displaced from administrative employment and receives benefits through the Connecticut Teacher Retirement System, the administrator or estate will receive \$500.00 for each year of service as an administrator in the Hamden Public Schools and \$225.00 for each year of other certified service in the Hamden Public Schools. Payment shall be by lump sum as soon as possible after the date of death or retirement as defined above. Any administrators hired on or after July 1, 2000 shall not receive this benefit.

8. Travel Allowance

All administrators shall be paid a flat annual stipend of \$750.00 for building administrators and \$1,250.00 for K-12 Directors to reimburse them for travel by automobile on school business. School business shall include, but not be limited to, travel between buildings in Hamden during the school day and travel to and from Hamden for conferences and workshops within the state of Connecticut. Additional mileage costs will be reimbursed for attending special projects or conferences outside of the state approved by the Superintendent or designee at the standard IRS mileage reimbursement rate.

- 9. Each administrator shall have their base salary increased by \$2,978.30, from which total base salary the administrator shall pay through a reduction in base salary (elective deferral) each year to an annuity. This amount shall be prorated for less than a year of service in the same manner as is salary.
- 10. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, potentially triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, or should there be any other change in state or federal law that would substantially increase the cost of health insurance provided herewith, the parties agree to commence mid-term negotiations in accordance with the Teacher

Negotiation Act. During such mid-term negotiations, the parties will reopen the insurance provisions of the Agreement for the purpose of addressing the impact of the excise tax or any other change in state or federal law that would substantially increase the cost of health insurance provided herewith. No other provision of the Agreement shall be reopened during such mid-term negotiations.

ARTICLE VIII LEAVES

1. Sick Leave

- a. Sick leave is to be used only for the purpose of compensating an administrator who is unable to attend to regular duties as scheduled because of a bona fide illness.
- b. So long as the administrator remains in the continuous service of the Board, the administrator shall be entitled to sick leave with full pay up eighteen (18) working days for twelve month administrators, cumulative to 240 days for twelve month administrators.
- c. An administrator covered by this Agreement who has accumulated the maximum number of days of sick leave, may use the current allocation of 18 days per year before diminishing the accumulated days.
- d. The Board of Education agrees to maintain a sick leave bank with input from the Administrators' Union.
 - 1. The sick leave bank will not become effective unless there is participation by at least fifty percent (50%) of all association members.
 - 2. Membership in the sick bank is voluntary on the part of all association members in the Hamden School System. Each participating member, upon initially enrolling in the bank, shall contribute three (3) days of accumulated sick leave.
 - 3. Each member enrolled in the bank will continue to donate one day of accumulated sick leave to the bank in September of each year. If at the start of a school year the bank contains 500 days or more, that year the enrolled member will not be assessed.
 - 4. The bank will not be depleted below a level of 100 days. If the bank is depleted below 100 days, each participating member will be required to contribute an additional day at that time.
 - 5. A participating member shall apply to the Superintendent to withdraw days from the sick leave bank. The Superintendent, or duly authorized designee, will require submission of medical proof of illness at any time a participating member utilizes the sick leave bank, either by the

- member's own physician or by a physician named by the Hamden Board of Education, at its own expense.
- 6. Any member withdrawing membership in the sick leave bank will not be allowed to withdraw contributed days.
- 7. Participating members shall be permitted to withdraw days from the sick leave bank according to the following criteria:
 - a. Member must exhaust their own sick leave, vacations and personal days.
 - b. Member must be sick thirty (30) consecutive working days before they are eligible to apply to the sick leave bank.
- 8. Maximum withdrawal of days from the sick leave bank per occurrence is ninety (90) days for those participating members.
- 9. Members participating who withdraw days from the sick leave bank will not be required to replace these days except as any regular contributing member to the bank.
- 10. A Committee consisting of two unit members selected by the Association and two delegates of the Administration will be established to set up guidelines, review implementation and update procedures.
- e. Administrators who use FMLA leave for the care of family members, as defined by the statute, shall be entitled to use up to fifteen (15) individual sick days per school years during said period of FMLA leave.
- f. Administrators may use up to five (5) sick days per year for illness in the immediate family, i.e., spouse, child, parents or other relatives who are permanent members of the household. In the event of suspected sick leave abuse the Superintendent or designee may require that Administrators present certification from a doctor following absence due to immediate family illness.

2. Child Rearing/Maternity Leave

- a. Administrators may utilize paid sick leave during periods of disability due to pregnancy and delivery, or complications related thereto.
- b. An administrator who becomes pregnant shall so notify the Superintendent or designee at least four months prior to the expected date of delivery.
- c. Disability leave shall begin when a written statement is filed with the Superintendent or designee by her doctor that the administrator is no longer physically able to work, or by confinement, whichever comes first. The administrator must return from her disability within five (5) days from the date determined by the doctor, indicating that she is physically able to return to work. Such statement shall immediately be filed with the Superintendent.

- d. If an administrator gives birth or adopts after January 1 of a given school year they may be granted a leave without pay for the remainder of that school year. Administrators returning from a child rearing leave may be returned to their previously held or similar position. Administrators may be granted additional child rearing leave at the discretion of the Superintendent of Schools. Administrators will not be eligible for childrearing leave at the same time as their spouse if the spouse has been granted child rearing leave by the Board for the same birth or adoption event without prejudice to the employee's rights otherwise under the FMLA.
- e. An administrator who becomes pregnant shall adhere to the notification and reporting procedures as stipulated in (b) above for as long as she remains in her position, whether or not she intends to return to her administrative position after her child is born.

3. Miscellaneous Leave

- a. Personal leaves without pay may be granted at the discretion of the Superintendent or designee.
- b. Should death occur in the immediate family of an administrator, they shall be allowed five (5) days of leave with pay. These days shall not be charged to sick leave. "Immediate family" means spouse, parents, child, sibling, grandchild, or any member of the administrator's household.
- c. Reasonable time off to attend the funeral of an aunt, uncle, brother-in-law, sister-in-law not living in the household shall be granted. Such leave shall be with pay.
- d. Each administrator will be granted three (3) personal days per year. An administrator will be able to accumulate up to six (6) personal days. Such personal days shall not be paid out upon retirement, resignation or termination.
- e. There shall be no loss of salary or sick leave allowance when an administrator is subject to quarantine by order of the Health Department for reasons other than the personal illness of the administrator.
- f. A leave of absence without pay or benefits not to exceed two (2) years may be granted to an administrator for the purpose of serving in a public office.
- g. The Board may grant leaves of absence without pay to administrators for study. Upon return, the administrator will be returned to a position in the same classification from which the administrator left.
- h. The Board will protect vested interest in life insurance for an administrator on leave
- i. The Board will extend to anyone granted leave the right to pay into any health insurance plan under this Agreement.

- j. An administrator who returns to full-time employment in the Hamden Public Schools upon the termination of any leave of absence shall be returned to the previous classification, and accumulated sick leave and all other rights shall be retained.
- k. Credit for time on leave will be granted for the purpose of the salary schedule hereof, unless otherwise provided herein.

ARTICLE IX PROCEDURE FOR GRIEVANCE

1. The prompt, informal and confidential adjustment and settlement of grievances is encouraged and therefore, the following procedures to accomplish these purposes are hereby established. The purpose of the grievance procedure as set forth herein is to secure and obtain, at the lowest possible administrative level, equitable solutions to problems which may arise under the terms of this Agreement, which are alleged by an administrator to affect their welfare or working conditions. The parties agreed that the purpose of the grievance procedure will be best served if all proceedings thereunder be kept as confidential as is appropriate.

2. Definitions

- a. A grievance shall mean a complaint by an employee or AHPSA that (1) the grievant has been treated unfairly or inequitably because there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or (2) the grievant has been treated unfairly or inequitably because there has been a violation, misinterpretation or misapplication of established policy or practice as set by the Board. Grievances under this provision (2) shall not be subject to arbitration.
- b. As used in this Article, the term "employee" shall mean (1) any member of the administrative unit as defined by State statute (2) a group of administrators having the same grievance. (Anyone who has been part of a group grievance may not file as an individual on the same matter.)
- c. "Days" shall mean school days, except for grievances occurring between June 1 and September 1 in which case such days shall mean calendar days during said period or any portion thereof.
- d. The term "grievant" shall mean either "employee", as herein defined or AHPSA.

3. Time Limits

a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum.

- b. A grievance must be filed in writing within twenty (20) days of the act or conditions on which the grievance is based.
- c. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Formal Procedures

Step I

- a. A grievant may present a grievance as a written grievance to the Assistant Superintendent or designee within twenty (20) days of the act or condition on which the grievance is based, and shall have the right to have the representatives of the Association assist.
- b. The Assistant Superintendent or designee may request a meeting with the grievant and such representatives prior to making a decision, but in any event, must render a decision in writing with copies to the employee within ten (10) days of the written submission by the grievant.
- c. A written grievance shall include: a concise statement of the factual basis on which the grievance is brought, the specific provisions of the collective bargaining Agreement alleged to be violated, the names of all grievants, and the specific remedy requested to address the grievance.

Step II

Failing satisfactory settlement at Step I, the grievant may appeal to the Superintendent or designee. Such appeal must be made within five (5) days of receipt of the decision of the Assistant Superintendent or designee and must be in writing setting forth the basis of the grievance.

The Superintendent or designee may request a meeting with the grievant and such representatives prior to making a decision, but in any event, must render a decision in writing with copies to the employee within five (5) days of the written decision of the Assistant Superintendent.

Step III

Failing satisfactory settlement at Step II, the grievant may appeal to the Board. Such appeal must be made within five (5) days of receipt of the decision of the Superintendent or designee and must be in writing setting forth the basis of the grievance. The Board shall hold a hearing within fifteen (15) days of the receipt of the appeal and shall render a decision in writing to the grievant within fifteen (15) days of the hearing.

Step IV

All terms in this Agreement are subject to binding arbitration.

- a. Notice of intention to request submission to arbitration must be in writing addressed to the Superintendent of Schools and must be made not later than ten (10) days after receipt of Board decision at Step III. Such notice of intention to submit to arbitration shall be sent to the Superintendent by certified mail, return receipt requested. The failure of the grievant to act within such time shall be deemed to be a decision not to submit the same to arbitration.
- b. The Board and grievant, within ten (10) days after receipt of such written notice by the Superintendent, shall notify the American Arbitration Association to select a single Arbitrator.
- c. The arbitrator selected shall thereafter confer promptly with the Board, Superintendent or designee, the grievant and representatives, if any, and the arbitrator shall review the record of prior hearings, and shall hold further hearings if deemed necessary.
- d. The decision of the arbitrator shall be final and binding upon all parties in interest to the extent permitted by law. The cost of the services of the arbitrator shall be borne equally by the Board and the Association.

5. General

- a. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.
- b. Failure at any step of the procedure to communicate a decision, or impose an extension of time, within the specified time limits shall permit the grievance to proceed to the next step. The time limit specified at any step may be extended in any particular instance by agreement between the Superintendent or designee and AHPSA in writing. The Board or the Superintendent shall have the option to extend such time limits for a period of twenty (20) days upon notification to the grievant within the normal time period.
- c. Meetings under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present. Persons proper to be present for the purpose of this Article are defined as the grievant, the Association representatives and witnesses. Grievant counsel and Board counsel shall be permitted at Steps II and III, if, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

ARTICLE X SALARY AGREEMENTS

The Board will compensate all members of the Association in accordance with the provisions of this working Agreement.

ARTICLE XI PAYROLL DEDUCTIONS

1. Dues Deduction

a. Upon the receipt of written authorization for salary deduction, all administrators employed by the Hamden Board of Education, shall be eligible to join the Association of Hamden Public School Administrators.

The Hamden Board of Education agrees to deduct from each administrator who provides a written authorization an amount equal to the Association membership dues by means of payroll deductions. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

Those administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

The Board of Education agrees to forward by electronic transfer to the Association each pay period the amount of money deducted during that month. The Board shall include a list of administrators for whom such deductions were made.

The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligation under this section. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf, the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section with the consent of the Board, which shall not be unreasonably withheld.

b. Upon payment of any deduction by the comptroller of an organization or for any purpose specified above, such payment shall release the comptroller, the Town of Hamden, the Board of Education and officers and agencies thereof from all liabilities.

- 2. The AHPSA and the Board agree to consult on any changes in the form or the process.
- C. The administrator and/or authorized agent, upon request, has the right to review the contents of their personnel file at any time during the year.
- D. The administrator and/or authorized agent has the right to reply to any document in the file with a formal letter addressed to the Superintendent of Schools. This letter shall be placed in the file.
- E. An administrator and/or authorized agent has the right to have reproduced any document in the administrator's personnel file.

ARTICLE XIV PROFESSIONAL DEVELOPMENT

The Board of Education recognizes the importance of continuing professional development of administrators. To that end, the Board shall reimburse each administrator up to \$1,250 for attendance fees, tuition, and participation expenses for professional development programs not sponsored or held by the Board. Any such reimbursement shall be made for programs which are approved in advance by the Superintendent and must be job-related. Nothing herein shall preclude administrators, with the approval of the Superintendent, from pooling their professional development monetary allotments for the benefit of a single administrator's professional development program in an amount not to exceed \$2,500. Administrators shall have the opportunity to propose conferences, which shall not be unreasonably denied.

Up to one (1) administrator each school year may be reimbursed by the Board for tuition costs, exclusive of all other fees, under the following conditions:

- 1. The course must be approved in advance by the Superintendent. At the time of approval, the Superintendent shall notify the administrator whether funds remain available for reimbursement.
- 2. It must be a graduate level course at an accredited college or university for the purpose of attaining a doctoral degree certification. All programs referred to herein shall be limited to those offered by a college or university accredited by a regional association such as The New England Association of Schools and Colleges or any other comparable accrediting agency.
- 3. Proof of successful completion of the course, a grade of B or better, much be submitted to the Superintendent.
- 4. When the foregoing conditions are met, such administrator shall be reimbursed for up to \$500 per credit hour or the actual cost of the course, whichever is less.

- 5. No more than twelve (12) credits per year per administrator can be submitted for reimbursement.
- 6. Reimbursement will be made for approved credits on submission of evidence of satisfactory completion and receipt for tuition charges incurred.
- 7. Requests for tuition reimbursement must be made prior to July 1 for the summer session, prior to September 1st, for the first semester, and prior to January 1st for the second semester.
- 8. In the event the administrator resigns from employment with the Board within three (3) years of receiving reimbursement for a course, the administrator will be responsible for reimbursing the Board for this tuition reimbursement benefit based on the following schedule:
 - a. An administrator who resigns within the first year of the three (3) year period: 100% repayment obligation
 - b. An administrator who resigns within the second year of the three (3) year period: 66 2/3% repayment obligation.
 - c. An administrator who resigns within the third year of the three (3) year period: 33 1/3% repayment obligation

ARTICLE XV INCLEMENT WEATHER

Administrators will be permitted to work remotely up to four (4) days in any given school year whenever the Superintendent of Schools specifically declares that school is cancelled due to inclement weather. On such days, administrators must request the use of such day(s) by notifying the Personnel Department via email or telephone, and specifically requesting the use of such day(s) in the email or telephone call.

The four (4) inclement weather days will not be added towards administrators' vacation, personal or sick time. In the event that there are no inclement weather cancellations declared by the Superintendent of Schools in any given school year, or if there is only (1) school closure due to inclement weather in any given school year, administrators will not be able to use any unused inclement weather day(s), nor will administrators be compensated for not being able to use such days. If administrators choose not to use inclement weather days when there are four (4) or more inclement weather cancellations declared by the Superintendent of Schools, administrators will not be compensated for the inclement weather days they chose not to use, nor will such days will be added to their vacation, personal or sick time

ARTICLE XVI NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, religion, marital status, race, color, creed, national origin, physical or mental disability, sexual orientation, gender identity or expression, genetic information or other characteristics protected by applicable law. Given administrative and judicial remedies otherwise available, the provisions of this paragraph are subject to the grievance procedure up to Step Three.

ASSOCIATION OF HAMDEN PUBLIC SCHOOL ADMINISTRATORS (AHPSA)

HAMDEN BOARD OF EDUCATION

Scott Trauner, AHPSA President

Date: 8/8/23

Melissa A Kaplan,

Chairperson

Date: 8 9 202

Gary Highsmith

Superintendent of Schools

Date: 8 9 2023

Witnesses:

Date: 8/9/23

Date: 8/9/23

SALARY SCHEDULE APPENDIX A

| Classification | 2023-2024 | 2024-2025 | 2025-2026 | |
|---|------------------------|-----------------------|------------------------|--|
| K-12 Coordinator (10 Mo. |) | | | |
| Step 1 | \$107,960 | \$110,119 | \$112,321 | |
| Step 2 | \$110,767 | \$112,982 | \$115,242 | |
| Step 3 | \$119,309 | \$121,695 | \$124,129 | |
| K-12 Coordinator | | | | |
| Step 1 | \$125,107 | \$127,609 | \$130,161 | |
| Step 2 | \$128,375 | \$130,943 | \$133,562 | |
| Step 3 | \$138,334 | \$141,101 | \$143,923 | |
| Assistant Principals/ Coor | dinator of Early Child | hood Education, Coord | linator of Alternative | |
| Special Education, Coordi | - | | | |
| Step 1 | \$132,732 | \$135,387 | \$138,095 | |
| Step 2 | \$136,153 | \$138,876 | \$141,654 | |
| Step 3 | \$146,667 | \$149,600 | \$152,592 | |
| Elementary Principals | | | | |
| Step 1 | \$134,256 | \$136,941 | \$139,680 | |
| Step 2 | \$137,707 | \$140,461 | \$143,270 | |
| Step 3 | \$148,332 | \$151,299 | \$154,325 | |
| HMS Principal/ Director of Instruction/Director of Pupil Personnel Services | | | | |
| Step 1 | \$138,833 | \$141,610 | \$144,442 | |
| Step 2 | \$142,375 | \$145,223 | \$148,127 | |
| Step 3 | \$153,335 | \$156,402 | \$159,530 | |
| High School Principal | | | | |
| Step 1 | \$146,458 | \$149,387 | \$152,375 | |
| Step 2 | \$150,153 | \$153,156 | \$156,219 | |
| Step 3 | \$161,667 | \$164,900 | \$168,198 | |

Administrators not yet at maximum shall advance a step in each year.

The above salaries are based on the Master's Degree + Credits for State Certification for administrators.

Salaries will be adjusted for degree status:

| 6th year + 30 credits | \$2,004 |
|-----------------------|---------|
| Doctorate | \$4.657 |

(An administrator with a Doctorate would receive just the Doctorate stipend.)

The High School Principal will receive a stipend of \$2,500 on an annual basis to be included in the last paycheck in December. This stipend amount will not be included in the base salary of the High School Principal, but rather be paid separately.

APPENDIX B



Your summary of benefits

Anthem® BlueCross and BlueShield

Your Plan: Anthem Century Preferred PPO CGHSA7119 Rx \$5/\$25/\$40 Your Network: Century Preferred

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the 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 See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section. | \$2,000 p \$4,000 | person / family |
| Out-of-Pocket Limit 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. | \$3,000 person / \$6,000 family | \$4,000 person / \$8,000 family |
| Preventive care/screening/immunization In-network preventive care is not subject to deductible, if your plan has a deductible. | No charge | 20% coinsurance after |
| Doctor Home and Office Services | | |
| Primary Care Visit to treat an injury or illness All services performed in the office are included in the office copay. | 0% coinsurance after deductible is met | 20% coinsurance after |
| Specialist Care Visit All services performed in the office are included in the office copay. | 0% coinsurance after deductible is met | 20% coinsurance after |
| Routine Prenatal Care | 0% coinsurance after deductible is met | 20% coinsurance after deductible is |

| Covered Medical Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|--|--|---|
| Routine Postnatal Care | 0% coinsurance after deductible is met | 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 Visit Live Health Online is the preferred telehealth solutions (1vvvv.livehealthonline.com). | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Acupuncture Coverage is limited to Pain Management. | 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 For the drugs itself dispensed in the office through infusion/injection. | 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 |
|--|--|--|
| Diagnostic Services | | |
| Lab: | | |
| Office All services performed in the office are included in the office copay. | 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 All services performed in the office are included in the office copay. | 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: Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans. | | |
| Office All services performed in the office are included in the office copay. | 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 |

| Covered Medical Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|---|--|---|
| Outpatient Hospital | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| 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/Behavioral Health and Substance Abuse | | |
| Doctor Office Visit and Online Visit | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Facility visit: | 0% coinsurance | |
| Facility Fees | after deductible is met | 20% coinsurance after deductible is met |
| Doctor Services | 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 |

| Covered Medical Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|--|--|--|
| Freestanding Surgical Center | 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 |
| Freestanding Surgical Center | 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 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. | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Rehabilitation services (for example, physical/speech/occupational therapy): | | |
| Office 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 | 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 |
|--|--|---|
| Outpatient Hospital 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 | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| 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) Coverage is limited to 120 days per benefit period. Limit is combined In- Network and Non-Network. | 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 Coverage for hearing aids is limited to 1 per ear every 2 years. | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Prosthetic Devices 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 20% coinsurance after deductible when In-Network. | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |

| 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 National Drug List This product has a 30-day Retail Supply available. And a 90 day supply is available via the Home Delivery program. | | |
| Tier 1 - Typically Generic Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). | prescription after | 20% coinsurance after deductible (retail and home delivery). |
| Tier 2 – Typically Preferred Brand Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). | prescription after | 20% coinsurance after deductible (retail and home delivery). |
| Tier 3 - Typically Non-Preferred Brand Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). | prescription after | 20% coinsurance after deductible (retail and home delivery). |

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded meaning the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The individual deductible and individual out-of-pocket maximum only apply to individuals enrolled under single coverage
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

APPENDIX C

FLEX DENTAL PLAN

HOW IT WORKS

This dental plan provides coverage for a wide range of dental services up to individual maximum of \$2,000 per insured person per calendar year for the services listed below.

DIAGNOSTIC & PREVENTIVE SERVICES

Payable at 100% of usual, customary and reasonable charges at participating dentists:

Initial oral exams - 1/36 months

Periodic Oral exams - 2/Year

Prophylaxis - 2/Year

Topical application of fluoride - 2/Year to age 19

Space maintainers to age 19

X-rays

Emergency Treatment

Bacteriological Cultures

Biopsy

Palliative Treatment

Sedative Fillings

BASIC SERVICES

Payable at 85% of usual, customary and reasonable charges at participating dentists:

Fillings

Endodontics

Root canals

Stainless steel crowns (Primary Teeth)

Extractions

Oral Surgery

Repair of dentures – 1/Year

Relining of dentures – 1/2 Years

Recement crown

Recement bridge

Repair bridge

Relining of Dentures

General Anesthesia

Periodontics

Hemisection

Apicoectomy & Retrograde Fillings

Root Canal Therapy

Pulpotomy

Diagnostic Casts

Scaling & Root Planning

Provisional Splinting

Periodontal Applications
Root Recovery
Alveoplasty
Incision & Drainage
Cyst Removal
Pin Retention
Silicateplastic & Composite restorations

MAJOR SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists:

Crowns - 1/Tooth/5 Years
Post and core - 1/Tooth/5
Inlays - 1/Tooth/5 Years
Prosthodontics - 1/Tooth/5 Years
Gold Inlays & Onlays
Gold Post & Core
Frenectomy
Occlusal Adjustment
Full Dentures
Partial Dentures

Onlays - 1/Tooth/5 Years

Calendar Year Maximum:

Fixed Bridge

\$2000 per person per calendar year Applies to all three categories

PRINCIPAL LIMITATIONS AND EXCLUSIONS

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

This is not a legal policy or contract. It is only a general description of your Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.