

AGREEMENT

Between the

HAMDEN BOARD OF EDUCATION

and

THE ASSOCIATION OF HAMDEN PUBLIC SCHOOL ADMINISTRATORS

(ADMINISTRATORS)

July 1, 2017

THROUGH

JUNE 30, 2020

January 17, 2017

5275019v2

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition.....	1
II	Board Rights	1
III	Administrative Work Year.....	3
IVA	Involuntary Transfer	4
IVB	Administrative Reduction in force.....	4
V	Administrative Vacancies	7
VI	Protection.....	8
VII	Fringe Benefits.....	8
VIII	Leaves.....	12
IX	Procedure for Grievance	17
X	Salary Agreements	19
XI	Payroll Deductions.....	20
XII	Severability.....	21
XIII	Evaluation and Personnel Files	21
XV	Professional Development	22
	Appendix A (Salary Schedules).....	24
	Appendix B (Century Preferred Plan Summary).....	25
	Appendix C (Comprehensive PPO Plan Summary)	30
	Appendix D (Flex Dental Plan Summary)	32

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, 2017 and ending June 30, 2020.

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 Superintendent of Schools 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;
9. 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 five weeks of vacation. If a vacation is to be taken while school is in session prior approval must be granted by the Superintendent. The Superintendent must be consulted on vacations taken while school is not in session.
 - 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	Martin Luther King Day
Labor Day	New Year's Day
Veteran's Day	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
December 24 th	July 4 th
Christmas Day	

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 his/her supervisor.

3. A 12-month administrator who is leaving his/her 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 his/her 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. Vacation earned in one school year must be used within the next two school years 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 his/her 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 his/her duties because of reduction of staff or elimination of position, shall be offered an administrative opening (if one exists) in his/her classification, for which he/she is certified and qualified.
 - (b) If there is no existing administrative opening in his/her classification for which he/she is qualified and certified, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her classification for which he/she is certified and qualified.
 - (c) If there is no existing administrative opening in his/her classification for which he/she is qualified and certified, and the displaced administrator has the least seniority in his/her classification, he/she will be offered an administrative opening, if one exists, in any other lower grouped classification for which he/she is certified and qualified.
 - (d) If there are no existing administrative openings in any classification for which he/she is certified and qualified and the displaced administrator has the least seniority in his/her 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 his/her duties because of a reduction in staff or elimination of position and another administrator position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he is 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 his/her duties because of being displaced by a reduction in staff or an elimination of position and is employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher contract for his/her 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 his/her 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 his/her 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 Language Arts and Literacy
- Director of Mathematics
- Director of Physical Education and Health
- Director of Science
- Director of Social Studies
- Director of World Languages/ESL
- 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
- Coordinator of Special Services (10 ½ months)

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.

6. An administrator who has been displaced as aforesaid shall be placed on a reappointment list for his/her 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, he/she 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 ten (10) 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 in writing with the Personnel Office 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 Board shall provide health insurance plans consistent with that set out in Appendix B & C.

- b. The employee may elect the PPO option offered by the Board (Appendix B) as an alternative to the Comprehensive PPO coverage described in Appendix C. In the event of this election, the employee shall pay the difference in cost between the Board's total cost for the PPO plan described in Appendix B and the Comprehensive PPO plan described in Appendix C.
- c. The Board shall post the respective current rates for the available insurance plans on its website 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 D)

3. Reopener

Health insurance plan design and premium cost sharing amounts shall be subject to reopener negotiations for the period July 1, 2019 - June 30, 2020. Said reopener negotiations shall commence in accordance with Conn. Gen. Stat. Section 10-153f(e) thirty days after the terms of the contract for the Hamden Education Association are established for the period commencing July 1, 2019. Notwithstanding the foregoing, should the Hamden Education Association extend its current agreement prior to the statutory time for negotiations for the period commencing July 1, 2019, said reopener negotiations shall be conducted in accordance with the statutory timeline for negotiations for the period commencing July 1, 2019.

4. Cost Sharing

- a. Administrators will contribute 16.5% of the applicable premium cost of their medical insurance under Article VII (attached as Appendices B and C) and Section 2 of this Article (attached as Appendix D). The contribution shall increase to 17.5% effective in 2018-19. 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. The health care premium cost shall be calculated from the rates defined as follows: the expected claims plus the stop loss and administrative fee annually adjusted for claim fluctuation and claim cost including the dental premium, apportioned by class. For the HMO alternative, the premium co-payment shall be based on the rates quoted to the employer.
- c. 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.
- d. 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.

5. Benefit for Retirees

The Board shall pay Blue Cross/Blue Shield Century Preferred Plan (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. Commencing July 1, 2000, 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.

6. 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.

7. 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.

8. When the administrator dies or retires or is displaced from his/her administrative employment and receives benefits through the Connecticut Teacher Retirement System, he/she or his/her 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.
9. **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.
10. Each administrator shall have his/her base salary increased by \$2,500 in 2017-18, \$2,700 in 2018-19 and \$2,900 in 2019-20, from which total base salary the administrator shall pay through a reduction in his/her 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.

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 his/her regular duties as scheduled because of a bona fide illness.
 - b. So long as the administrator remains in the continuous service of the Board, he/she 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 his/her accumulated sick leave.
 3. Each member enrolled in the bank will continue to donate one day of his/her 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 his 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 his/her 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 his/her own sick leave, vacations and personal days.

- b. Member must be sick thirty (30) consecutive working days before he/she is 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 one delegate 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.
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 his/her 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 his/her 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 she 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 his/her 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 their spouse has been granted child rearing leave by the Board for the same birth or adoption event.

- 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 by the Superintendent to meet serious personal problems.
- b. Should death occur in the immediate family of an administrator, he/she shall be allowed five days of leave with pay. These days shall not be charged to sick leave. "Immediate family" means spouse, parents, child, brother, sister, grandchild, or any member of his/her 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 personal days per year. An administrator will be able to accumulate up to six personal days.
- 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 four (4) years may be granted to an administrator for the purpose of serving in a public office.
- g. An exchange administrator's leave may be granted to any administrator who is exchanged in a given year for an administrator from some other school administrative district in the United States or a foreign country. Such exchange shall be initially reviewed by the Superintendent, and any recommendation sent to the Board, which shall recommend final action. All rights and privileges of the exchange administrator shall continue in full force and effect during the exchange period.
- h. 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 he/she left.
- i. The Board will protect vested interest in life insurance for an administrator on leave.

- j. The Board will extend to anyone granted leave the right to pay into any health insurance plan under this contract.
 - k. 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 his/her previous classification, and accumulated sick leave and all other rights shall be retained.
 - l. Credit for time on leave will be granted for the purpose of the salary schedule hereof, unless otherwise provided herein.
4. Administrative Sabbaticals
- a. At the discretion of the Board, summer sabbaticals may be made available to administrators after six (6) years of service with application to be made by April 1 of the year the sabbatical is to be taken. The pay scale is full pay for 12 month applicants. Sabbatical studies must be in the field of an approved program.
 - b. At the discretion of the Superintendent, visitation privileges within the State of Connecticut may be granted for administrators during the school year.
 - c. An administrator may make application for a full year sabbatical after six (6) years of service. Upon the return of any administrator granted a full year sabbatical, such administrator shall resume his/her previous administrative position, and further agree to remain in the administrative employ of the Board for at least a three (3) year period following his/her return. Upon such return, the administrator shall be placed on the appropriate step in the salary schedule as though such administrator had not been on leave.

During sabbatical leave, which shall be for a full year, the administrator shall receive a fellowship in an amount equal to 100 percent (100%) of the annual salary to which he/she would have been entitled had he/she remained in an administrative service in Hamden that year.

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 his/her 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 of the grievant, 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. For the purpose, AHPSA is considered a twelve-month employee.
- 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 his/her grievance as a written grievance to the Superintendent or his/her 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 him/her.
- b. The Superintendent or his/her designee may request a meeting with the grievant and such representatives prior to making his/her decision, but in any event, must render his/her decision in writing with copies to the employee within five (5) days of the written submission to him/her 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 Board. Such appeal must be made within five (5) days of receipt of the decision of the Superintendent or his/her designee and must be in writing setting forth the basis of the grievance. The Board shall hold a hearing and shall render a decision in writing to the grievant within thirty (30) days after receipt of the appeal.

Step III

All terms in this contract 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 II. 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 his/her designee, the grievant and his/her representatives, if any, and the arbitrator shall review the record of prior hearings, and shall hold further hearings if he/she shall deem them 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 his/her 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. All administrators employed by the Hamden Board of Education shall, as a condition of employment, join the Association of Hamden Public School Administrators or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

The Hamden Board of Education agrees to deduct from each administrator an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of Association membership dues and service fee 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 to the Association each pay period a check for the amount of money deducted during that month. The Board shall include with such a check 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. Other Deductions

In addition to the payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms. The list of approved deductions is as follows:

Life Insurance
Association of Hamden Public School Administrators
Credit Union
Tax Sheltered Annuity Approved Vendor List
United Way
Anthem Blue Cross-Blue Shield of Connecticut
Health Maintenance Organization (HMO) Option Board-Approved

ARTICLE XII
SEVERABILITY

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

ARTICLE XIII
EVALUATION AND PERSONNEL FILES

- A.
1. The Board of Education shall keep only one official personnel file for each administrator covered by this contract.
 2. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.
 3. No anonymous letters or materials shall be placed in an administrator's file.
 4. Administrators shall receive a copy of all material to be placed in their files after the original date of employment that may form the basis for any disciplinary action or become a part of a formal evaluation. A copy of any externally generated material directed to the administration that will be used in an evaluative manner shall be shared with the administrator upon its receipt.
- B.
1. A written evaluation of an administrator shall be signed by the evaluator, a copy shall be given to the administrator, and the original shall then be signed by the

administrator. Signature shall not be construed to mean agreement with the evaluation.

2. The AHPSA and the Board agree to consult on any changes in the form or the process.
- C. The administrator and/or his/her authorized agent, upon request, has the right to review the contents of his/her personnel file at any time during the year.
- D. The administrator and/or his/her authorized agent has the right to reply to any document in his/her file with a formal letter addressed to the Superintendent of Schools. This letter shall be placed in the file.
- E. An administrator and/or his/her authorized agent has the right to have reproduced any document in his/her 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 in outside professional development programs. The payment will be in addition to the professional activities sponsored by the Board traditionally taking place prior to the opening of school and during early November. 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 will be required to attend at least one state, regional or national conference each two years. Administrators shall have the opportunity to propose conferences, which shall not be unreasonably denied.

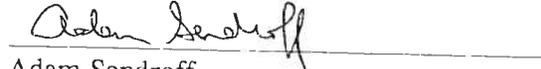
AHPSA


Joseph DiBacco,
President

Witnesses:



HAMDEN BOARD OF EDUCATION


Adam Sendroff,
Chairperson


Jody Ian Goeler,
Superintendent of Schools



SALARY SCHEDULE APPENDIX A

Classification	2017-2018	2018-2019	2019-2020
K-12 Coordinator (10 Mo.)			
Step 1	\$99,983	\$99,983	\$99,983
Step 2	\$102,583	\$102,583	\$102,583
Step 3	\$106,725	\$108,326	\$110,493
K-12 Coordinator			
Step 1	\$115,863	\$115,863	\$115,863
Step 2	\$118,890	\$118,890	\$118,890
Step 3	\$123,746	\$125,602	\$128,114
Assistant Principals/ Coordinator of Early Childhood Education, Coordinator of Alternative Special Education, Coordinator of Secondary Special Education & Directors/ Athletic Director			
Step 1	\$122,924	\$122,924	\$122,924
Step 2	\$126,093	\$126,093	\$126,093
Step 3	\$131,200	\$133,168	\$135,831
Elementary Principals			
Step 1	\$124,337	\$124,337	\$124,337
Step 2	\$127,533	\$127,533	\$127,533
Step 3	\$132,689	\$134,679	\$137,373
HMS Principal/ Director of Instruction/Director of Pupil Personnel Services			
Step 1	\$128,575	\$128,575	\$128,575
Step 2	\$131,856	\$131,856	\$131,856
Step 3	\$137,164	\$139,221	\$142,005
High School Principal			
Step 1	\$135,637	\$135,637	\$135,637
Step 2	\$139,059	\$139,059	\$139,059
Step 3	\$144,617	\$146,786	\$149,722

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.)

APPENDIX B
Blue Cross Blue Shield Non-Standard
Managed Benefits Health Plan

Century Preferred for the Hamden Education Association

Summary Covered Services	Benefits in Network	Benefits Out of Network
<p>Inpatient hospital services - semi private room, (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and lab fees, PT and OT, drugs, Operating room fees, dialysis....etc.</p>	<p>Covered in full subject to \$100 co-pay, preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties. Medical excellence program on an optional basis.</p>	<p>Covered at 80 percent of reasonable and customary above deductible to maximum out of pocket, then at 100% of UCR. Subject to preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties.</p>
<p>Outpatient hospital services – Operating and recovery room, surgeons fees, lab and x-ray, Dialysis, radiation and chemo etc.</p>	<p>Covered in full subject to \$75 co-pay preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties.</p>	<p>Covered at 80 percent of reasonable and customary above deductible to maximum out of pocket, then at 100% of UCR. Subject to preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties.</p>
<p>Inpatient Mental and Substance Abuse</p>	<p>Covered in full up to 60 days per year, subject to preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties. Benefits beyond 60 days available on an out of network basis, subject to deductible and coinsurance.</p>	<p>Covered for up to 60 days per year at 80 percent of reasonable and customary above deductible to maximum out of pocket, then at 100% of UCR. Subject to preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties.</p>
<p>Mental Health Inpatient</p>	<p>Covered in full up to 45 days per year subject to preadmission notification, concurrent review and managed care non compliance penalties. Half days Substituted on a 2 for 1 basis.</p>	<p>Covered up to 45 days per year at 80 Percent of reasonable and customary Above deductible to maximum out of pocket, then at 100% of UCR. Subject to preadmission notification, concurrent review and managed care non compliance penalties. Half days substituted on a 2 for 1 basis</p>
<p>Substance Abuse Inpatient</p>	<p>Covered in full up to 45 days per year subject to preadmission notification, concurrent review and managed care non compliance penalties. Half days Substituted on a 2 for 1 basis.</p>	<p>Covered up to 45 days per year at 80 Percent of reasonable and customary Above deductible to maximum out of pocket, then at 100% of UCR. Subject to preadmission notification, concurrent review and managed care non compliance penalties. Half days substituted on a 2 for 1 basis</p>

Summary Covered Services	Benefits in Network	Benefits Out of Network
Emergency Care Walk in care (walk in center or physician's office)	Emergency room visits covered in full above a \$75 co-pay if the condition meets the sudden and serious requirements. Failure to meet the sudden and serious requirements results in the treatment being treated as an out of network usage, subject to deductible and coinsurance. Treatment on the direction of Physician is to be treated as in network. \$75 co-pay is waived if the individual is admitted. Covered in full above \$15 co-pay.	Emergency room visits covered at UCR above a \$50 co-pay if the condition meets the sudden and serious requirements. Failure to meet the sudden and serious requirements results in the treatment being treated as an out of network usage, subject to deductible and coinsurance. Treatment on the direction of Physician is to be treated as in network. \$50 co-pay is waived if the individual is admitted. (Note: same as in network) Covered at UCR above \$15 co-pay if sudden and serious. Otherwise treated as an out of network usage. Subject to deductible and coinsurance.
Ambulance	Covered up to \$500 land and \$1,500 air. Non emergency use subject to case management	Covered up to \$500 land and \$1,500 air. Non emergency use subject to case management.
Physician Services Medical Care (clinical indications of illness)	Covered in full above \$20 co-pay. No annual or lifetime maximum.	Covered at 80 percent of UCR above deductible to maximum out of pocket then at 100% of UCR. No annual or lifetime maximum.
Allergy Care	Covered in full above \$20 co-pay for examination. No co-pay for injections. No annual or lifetime maximum. Subject to case management.	Covered at 80 percent of UCR above deductible to maximum out of pocket then at 100% of UCR. Injections at 80 percent of UCR above deductible to maximum out of pocket then at 100% of UCR. No annual or lifetime maximum. Subject to case management.

Summary Covered Services	Benefits in Network	Benefits Out of Network
<p>Physician Services (Cont'd)</p> <p>Well Child Care (no clinical indications or history)</p>	<p>Covered in full above \$0 co-pay. Subject to age based schedule. To 6 months once per month, then to one year every two months, then to three years every three months, then to three years every six months, then once per year to age 18.</p>	<p>Covered at 80 percent of UCR above deductible to maximum out of pocket. Subject to age based schedule. To 6 months once per month, then to one year every two months, then to two years every three months, then to three years every six months, then once per year to age 18.</p>
<p>Adult Physical Examinations (no clinical indications or history)</p>	<p>Covered in full above \$0 co-pay. Subject to age based schedule. Every three years to age 30 then every two years to age 50 then every year.</p>	<p>Covered at 80% of UCR above deductible to maximum out of pocket. Subject to age based schedule. Every three years to age 30 then every two years to age 50 then every year.</p>
<p>Routine Mammography (no clinical indication or history)</p>	<p>Covered in full above \$0 co-pay. Subject to age based schedule. One exam between age 35 and 40, then every two years to age 50 then every year.</p>	<p>Covered at 80% of UCR above deductible to maximum out of pocket. Subject to age based schedule. One exam between age 35 and 40, then every two years to age 50 then every year.</p>
<p>Routine Gynecological (no clinical indication or history)</p> <p>Vision and Hearing Screening</p>	<p>Covered in full above \$0 co-pay. Limited to one examination per year.</p> <p>Covered in full above \$0 co-pay. Limited to one of each per year</p>	<p>Covered at 80% of UCR above deductible to maximum out of pocket. Limited to one examination per year.</p> <p>Covered at 80% of UCR above deductible to maximum out of pocket. Limited to one of each per year.</p>

Summary Covered Services Outpatient Therapy Coverages	Benefits in Network	Benefits Out of Network
Speech Therapy, OT, PT and Chiropractic Services	Covered in full above \$20 co-pay. Maximum of 50 combined visits per year. Subject to case management after first visit. After maximum is reached further benefits are available on out of network basis.	Covered at 80 percent of UCR above deductible to maximum out of pocket. Maximum of 50 combined visits per year. Subject to case management after first visit.
Electroshock Therapy	Covered above \$20 co-pay for up to 15 visits per annum. Subject to case management.	Covered at 80 percent of UCR above deductible to maximum out of pocket for up to 15 visits per annum. Subject to case management.
Prescription Drug Benefits BlueCare Rx	Covered subject to \$5/20/35 co-pay for generic/preferred brand/non-preferred brand prescriptions. Mail order prescriptions shall be at 2x the retail co-pay for a 90 day supply. Unlimited Maximum	Covered at 80% of UCR above deductible to maximum out of pocket.
Maternity Care (Prenatal and Post Natal)	Covered in full after \$0 co-pay.	Covered at 80% of UCR above deductible to maximum out of pocket.
Outpatient Mental Health and Substance Abuse	Covered in full after \$25 co-pay up to 50 visits per year applied separately (MH and SA).	Covered at 80% of UCR above deductible to maximum out of pocket. 30 visits per year applied separately.
Durable Medical Equipment and Prosthesis	Covered in full subject to case management and buy lease decision.	Covered at 80% of UCR above deductible to maximum out of pocket subject to case management and buy lease decision.

Summary Covered Services	Benefits in Network	Benefits Out of Network
Home Health and Hospice Home Health Aid	Covered in full for 80 days subject to case management.	Covered at 80% of UCR above deductible to maximum out of pocket for up to 80 days per year, subject to case management.
Nursing and therapeutic Services	Covered in full for 200 days per year subject to case management.	Covered at 80% of UCR above deductible to maximum out of pocket for up to 200 days per year, subject to case management.
Hospice Care	Covered in full for up to last 6 months of life subject to case management.	Covered at 80% of UCR above deductible to maximum out of pocket for up to 60 days per year subject to case management.
Skilled Nursing Facility	Covered in full for up to 120 days per year subject to case management. Additional coverage available as out of network service subject to deductible and coinsurance.	Covered at 80% of UCR above deductible to maximum out of pocket for up to 24 months subject to case management.
Eligibility	Insured, spouse and unmarried dependents to age 25.	Insured, spouse and unmarried dependents to age 25.
Non-Compliance Penalties	\$500 per event	\$500 per event
Deductible	\$100 per individual. Generally not applicable to in network usage. Family max. at 2 x individual.	\$200/400/600
Coinsurance	20% to a maximum \$500 per individual, family coinsurance maximum is 2 x individual. Generally not applicable to in network services.	20% to a maximum of \$1000/2000/2500
Maximum out of pocket	Sum of co-pays plus costs of deductibles and co-pays in out of pocket rolls and noncompliance penalties.	Sum of co-pays, deductibles, coinsurance and amounts above UCR fee schedule and noncompliance penalties.
Payment Basis	Negotiated fees no balance billing.	% of UCR

No reduction in covered services unless specifically identified above.

Appendix C
 Anthem Century Preferred
 Comprehensive PPO
 EFFECTIVE JULY 1, 2013

<u>BENEFITS</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
<u>FINANCIAL:</u>		
Deductible	\$300/\$600	\$1000/\$2000
Co-Insurance	90%/10%	70%/30%
Co-Insurance Maximum (individual/family)	\$600/1,200	\$2,000/\$4,000
Cost Share Maximum (individual/family)	\$900/\$1,800	\$3,000/\$6,000
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
<u>PREVENTIVE CARE:</u>	Deductible Waived	
Physical Examination-Well Child Care	No copay	Ded. & Coins.
Physical Examination- Adult	No copay	Ded. & Coins.
Routine Ob/Gyn, Eye exams, Mammography, hearing screening	No Copay	Ded. & Coins.
Immunization	No copay	Ded. & Coins.
<u>MEDICAL CARE:</u>		
Physician Office Visits	\$20 copay	Ded & Coins.
Specialist Office Visits	\$20 copay	Ded & Coins.
Outpatient Surgical Services (in hospital or surgi-center)	Ded & Coins	Ded & Coins.
Diagnostic X-Ray or Lab Examination	No Copay	Ded & Coins.
PET/CAT/MRI Exams	No Copay	Ded & Coins.
Outpatient Rehabilitation	\$20 Copay	Ded & Coins.
Physical Therapy/Occupational Therapy/Speech Therapy/Chiropractic with Rollover to Out of Network	Limited to 50 visits combined per year	Ded. & Coins.
Ob/Gyn Care	\$20 Copay	Ded. & Coins.
Prenatal and Postnatal Maternity Care	\$20 initial visit	Ded. & Coins.
<u>MENTAL HEALTH CARE:</u>		
Outpatient Treatment	\$20 Copay	Ded. & Coins.
Inpatient Treatment	Ded & Coins	Ded. & Coins.
<u>SUBSTANCE ABUSE:</u>		
Outpatient Treatment	\$20 Copay	Ded. & Coins.
Inpatient Treatment	Ded & Coins.,	Ded. & Coins.

Appendix C
Anthem Century Preferred
Comprehensive PPO
EFFECTIVE JULY 1, 2013

<u>BENEFITS</u>	IN-NETWORK	OUT-OF-NETWORK
<u>ALLERGY CARE:</u> Office Visits/testing Injections No Limit	\$20 copay No copay	Ded. & Coins. Ded. & Coins.
<u>HOSPITAL CARE:</u> Semi-Private Hospital Room Admission** Skilled Nursing up to 120 days per calendar year Rehabilitation Facilities 60 days per calendar	Ded & Coins Ded & Coins, if admitted from hospital no additional ded No Charge	Ded. & Coins.
<u>Durable Medical Equipment</u>		Ded. & Coins.
<u>Emergency Care</u> Emergency Room (waived if admitted) Ambulance Services Urgent Care (participating centers only)	\$100 copay No copay \$75 copay	\$100 copay No copay Not covered
<u>Prescription Drug - MP4</u> \$5/25/40 Unlimited 2X MO (90 day supply)		

*All other services not listed above have the same level of benefits and cost shares as the PPO plan effective 7/1/2011. There are no cost of care edits included.

APPENDIX D

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	Onlays - 1/Tooth/5 Years
Prosthodontics - 1/Tooth/5 Years	
Gold Inlays & Onlays	
Gold Post & Core	
Frenectomy	
Occlusal Adjustment	
Full Dentures	
Partial Dentures	
Fixed Bridge	

Calendar Year Maximum :

\$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.