CONTRACT

BETWEEN

LEARN REGIONAL EDUCATIONAL SERVICE CENTER

AND

LEARN EDUCATION ASSOCIATION

JULY 1, 2024 - JUNE 30, 2027

TABLE OF CONTENTS

ARTICLE 1 - Preamble 1
ARTICLE 2 - Recognition 1
ARTICLE 3 - Full and Complete Agreement 2
ARTICLE 4 - Definitions 2
ARTICLE 5 - Salaries 3
ARTICLE 6 - Payroll Deductions 3
ARTICLE 7 - Insurance Benefits 4
ARTICLE 8 - Leaves of Absence 7
ARTICLE 9 - Employee Benefits for Part-Time Teachers 9
ARTICLE 10 - Extended Leaves of Absence 9
ARTICLE 11 - Reduction in Force and Recall 10
ARTICLE 12 - Grievance Procedure 11
ARTICLE 13 - Degree Definitions 15
ARTICLE 14 - Placement on the Salary Schedule 16
ARTICLE 15 - Dues Deduction 16
ARTICLE 16 - Personal Injury Benefits 17
ARTICLE 17 - Teaching Assignments 17
ARTICLE 18 - Teachers Transfers 19
ARTICLE 19 - Protection of Teachers 19
ARTICLE 20 - Employment Year 20
ARTICLE 21 - Work Day and Planning Time 20
ARTICLE 22 - Meetings 21
ARTICLE 23 - Childrearing Provisions 21
ARTICLE 24 - Conference Leave 22
ARTICLE 25 - Tuition Reimbursement 22
ARTICLE 26- General Provisions 23
ARTICLE 27 - Amendment 24
ARTICLE 28 - Duration 24
SIGNATURE PAGE 25
APPENDIX A - Salary Schedules 26
APPENDIX B – Stipends 28
APPENDIX C - Insurance Summary Plan 31
APPENDIX D - Return to Work Form 38

The LEARN Regional Educational Service Center (hereinafter referred to as "LEARN"), through its Board of Directors (hereinafter referred to as "the Board"), and the Learn Education Association (hereinafter referred to as the "Association"), hereby agree as follows:

ARTICLE 1
PREAMBLE

This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the mutual consent of both parties. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE 2
RECOGNITION

A. The Board hereby recognizes the Learn Education Association as the exclusive bargaining representative of all employees in the "teachers' bargaining unit" as defined by Conn. Gen. Stat. § 10-153b(a).

B. The Board agrees that it will not negotiate or confer with any individual or organization of teachers, other than the Learn Education Association as long as said Association retains organizational recognition status.

C. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of LEARN in all its aspects, including but not limited to the following:

1. To create, abolish or maintain programs and other educational activities as, in its judgment, will best serve the interest of LEARN;

2. To decide the need and type of facilities;

3. To determine the care, maintenance, and operation of facilities with buildings, lands, apparatus and other property in its control;

4. To employ, assign, and transfer teachers, and to prescribe and enforce rules and regulations for the maintenance of employee discipline and for the performance of work;

5. To prescribe rules for the management, studies, classification and discipline for LEARN programs;

6. To decide textbooks, curriculum, and procedures to be used to implement programs;

7. And, in general, to control, supervise, and manage the operations of LEARN and its professional staff under governing laws, and to establish or continue

policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

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 the specific terms and provisions of this Agreement.

ARTICLE 3
FULL AND COMPLETE AGREEMENT

A. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement. Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of existing policies, rules and regulations or the adoption of new policies, rules or regulations.

B. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 4
DEFINITIONS

A. In the construction of the articles of this Agreement, words and phrases shall be construed according to the commonly approved usage of the language, except that terms of art, those words which have acquired a special meaning in education or collective bargaining, shall be interpreted accordingly.

B. As used in this Agreement, the following terms shall have the respective meaning as set forth below:

1. "Board" — The LEARN Board of Directors

2. "Association" — The Learn Education Association

3. "Teacher" — A member of the teachers' bargaining unit as defined under the Recognition Article.

4. "Association Representative" — A duly designated representative of the Learn Education Association. The Association President shall submit a list of officers of the Association to the Executive Director in October and shall keep this list current. Any communications from anyone on such list shall be deemed to reflect the

position of the Association.

5. "Days" School days, unless otherwise specifically stated in the contract. After the last teacher work day, and prior to the first teacher work day of the following year, days shall mean business days on which the Board's central office is open.

ARTICLE 5
SALARIES

A. The salary schedules for members of the bargaining unit are attached to this Agreement as Appendix A.

B. Salary Payments

Teachers shall choose either a salary payment of twenty-two (22) equal payments (September - June), or a salary payment based on 1/26th of the total contracted salary of twenty-one (21) equal payments (September - June) with the balance due at the close of school in June, or shall be paid an annual salary in twenty-six (26) equal installments (September - August), and will receive such installments by direct deposit on Fridays, on a biweekly basis. With the last paycheck in June, LEARN shall notify staff of the date of the first paycheck in September. Teachers shall be paid by direct deposit prior to any official holiday period in order for teachers to receive their pay in a timely fashion so that no payments are received after a scheduled pay date. Teachers may designate for direct deposit any bank doing business in the United States that is capable of providing direct deposit without charge to LEARN.

ARTICLE 6
PAYROLL DEDUCTIONS

A. In addition to those payroll deductions required by law, additional payroll deductions may be made from teachers' salaries to the following agencies and for the following purposes. All requests for deductions must be in writing on approved authorization forms.

1. Teachers who are employed by LEARN may enroll in any bank/credit union that participates in any direct deposit system.

2. Tax Sheltered Annuity Plans - Teachers may make private arrangements for annuity investments in conformity with the applicable provisions of the Internal Revenue Code. Determination of (a) a tax sheltered annuity carrying institution, or (b) a tax sheltered private investment option must be in writing to the Executive Director by September 1st for the following school year. The number of tax sheltered annuity plans shall be limited as follows:

   a) As annuities are dropped from the current list of allowed ones, the new total becomes the new maximum allowed.

b) When, through attrition, the list of allowed annuities reaches five, a further decrease may be offset by the addition of a new annuity that does not have to follow the guidelines of Section 3.

c) If a new annuity is desired before the allowed list is below five, five or more people must agree to enroll in it. An existing annuity must be dropped to make room on the allowed list.

d) Any change in an existing annuity must be made in writing to the Central Office at least fifteen (15) days before the first payday in September, December, April or July.

e) New hires may not bring additional annuities unless they are currently on the list.

f) New hires have an exemption from the September notification date.

The annual amount invested in a TSA will be translated into a "per pay" deduction based on 22 pay periods. An authorization form must be completed, and it will take at least one pay period to process any new requests or a change in an existing TSA.

3. Teachers may participate in the State of Connecticut's 457(b) Retirement Plan. Any deductions under this provision will not be subject to the provisions of Section 2, of this Article.

B. All requests for deductions or changes in deductions shall be honored no later than thirty (30) days after the first paycheck following the request.

ARTICLE 7
INSURANCE BENEFITS

A. Group Life Insurance - LEARN will offer $100,000 in group life insurance, subject to employee premium cost sharing as set forth below in Section D.

B. LEARN shall offer the following coverage, subject to the conditions herein stated, to all bargaining unit employees (and their eligible dependents as defined by state and/or federal law), who may at their option participate in such coverage.

1. Health Savings Account (HSA)/High Deductible Health Insurance Plan, as summarized in Appendix C, with co-pays and deductions as noted.

2. Plan deductibles level will be: $2,000/$4,000.

3. LEARN contribution to the HSA will be $750/$1,500 per year.

4. Prescriptions expenses are treated as any other medical expense until the deductible is satisfied. Thereafter, prescriptions are subject to co-payments of $5 Generic, $25 Brand Preferred, $40 brand non-preferred, up to limits of $500/$1,000, for total annual out-of-pocket maximums (including the deductible amounts) of $2,500/$5,000.

C. All of the health insurance coverage as noted above shall be provided pursuant to a utilization management program, designed to authorize and coordinate appropriate use of services across the care continuum.

D. To be eligible to receive life, health and medical, and dental insurance benefits set forth in Sections A and B above, the employee shall annually contribute the following amount for such benefits:

1. The employee shall pay 21% of the insurance premium cost in 2024-25 by automatic payroll deduction.

   The employee shall pay 21.5% of the insurance premium cost in 2025-26 by automatic payroll deduction.

   The employee shall pay 22% of the insurance premium cost in 2026-27 by automatic payroll deduction.

2. Basic Dental Plan With Rider A

   The employee shall pay the same insurance premium cost by automatic payroll deduction as for life and health and medical benefits as set forth above. Employees participating in the total medical benefit plan may elect not to participate in the dental plan. Employees who are not enrolled in the total medical benefit plan may elect participation in the dental plan with Rider A at the premium cost share noted above, if and when the plan is modified to permit such enrollment,

3. LEARN will allow access to H.S.A. account with no bank fees if reasonably possible. If access to a no bank fee H.S.A. account is not possible, the Executive Director will meet and consult with the Association.

E. Only certified professional staff who work 3 full days or 24 hours per week, or more in accordance with Article 9, shall be eligible for insurance benefits.

F. All insurance coverages shall be provided in accordance with the terms of the insurance carrier or third-party administrator administering the plan. Disputes concerning an employee's eligibility or entitlements to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier or third party administrator administering the plan and are not subject to the grievance procedure.

G. The above noted plans shall be on file in the Business Office.

H. All insurances benefits are provided subject to and in accordance with the terms of the respective insurance carriers.

In any case where the name of a particular company or a specific plan has been used in this Article, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company, any specific plan, or any cooperative group. In each case, LEARN is free to seek substantially equivalent benefits, when viewed as a whole, through other means, either in whole or in part. Other means may include insuring with other companies, self-insuring, or participating in a cooperative, consortium, or other collaborative process, such as provided under Conn. Gen. Stat. § 7-46a or otherwise allowed by law.

I. The Board will arrange for informational sessions with the employees covered by such insurances in order to provide for the smooth transition in the practices and procedural changes that might occur because of the change in carriers or change in administration of benefits.

J. Insurance Waiver

1. Teachers may voluntarily elect, in writing, once a year in August, to waive insurance coverages listed above, and in lieu thereof, shall receive an annual payment of $600 for an individual waiver, $1,200 for an individual and dependent waiver, and $1,600 for a family waiver (including self).

2. In order to be eligible to elect this insurance waiver, the teacher must have been employed by LEARN on June 30, 2008.

3. Subject to the rules and regulations of the Internal Revenue Service and the Section 125 Plan, where a change in a teacher's status prompts the teacher to resume Board provided insurance coverage, the prior written waiver may, following written request to the Board of Directors, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.

4. Payment to those employees shall be made in one lump sum by June 30th for the same year's waiver.

K. The Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event

that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association or any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

L. For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for the HDHP/HSA plan, the Board shall make available a HDHP/HRA plan with the same deductible finding as received by HSA participants, offered on the same terms and conditions. HRA participants can roll over funds remaining on the HRA account up to the deductible or amount permitted by IRS regulations.

M. Should any Federal statute or regulation be mandated to trigger the imposition of an excise tax or similar excess charge with respect to any of the contractually agreed upon insurance plans offered in the parties' Agreement or otherwise cause a substantial increase in the cost of health insurance, the parties agree to commence midterm negotiations on the issue of health insurance in accordance with the Teacher Negotiation Act.

ARTICLE 8
LEAVES OF ABSENCE

A. Sick Leave

1. Teachers shall be entitled to 15 days per year sick leave cumulative to 175 days. Sick leave days are prorated for less than a full-year as follows:

Days of Work	Entitlement
145 through 186 days of school	15 sick days
109 through 144 days of school	12 sick days
73 through 108 days of school	9 sick days
37 through 72 days of school	6 sick days
1 through 36 days of school	3 sick days

2. Teachers may use up to ten (10) days per year of accumulated sick leave for:

- serious illness of a parent or a family member of the household; and
- for the birth/care of a child or the placement/care of a child placed with the teacher for adoption or foster care, as defined in the federal Family and Medical Leave Act, as amended.

In extenuating circumstances, the Executive Director may grant additional days.

B. Necessary or Emergency Leave Days

Up to five necessary or emergency days per year may be granted upon request and approval of the Executive Director. These days are prorated for less than a full year as follows:

Days of Work	Entitlement
150 through 186 days of school	5 days
113 through 149 days of school	4 days
76 through 112 days of school	3 days

These days are only to be used for necessary and essential matters of a serious nature, which matters cannot be attended to outside the normal work day or work year, religious observances, and for the birth/care of a child or the placement/care of a child placed with the teacher for adoption or foster care, as defined in the federal Family and Medical Leave Act, as amended. Leave for the birth or placement of a child must be taken within three weeks of such birth or placement.

Such days ordinarily will not be granted immediately before or after a holiday or vacation period without prior written approval from the Executive Director.

C. Bereavement Days

Up to three days per year may be granted to each employee for bereavement purposes. In extenuating circumstances, the Executive Director may grant additional days.

D. Professional Days

Upon application to and approval of the Executive Director, an employee may be granted three professional days.

E. Sick Leave Severance Pay

Upon retirement (as defined by the State Teacher Retirement Act) or death, after a minimum of 15 years of service with LEARN, the teacher or his or her estate will receive a severance payment based on twenty-five (25%) percent of the teacher's then accumulated sick leave days to a maximum of 150 days, based on the teacher's current salary at the time of retirement or death.

In order to be eligible for this sick leave severance pay, the teacher must have been employed by LEARN on June 30, 2012 and must provide written notice of retirement on or before November 1 of the school year at the end of which the retirement will be effective.

F. Jury Duty

The Board recognizes that staff members have an obligation to serve as members of juries. Staff members who are called to jury duty will notify the Executive Director as soon as possible regarding the date of jury duty. Staff members who serve on juries during the regular work year will be paid their regular salary for the duration of the commitment. Any monetary compensation, except for travel reimbursement, paid to the staff members by the court for such duty must be remitted to LEARN. Staff members shall submit a professional leave request (without an actual loss of professional leave days) to the Executive Director prior to serving on a jury.

ARTICLE 9
EMPLOYEE BENEFITS FOR PART-TIME TEACHERS

A. In order to be eligible for employee benefits teachers must be employed by LEARN for three full days per week or 24 hours per week.

B. All benefits for part-time teachers are the same as for full-time teachers with the exception of sick leave and necessary and emergency leave days, which are allocated on a pro rata basis.

ARTICLE 10
EXTENDED LEAVES OF ABSENCE

A. A teacher may be granted an extended leave of absence without pay or benefits. A teacher on a leave of absence is responsible for notifying the Executive Director of LEARN during the period from December 1 to January 31 of the current school year of his/her intention to return to a teaching position the opening day of the next school year: Such notification must be made on the form found at Appendix D and according to the instructions contained in it. Failure to so notify the Executive Director or failure to return after notification to the position shall be deemed a resignation from LEARN.

B. To request a leave under Article 10, a teacher should send a written request to the Executive Director at least 30 days in advance when the need is foreseeable. The request should include the reason and dates being requested. The Executive Director or his/her designee will respond to the request in writing.

C. The governing Board will attempt to return a teacher who has been on an approved leave of absence to the same or nearly the same position which he or she left. If there is no open or vacant position for which the teacher is certified and qualified as defined by the criteria listed in Part 3, Section C of Article 11, Reduction in Force and Recall, then the application of the reduction in force article shall apply in determining whether the teacher will be able to displace any existing teacher.

D. The teacher's years of service with LEARN, placement on the salary schedule, accumulated sick leave and other benefits will be the same when the teacher returns to a

position as they were when he/she left to go on approved leave of absence. Teachers who have worked more than one-half (1/2) of the school year prior to a leave will advance on the salary schedule in the same manner as teachers who worked a full year.

ARTICLE 11
REDUCTION IN FORCE AND RECALL

A. Elimination of Certified Staff Positions

If it should become necessary to eliminate and/or reduce certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process. It is recognized that the LEARN Governing Board has the exclusive prerogative to eliminate and/or reduce professional staff positions, consistent with the provisions of the applicable Connecticut General Statutes.

B. Definitions

1. As used herein, the term "days" shall mean calendar days.

2. As used herein, the term "teacher" shall apply to all members of the bargaining unit.

C. Procedure

Prior to terminating a teacher contract due to elimination of position or loss of position to another teacher, the Executive Director will give due consideration to his/her ability to reduce staff by the following means:

1. Retirements, resignations, transfers, voluntary leaves of absence, non-renewals and terminations for reasons other than position elimination, will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid the further release of teachers.

2. Contract terminations occur only within the program (as defined by Article 18 (D)) in which positions are eliminated. Only the least senior teacher within the certification area may be displaced, provided that LEARN reserves the right to deviate from seniority for just cause.

   If a job posting requires a specific certification(s) or qualification(s), an employee subject to this Article 11 will not be considered uncertified or unqualified under paragraph C.2, above, if the employee can obtain such certification or qualification as an administrative (paperwork) matter.

D. No decision with respect to subsection C.2 above shall be arbitrary and capricious. Layoff is a termination of employment subject to review in accordance with Conn. Gen. Stat. § 10-151 and in no other manner.

E. Recall

1. The names of tenured teachers who have been laid off shall be placed on a recall list and remain on such list for two (2) years from the date of contract termination, provided that such teacher applies in writing by email for retention of his/her name on said list on or before June 1 of each year subsequent to his/her termination.

2. No new employee shall be hired to fill a position in a program from which a tenured teacher was laid off until such tenured teacher, if qualified, is offered the position so long as that tenured teacher remains on the recall list. However, the Executive Director may, in his/her sole discretion, recall a teacher to an open position in another program where such teacher has the requisite competencies for the position and is certified or immediately certifiable.

3. Any such teacher on the recall list shall receive a written offer of reappointment at least fifteen (15) calendar days prior to the date of reappointment. The teacher shall accept or reject the appointment by email within one calendar week from the receipt of the offer, or the offer shall be deemed to be rejected. When an offer of reappointment to a full-time position is rejected, all recall rights under this Article shall terminate immediately.

ARTICLE 12
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to equitably resolve any alleged breaches of this contract through open and honest discussion at the lowest possible administrative level. Both parties agree that the proceedings will be kept as confidential as is appropriate.

B. Definitions

1. "Grievance" shall mean a claim of a violation of a specific term or terms of this contract to the detriment of a teacher or group of teachers.

2. "Teacher" shall mean any member of the bargaining unit.

3. "Grievant" shall mean the person or persons making the claim or the Association.

4. "Days" shall mean days when school is in session, except after May 1st when days shall mean calendar days, so that the matter may be resolved before the end of the school terms or as soon as possible thereafter.

C. Time Limits

1. 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. The time limits specified may, however, be extended by written agreement of the grievant and the appropriate administrator.

2. If a teacher does not file a grievance in writing within twenty (20) days after he knew or should have known of the act or conditions on which the grievance is based, then the right to grieve on that issue shall be considered waived.

3. 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. Failure by any administrator to render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.

D. Informal Procedure

If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with his/her Program Director or other appropriate administrator in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One - Immediate Supervisor

   a. The grievant shall file a written formal grievance with the immediate supervisor specifying the term or terms of the contract that the grievant believes have been breached and a proposed remedy.

   b. Within five (5) days after the receipt of the formal grievance, the immediate supervisor will hold a meeting with the grievant.

   c. The immediate supervisor shall, within four (4) days after the hearing, render his decision and reasons in writing to the grievant.

2. Level Two - Executive Director

   a. If the grievant is not satisfied with the disposition of the grievance at Level One, he may, within five (5) days after the decision or seven (7) days after the Level One meeting, file the grievance with the Executive Director.

   b. The Executive Director shall, within five (5) days after the receipt of the referral, meet with the grievant.

c. The Executive Director shall, within five (5) days after such meeting, render his/her decision and the reasons in writing to the grievant.

3. Level Three - LEARN

a. If the grievant is not satisfied with the disposition of his grievance at Level Two, he may, within five (5) days after the receipt of the decision or eight (8) days after the meeting with the Executive Director, file the grievance with the LEARN Board of Directors.

b. The LEARN Board of Directors or a committee thereof shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.

c. The LEARN Board of Directors or the above mentioned committee shall, within five (5) days after such meeting, render its decision and the reasons in writing to the grievant.

4. Level Four Arbitration

a. If the Association and the grievant are not satisfied with the disposition of his/her grievance at Level Three, the Association may, within ten (10) days after the decision of the Board of Directors, submit the grievance to arbitration by notifying the Executive Director of his/her intent to do so. If the Association and the Executive Director cannot mutually agree upon a single arbitrator to hear the grievance within three (3) days of the notice of intent to submit to arbitration, then the Association may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the procedures.

b. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings as he/she shall deem requisite.

c. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules. He/she shall hear only one grievance at a time. He/she shall have no power to add to, delete from, or modify the agreement. He/she shall decide initially questions of arbitrability, subject to the right of each party to submit such questions to de novo court review. The decision of the arbitrator shall be submitted to the Board of Directors and to the Association and, subject to law, shall be final and binding.

d. The costs of the services of the arbitrator shall be borne equally by LEARN and the Association.

F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. The grievant may be represented at level two and three of the grievance procedure by a person of his own choosing provided, however, that such person shall not be an official or a representative of any other teacher organization. When a teacher is not represented by the Association, the Association shall be notified and have the right to be present and to state its views at any level of the grievance procedure.

G. Miscellaneous

1. All documents, communications and records generated by a grievance shall be filed separately from the personnel files of the participant.

2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and by the Executive Director.

3. If the grievance occurs as the result of an action by other than the teacher's immediate supervisor or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs. In such a case, the grievance shall specifically identify the group and the alleged damage suffered by that group.

4. Meetings held under this procedure shall be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of LEARN, hearings are held during school hours, persons proper to be present shall be excused from work without loss of pay.

5. The Association may elect to process any grievance of any teacher, grievant, group of individuals or party in interest, on its own behalf at any step of the grievance procedure.

ARTICLE 13
DEGREE DEFINITIONS

Salaries listed in the appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor	A Bachelor's Degree earned at an accredited college or university.
Masters/Bachelor Plus 30	A Master's Degree earned at an accredited college or university relevant to the teacher's job responsibilities, or the completion of 30 graduate level credits subsequent to and beyond the baccalaureate degree in a program approved by an accredited college or university and relevant to the teacher's job responsibilities. Teachers seeking placement in the Masters/Bachelors +30 lane must obtain written approval in advance from the Executive Director who shall determine whether or not a Master's Degree or a 30 graduate level credit program is relevant to the teacher's job responsibilities.
Sixth Year/Masters Plus 30	A second Master's Degree in a discipline other than the discipline in which the initial Master's Degree was obtained or the completion of 30 graduate level credits beyond and subsequent to the Master's Degree in a program approved by an accredited college or university; or a sixth year certificate from an accredited college or university; or a Master's Degree from an accredited college or university requiring a minimum of sixty credits. All of the above shall be relevant to the teacher's job responsibilities and must be approved for lane placement in advance by the Executive Director who shall determine whether or not such programs are relevant to the teacher's job responsibilities. In order to receive 30 graduate level credits beyond the Master's Degree, the 30 credits must be taken subsequent to the Master's Degree.
Doctorate	A Ph.D or Ed.D earned at an accredited college or university relevant to the teacher's job responsibilities. Teachers placed on this salary lane as of June 30, 2018 will remain on this salary lane.

Nothing in the changes in Article 13 agreed to by the Association and LEARN will result in a teacher moving back a lane. Worded differently, a teacher who has moved into a lane but done so with non-graduate level credits will be grandfathered in their current lanes.

ARTICLE 14
PLACEMENT ON THE SALARY SCHEDULE

All teachers shall be placed on the appropriate step on the salary schedule, taking into consideration the following:

1. Degree status as defined under Degree Definitions Article.

2. The Executive Director may grant credit on the salary schedule to new employees to the extent of previous teaching service in a position requiring and under State certification. Any school year of which one-half or more is worked shall count as a school year. However, the Executive Director will not place any new employee at a step greater than a member of the Association with an equal number of years of credited experience at LEARN. Intermittent and short-term substituting is not credited as previous teaching experience.

3. When filling a position in a shortage area, as identified by the State Department of Education, the Executive Director may grant up to one year of credit on the salary schedule, for each full year of full-time experience outside of certified teaching up to a maximum of four (4) years for work experience directly related to the position which the teacher is filling, unless the Association agrees to more. However, the Executive Director will not place any new employee at a step greater than a member of LEA with an equal number of years of credited experience.

4. Any teacher seeking a change in degree status shall request such change in writing prior to January 1 of the prior year. Upon receipt of such written request, the teacher shall be placed on the appropriate salary lane commencing with the beginning of the next school year following the request and the presentation of said transcripts to the LEARN Central Office. LEARN Central Office will annually notify teachers of this requirement at least two weeks prior to January 1.

ARTICLE 15
DUES DEDUCTION

A. Dues Deductions

1. The Association shall, at least thirty (30) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its dues and those of the CEA and NEA which are to be deducted in that school year under proper wage authorization. Only one deduction shall be made for these dues and paid to the local Association.

2. The right to refund to employees money deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to

reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

3. The Association shall indemnify and save the Board and/or LEARN and its agents harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

B. LEARN agrees to deduct dues bi-weekly over twenty-two (22) pay periods, as certified by the President or Treasurer of the Association, from the salaries of all employees covered by this Agreement who submit to LEARN a written authorization for such dues deduction.

C. A teacher who ceases to be a LEARN employee, for whatever reason, during the school year, shall be responsible for the prorated portion of any annual dues to the date of his/her leaving the system.

D. No later than September 15 of each school year, LEARN shall provide the Association with a list of all employees of LEARN in the bargaining unit. LEARN shall notify the Association president and treasurer on the first of each Month the exact date of hiring or exact date of termination of bargaining unit members.

E. When the Board conducts a new teacher orientation, the Association shall be included on the agenda of such orientation.

ARTICLE 16
PERSONAL INJURY BENEFITS

Whenever a teacher is absent from school as the result of personal injury caused by an accident arising out of and in the course of his/her employment, LEARN shall continue to pay said teacher his/her full net salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for a period of forty-five (45) days following the injury or to the point of maximum recovery, whichever is sooner. No part of such absence shall be charged to the teacher's annual or accumulated sick leave. At no time, however, will payments be made that will result in the teacher taking home more pay than he/she would have had he/she remained working. Teachers may apply sick days proportionately to any additional days of Workers' Compensation leave to make up the difference in compensation between Workers' Compensation and net salary.

ARTICLE 17
TEACHING ASSIGNMENTS

A. Teachers initially employed by LEARN shall receive their program assignment from the Executive Director.

B. Teachers already employed at LEARN shall receive notification of any change in their initial assignment for the next school year prior to the close of the current school year. In the event of a change in circumstances or conditions during the months of May through August, such assignments may be changed with prompt notice in writing and by e-mail to the teacher's last known address.

C. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the requirements and best interests of the school system and the students as determined by the Executive Director.

D. In arranging schedules for teachers who are assigned to programs in more than one location reasonable efforts will be made to limit the amount of travel. Teachers shall be reimbursed for inter-program travel. Rate of reimbursement for inter-program travel shall be in accordance with Board policy.

E. A list of certified open positions in LEARN shall be posted online on ATS and emailed to each teacher.

F. LEARN will notify teachers prior to June 1 of the first required work day of the following year.

G. Recognizing that LEARN must be innovative to serve the needs of its member districts, LEARN reserves the right to create and eliminate Coordinator positions after consultation with the Association. Such consultation shall occur as follows: LEARN shall present to the Association a job description for the position specifying the proposed work day and work year for the position. At its option, the Association may (1) agree with the proposed job description or (2) initiate negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e). Should LEARN make significant changes in a coordinator job description, the parties shall follow this process.

Certified staff members in such positions are members of the bargaining unit, and they shall be subject to the terms of this collective bargaining agreement except as follows: Coordinator positions are generally twelve-month positions, and staff members in such positions shall receive twenty (20) sick days, thirteen (13) holidays, twenty (20) vacation days (twenty-five (25) vacation days after ten years of service at LEARN), and six (6) personal/emergency/necessary/ religious days each year. In addition, unit members employed as coordinators on January 29, 2021 shall continue to receive a $310 annual contribution by LEARN to their 403b plan.

Teachers assigned to coordinator positions shall be paid in accordance with Appendix A, with such salary amount increase proportionally when they work an extended day or extended year. Based upon the need for the position, candidates available to meet the qualifications for the position, the market for sale of service by persons in such positions, experience, education, degree status, and length of service at LEARN, the Executive Director will determine initial step placement when Coordinators are hired. Coordinators who are not on the top step of the salary schedule shall advance one step

each year in which there is step movement for teachers more generally.

Should a coordinator position be eliminated, the status of the affected Coordinator shall be determined in accordance with Article 11, Reduction in Force and Recall.

ARTICLE 18
TEACHERS TRANSFERS

A. Teachers who desire to transfer to another position or desire a change in class level shall file a written statement of such desire with the Executive Director on or before April 1. Such statement shall include a description of the position to which the teacher desires to be assigned.

B. An involuntary transfer shall be made only after a meeting and discussion between the teacher involved and the Executive Director or his/her designee, at which time the teacher shall be notified of the reasons for the transfer.

C. When an involuntary transfer is necessary, and when a choice must be made among the teachers in the program, the Executive Director shall utilize the following criteria in deciding which teacher shall be transferred:

1. Qualifications in the position;

2. The most effective working relationship among personnel, and

3. Length of service in LEARN.

D. Notice of transfer shall be given to the transferred teachers as soon as practicable and under normal circumstances not later than June 1.

Programs under this Article are defined as follows:

- Each free-standing magnet school shall be a separate program.
- Special Education Program includes all certified special education teachers.
- Related Services Program includes all Speech Therapists and certified staff.
- Partner in Birth to Three Program includes 12-month certified Educators.
- Twelve-month certified Educators in other departments shall be a separate program by department.

ARTICLE 19
PROTECTION OF TEACHERS

A. Teachers shall report immediately in writing to their immediate supervisor and to the Central Office all cases of injury from assault suffered by them in connection with their employment.

B. Such report shall be forwarded through the Executive Director to the Board which will comply with any request from the teacher for information in its possession not

privileged under law which relates to the incident or the persons involved.

ARTICLE 20
EMPLOYMENT YEAR

A. Teachers will follow the work year of the schools in which they are housed unless otherwise directed by the Executive Director. The Executive Director shall not deny any teacher the right to attend a professional workshop in the local district that is relevant to the teacher's assignment. Teachers shall also be required to be in attendance on work days assigned by LEARN.

B. The combined total of all such work days shall not exceed 186 days, except for newly hired teachers for whom the combined total shall not exceed 188 days. Teachers who are required to work beyond the above noted 186 days (or 188 days in the case of new hires) shall be paid 1/186 (or 188 for new hires) of their yearly salary for each extra day worked beyond the above limit. Teachers whose work year is reduced from 186 days shall have 1/186th of their salary deducted for each day that their current work year is reduced.

C. Notwithstanding Section A above, any teacher transferred to a program located in another local district shall not suffer any loss of pay by reason of a reduced employment year in that district; nor shall any teacher suffer loss of pay should the local district in which that teacher is working reduce its teacher employment year. In such cases, LEARN may require employees to work on days assigned by LEARN to fulfill the 186 day maximum employment year.

D. Notwithstanding Section A above, should a local district increase its student year beyond 186 days or should a teacher be transferred to a program in a district in which the student year exceeds 186 days, no additional per diem shall be paid to the affected teachers. Only when LEARN increases the employment year of a teacher so as to exceed the 186 day maximum shall the teacher be paid the per diem.

LEARN agrees that it will notify the Association and the teachers prior to June 1st of any extension of the following school year beyond 186 days (or 188 in the case of first year teachers). In exceptional circumstances, where LEARN must extend the school year when it otherwise had no notice of, or intent to, extend the school year, then LEARN will notify teachers of the change as soon as reasonable after it knows it must make an extension.

ARTICLE 21
WORK DAY AND PLANNING TIME

A. The teacher work day shall begin one-half hour prior to the beginning of the student day and end one-half hour after the end of the student day.

B. If the work day for a school or for a group of teachers is increased beyond seven and

one half (7.5) hours, LEARN shall negotiate the impact of said increase with the Association.

C. Teachers are entitled to planning time within the student work week. Teachers will have 200 minutes of duty-free time per week for individual planning. The Administration will make reasonable efforts to schedule meetings and/or consultations, including, but not limited to, IEP and 504 meetings, outside of the teacher's scheduled planning time.

D. The Building Principal or designee at each site will create planning time based on the schools' class schedule. This schedule will be provided to the Association by October 1 of each school year.

E. The parties agree that LEARN and the LEA will research, meet annually, and discuss ways in which planning time and time before and after student day and workloads may be equitably distributed among bargaining unit members.

F. The Executive Director and the Association President may, in their discretion, agree to create a committee to assist them in such research and discussion.

G. If such a committee is formed, it will be composed of individuals mutually agreed upon by the Executive Director and the Association President.

ARTICLE 22
MEETINGS

Teachers required by the administration to attend more than four (4) meetings per month, which last for up to one (1) hour in length, excluding staff meetings of an emergency nature, shall be paid at the rate of $40 per hour per meeting beyond four (4) meetings per month. In the case of emergency, the Executive Director will submit a letter to the Association President within ten (10) days after such meeting explaining the emergency. Meetings do not include consultation among and between staff members, voluntary meetings, or meetings called by the local school district. Meetings will be scheduled at the beginning of each month by the Executive Director or his/her designee.

ARTICLE 23
CHILDREARING PROVISIONS

A. Any teacher shall be entitled, upon written request submitted to the Executive Director, to a leave without pay, for purposes of child rearing, apart from any period of child birth disability leave. Such employee shall be entitled to such leave for any school year, or a reasonable portion thereof, in which the child is born, adopted, or fostered, and for one additional school year or half year if requested by the employee.

B. Such childrearing leave shall be subject to the following conditions:

1. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of commencing such leave.

2. A teacher on the above-noted leave shall be entitled to purchase group insurance at group rates in accordance with law and in accordance with the terms of the insurance carriers.

3. A teacher shall be offered a position at LEARN upon termination of his/her childrearing leave subject to Article 11 - Reduction in Force.[1]

4. The employee shall notify the Executive Director at the time of taking leave when he/she shall return to work. The employee may only return to work at the beginning of the first semester or the beginning of the second semester of a school year. In the event of an unfortunate circumstance, a teacher with the mutual agreement of the Executive Director may return at an earlier date. Employees on leave shall provide written notification that they will be returning to work between ninety days (90) and (60) days before the end of such leave. Failure to return to the position at the time designated shall be deemed to be a resignation.

C. The Executive Director may grant childrearing leave to non-tenured employees subject to the above conditions.

ARTICLE 24
CONFERENCE LEAVE

Teachers may be authorized by the Executive Director or his/her designee to attend conferences, institutes or other professional meetings or visits, related to their teaching activities, with or without loss of pay or other annual leave, and with or without reimbursement for reasonable expenses including registration fees and meals and mileage allowance. When a teacher is required by the Executive Director or his/her designee to attend a conference, institute, or other professional meeting, it shall be without loss of pay or loss of other annual leave. In such a case, the teacher shall be reimbursed for reasonable expenses.

ARTICLE 25
TUITION REIMBURSEMENT

When in the judgment of the Executive Director, or designee, the course for which reimbursement is requested will make a meaningful contribution to a more effective job performance of the duties to which the certified employee is assigned, then such reimbursement shall be granted.

Each course must be submitted for approval through the Tuition Reimbursement App 15 days prior to the course start date and include the employee's name, job title, name of higher

[1] As long as the program from which the employee left is still in existence, he/she shall be restored to his/her former position in that program or if that is not available, to a similar position in that program.

education institution, course name, number, description, amount of credits, and cost. All support documents for graduate level courses meeting the above criteria must be uploaded to the website by the first day of the payout month in order to be considered for reimbursement and have earned a grade of B or higher. An official transcript or grade report is required. Proof of payment and a zero balance must be included. It is mandatory that an employee be on the staff at the time of payment in order to receive any of the following reimbursements.

Certified staff will receive their reimbursement at a maximum rate of 50% or 30% of UCONN' current year's tuition rate for the same number of credits for each course meeting all the required documentation submitted by July 1st and January 1st. Reimbursement will be included in paychecks in the second pay period in the months of July and January.

ARTICLE 26
GENERAL PROVISIONS

A. The Board shall prepare this Agreement and provide sufficient copies for Board members, administrators, and teachers. The Board shall pay for the preparation of this Agreement and the cost of providing copies. This agreement shall also be made available digitally for Association members.

B. Any substantive, serious complaint made to the LEARN administration against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous complaint or other complaint of third parties not investigated by the administration be placed in any teacher's file. A teacher may offer a written statement to the administration regarding any such complaint which is placed in the teacher's file. The administration shall then sign such statement only to acknowledge that it has seen the statement.

C. No teacher shall be disciplined unless there is just cause.

D. Application of Federal Family and Medical Leave Act - Any leaves provided under this contract which are also covered by the Federal Family and Medical Leave Act shall run concurrently with any entitlement under that Act.

E. Teachers who are required to travel as part of their job responsibilities (excluding commuting or travel to other LEARN facilities for meetings) shall upon submission of documentation be reimbursed for such job-related travel at the IRS rate per mile. Notwithstanding the foregoing, SSS personnel shall receive mileage reimbursement for travel to the regularly-scheduled SSS Related Services meetings.

F. Teachers leaving employment with LEARN shall give thirty days prior written notice.

ARTICLE 27
AMENDMENT

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE 28
DURATION

The provisions of this Agreement shall be effective commencing July 1, 2024 and shall continue and remain in full force and effect to and including June 30, 2027.

SIGNATURE PAGE

LEARN REGIONAL EDUCATIONAL SERVICE CENTER

Date 1/26/2024 By _____

Katherine Ericson, Executive Director

Date 1/26/24 By _____

Robert Mitchell, Board Chairperson

LEARN EDUCATION ASSOCIATION

Date 1/26/24 By _____

Kristin Gemaly, President

APPENDIX A
SALARY SCHEDULES

2024-2025

YOE	STEP	BA	MA	6TH YR	DOCTORATE
0-1	3	48,140	50,593	55,727	57,075
2	4	49,292	51,767	57,267	58,615
3	5	50,523	53,001	58,806	60,263
4	6	51,758	54,236	60,686	61,904
5-6	7	54,515	55,468	62,506	63,650
7	8	55,825	56,743	64,148	65,495
8-9	9	57,203	58,015	65,904	67,253
10-11	10	60,940	64,682	69,743	71,549
12-14	11	62,997	68,682	73,743	75,549
15	12	65,821	72,682	77,743	79,549
16	13	68,645	77,182	82,243	84,049
17	14	70,631	81,682	86,743	88,549
18	15	73,402	86,182	91,243	93,049
19+	16	77,152	91,182	96,243	98,049

All teachers not on maximum step will advance one step.

2025-2026

YOE	STEP	BA	MA	6TH YR	DOCTORATE
0-2	4	49,292	52,285	57,840	59,201
3	5	50,523	53,531	59,394	60,866
4	6	51,758	54,778	61,293	62,523
5	7	54,515	56,023	63,131	64,287
6-7	8	55,825	57,310	64,789	66,150
8	9	57,203	58,595	66,563	67,926
9-10	10	60,940	65,329	70,440	72,264
11-12	11	62,997	69,369	74,480	76,304
13-15	12	65,821	73,409	78,520	80,344
16	13	68,645	77,954	83,065	84,889
17	14	70,631	82,499	87,610	89,434
18	15	73,402	87,044	92,155	93,979
19+	16	77,152	93,006	98,168	100,010

All teachers not on maximum step will advance one step.

2026-2027

YOE	STEP	BA	MA	6TH YR	DOCTORATE
0	4	49,292	52,808	58,418	59,793
1-3	5	50,523	54,066	59,988	61,475
4	6	51,758	55,326	61,906	63,148
5	7	54,515	56,583	63,762	64,930
6	8	55,825	57,883	65,437	66,812
7-8	9	57,203	59,181	67,229	68,605
9	10	60,940	65,982	71,144	72,987
10-11	11	62,997	70,063	75,225	77,067
12-13	12	65,821	74,143	79,305	81,147
14-16	13	68,645	78,734	83,896	85,738
17	14	70,631	83,324	88,486	90,328
18	15	73,402	87,914	93,077	94,919
19+	16	77,152	94,866	100,131	102,010

All teachers not on maximum step will advance one step.

APPENDIX B
STIPENDS

A. Teachers will have the opportunity to apply for stipended positions as leaders related to specific projects. Such positions will be posted with a description, inclusive of duties, responsibilities, projected time commitments and projected stipend.

B. Stipends will be a flat amount, based on the projected time commitment for the project multiplied by the applicable rate, below.

C. Notwithstanding the above, if the time needed to perform the stipend work is substantially different than projected, the employee may appeal to the Executive Director.

D. The project description will be provided to the selected teacher prior to start of the project and, if reasonably possible, at the start of the school year.

E. LEARN will provide to the Association at the start of each school year a list of the anticipated stipended positions for that school year. The Executive Director retains the right, at his or her discretion, to create and eliminate stipended positions, notwithstanding a position being on such list.

F. Hourly stipend rates for approved work will be as follows:

1. For any project involving direct student supervision or instruction: $45 per hour for projected hours;
2. For any project not involving direct student supervision or instruction: $40 per hour for projected hours.

G. <u>Extended School Year/Summer School Opportunities</u>

1. Notice of all openings in the LEARN Summer school programs that are known to the Executive Director, shall be sent by April 1 to all members of the teaching staff. Appointments for such openings known prior to April 1 shall be made by May 1. Notice of additional openings known to the Executive Director after April 1 shall be sent to teachers as soon as LEARN becomes aware of such openings.

2. All members of the unit who apply for such openings shall be granted an interview for such positions and shall be granted preference over outside applicants.

H. <u>Attendance at PPTs Outside of the Work Day or Work Year</u>

Required attendance at PPTs beyond the normal work year, on non-school days, or before or after the work day shall be compensated at the rate of $40 per hour. A

teacher who must travel to attend a meeting on a day that the teacher would not normally travel to school shall be paid travel time and mileage reimbursement at the IRS rate.

I. Other Stipended Positions

Class Advisor - 9th Grade	$900
Class Advisor -10th Grade	$900
Class Advisor - 11th Grade	$1,575
Class Advisor - 12th Grade	$2,025
Yearbook	$3,600
Student Council	$1,575
National Honor Society	$900

The above stipend amounts shall be calculated by multiplying the projected hours to perform the responsibilities of each stipended position by the applicable hourly rate based on whether direct student supervision/instruction is involved (see Section F). These amounts shall then be included in the collective bargaining agreement.

J. New Positions

When these positions or new stipend positions for student-related activities are proposed at a school in a given school year, they will be approved, posted and filled in accordance with the procedures set forth below. Continuing stipend positions will be posted on an annual basis. Such stipends for student-related activities will be a flat amount, based on the projected time commitment for the project multiplied by the applicable rate, below.

The process for establishing new stipend positions for student-related activities is as follows:

1. Position Creation and Approval:
   - The School/Department leadership determines the need for the position (at the suggestion of the principal, a teacher, students or parents).
   - The Principal/Director will first verify that the school budget can support the proposed position.
   - If the funds are available, the Principal/Director (in consultation with interested teacher(s)) will draft create a job description outlining the proposed duties of the role (if it doesn't already exist). The job description will set out how many hours will be allotted to the position.
   - The Principal/Director will submit job description (with allotted hours) to LEARN Leadership for review/approval, as follows:
     - Associate Executive Director

- Human Resources

A copy of the job description will be sent at the same time for comment to the Association President.

2. Approval, Posting and Application Process:
   - Once the position is approved, the Office Manager submits a job requisition into Frontline as an internal position.
   - The Human Resources Department reviews the process to make sure steps above were completed.
   - The Director of Human Resources then approves the job requisition, and the posting is emailed to all LEARN staff via email list serve
   - Internal applicants have two weeks to submit their internal application through Frontline.
3. Appointment:
   - School/Department leadership reviews applicants for the position
   - The Principal/Director interviews qualified applicants to determine the best fit based on credentials
   - The Principal/Director submits a LEARN Employment Form recommending the selected candidate(s) for the role
   - The Principal/Director submit the recommendation to the Executive Director for approval, with copy to the Human Resources Department.
   - The Executive Director approves the recommendation.
   - The Human Resources Department completes correspondence confirming appointment to the stipend position, including compensation and payment schedule
     - Original correspondence is sent to the appointed employee.
     - A copy is sent to payroll.
     - A copy placed in the teacher's personnel file.

Anthem
Lumenos

Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

APPENDIX C

Your Lumenos HSA Plan	
First - Use your HSA to pay for covered services: **Health Savings Account** With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.	**Contributions to Your HSA** For 2015, contributions can be made to your HSA up to the following: $3,350 individual coverage $6,650 family coverage Note: These limits apply to all combined contributions from any source.
Plus - To help you stay healthy, use: **Preventive Care** 100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.	**Preventive Care** No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.
Then - **Your Bridge Responsibility** The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal $0. HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility. **Health Account + Bridge = Deductible**	**Bridge** Your Bridge responsibility will vary **Annual Deductible Responsibility** **In Network and Out of Network Providers** $2,000 individual coverage $4,000 family coverage
If Needed - **Traditional Health Coverage** Your Traditional Health Coverage begins after you have met your Bridge responsibility.	**Traditional Health Coverage** After your bridge, the plan pays: 100% for in-network providers 80% for out-of-network providers Except for prescription copayments of $5/$25/$40, effective July 1, 2019.
Additional Protection For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.	**Annual Out-of-Pocket Maximum** **In-Network and Out-of-Network Providers** $ 4,000 individual coverage $ 8,000 family coverage Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.
And even - **Earn Rewards** What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.	**Earn Rewards** **If you do this:** — **You can earn:** • Future Moms for participation and completion — Up to $200 • Healthy Lifestyles online participation — Up to $150 • ConditionCare participation and completion. — Up to $300 Some eligibility requirements apply. See page 2 for program descriptions.

If you have questions, please call toll-free 1-888-224-4896.

Healthy Rewards

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a $200 Future Mom's incentive. This includes three milestones: $100 initial enrollment, $50 interim, and $50 postpartum; timing and rules apply.
Healthy Lifestyles Online: Each adult family member can earn up to $150 each year. Members earn a $50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.
Enroll in ConditionCare: (Incentive $100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program - not separate ones for each condition.
Graduate from ConditionCare: (Incentive $200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program - not separate ones for each condition.

Summary of Covered Services

Preventive Care
Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:
Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza - flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) - cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:
Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza - flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) - cervical cancer

Summary of Covered Services (Continued)

Medical Care
Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services, Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year,
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in and out-of-network services,

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

GHSA584 w GC NGF (Eff. 01/15)

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.

Anthem
Lumenos

In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association. *Registered marks of the Blue Cross and Blue Shield Association. ®LUMENOS is a registered trademark.

Anthem

LEARN

Full Dental Plan

The **Full Dental Plan** is designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

Covered services include:

- Oral Examinations
- Periapical and bitewing x-rays
- Topical fluoride applications for those under age 19
- Prophylaxis, including cleaning, scaling and polishing
- Repair of dentures
- Palliative emergency treatment
- Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- Simple extractions**
- Endodontics - including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by the Dental Amendatory Rider A.

** Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits.

When receiving care from one of over 1,800 Participating Dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating Dentist, we pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay an amount equal to the dentist's usual charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute our health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Anthem

Dental Amendatory Rider A **Additional Basic Benefits**

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- Inlays (not part of bridge)
- Onlays (not part of bridge)
- Crown (not part of bridge)
- Space Maintainers
- Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays-only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Appendix D

Notice of Intent to Return to Work

Important

Failure to follow these instructions could result in the loss of employment. Follow them carefully.

This form is the form you use to inform LEARN that you are returning from long term leave that you have taken under Article 10 of your collective bargaining agreement.

1. Fill out the loan.
2. Return the form to the Executive Director at the following address:

   Katherine Ericson Executive Director
   LEARN
   44 Hatchetts Hill Road
   Old Lyme, CT 06371

3. If sending this form by mail, it is recommended that you send it Return Receipt Requested or by other means that confirms delivery.

4. You must submit this notice no earlier than December 1 and no later than January 31 of the current school year when you are returning to work at the beginning of the next school year.

   Notices received prior to December 1 will be discarded. Notices received after January 31 shall be deemed a resignation from LEARN. The failure to provide notice will also be deemed a resignation. (See Article 10 of your collective bargaining agreement).

Name _____

Address _____

_____

Current Date _____

Date of Return _____