

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION
ARBITRATION PROCEEDINGS
GENERAL STATUTES OF CONNECTICUT
Under Section 10-153f (as amended)

In the matter of Arbitration:

Between


EAST HAVEN BOARD OF EDUCATION

-AND-

EAST HAVEN EDUCATION ASSOCIATION

STIPULATED AWARD DATE: November 15, 2013

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THE ARBITRATORS

Laurie Cain, Esq. – Neutral Arbitrator
John Romanow, Esq. – representing the interests of the Board
John Gesmonde, Esq. – representing the interests of the Association

APPEARANCES

For the East Haven Board of Education – Gary Brochu, Esq.
For the East Haven Education Association – Jeffrey Mockler

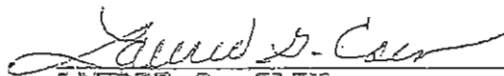
THE PROCEEDINGS

This is an interest arbitration proceeding between the East Haven Board of Education (hereafter the "Board") and the East Haven Education Association (hereafter the "Association"). The arbitration proceeding was scheduled when a number of outstanding issues in the parties' contract was unresolved. The panel convened on October 7, 2013 and set a number of hearing dates. During the first substantive hearing date of October 30, the parties reached an agreement on all of the outstanding issues. Pursuant to C.G.S. 10-153 f(c)(4), " (t) he decision of the arbitrators... shall incorporate those items of agreement the parties have reached prior to its issuance." Accordingly, this award incorporates the stipulated agreement between the Board and the Association that the statutes mandate the panel to accept.

By the undersigned:

/s/ Laurie G. Cain, Esq.

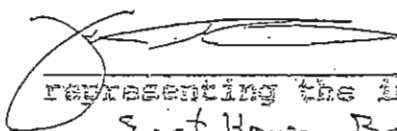
ARBITRATION PANEL



LAURIE G. CAIN
Chairman, Arbitration Panel



representing the interests of
East Hawaii Education Association



representing the interests of
East Hawaii Board of Education

Nov. 15, 2013

Date

In the Matter of Binding Arbitration

Between

SUBJECT: Contract Dispute

East Haven Board of Education

(Last Best Offer Binding Arbitration)

-and-

East Haven Ed Association

OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF
EXCLUSIVE BARGAINING REPRESENTATIVES OF CERTIFIED EMPLOYEES

STATE OF Connecticut

SS.: East Haven

COUNTY OF New Haven

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, as amended, and will make a just award according to the best of my understanding.

Signed [Signature]
Arbitrator representing the interests
of exclusive bargaining representatives
of certified employees

Subscribed and Sworn to before me
this 7th day of October, 2013

[Signature]
Signature and Title
Commissioner of Superior Court

In the Matter of Binding Arbitration

Between

East Haven Board of Education

-and-

East Haven Educ. Assoc

Subject _____
(Last Best Offer Binding Arbitration)

OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE LOCAL AND
REGIONAL BOARDS OF EDUCATION

STATE OF CONNECTICUT

COUNTY OF New Haven

ss: East Haven

The undersigned, representing the interests of the local and regional boards of education, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: [Signature]
Arbitrator representing the interests of the local
and regional boards of education

Subscribed and sworn to before me this 7th day of October, 2013

[Signature]
Signature and Title
Commissioner of Superior Court

In the Matter of Binding Arbitration

Between

East Haven Board of Education

-and-

E H E A

Subject _____
(Last Best Offer Binding Arbitration)

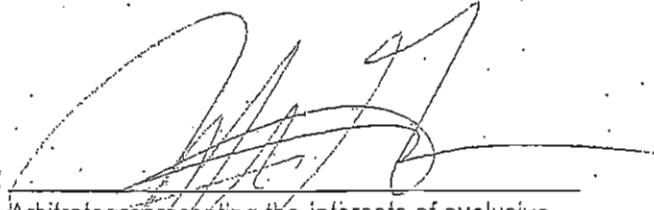
OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE EXCLUSIVE BARGAINING
REPRESENTATIVES OF CERTIFIED EMPLOYEES

STATE OF CONNECTICUT


COUNTY OF NEW Haven

ss: East Haven

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

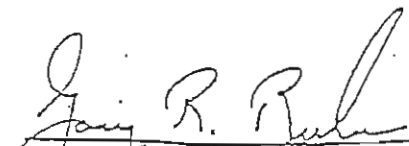
Signed: 
Arbitrator representing the interests of exclusive bargaining representatives of certified employees

Subscribed and sworn to before me this 7th day of October, 2013.


Signature and Title
Commissioner of Superior CT.

AGREEMENT BETWEEN
THE EAST HAVEN BOARD OF EDUCATION
AND
THE EAST HAVEN EDUCATION ASSOCIATION

JULY 1, 2014 — JUNE 30, 2017


GARY R. BROCHU
ON BEHALF OF THE BOARD

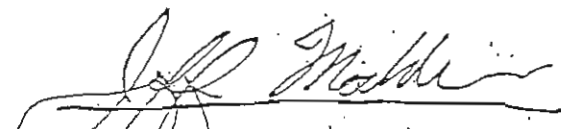

Jeffrey Mockler
on behalf of the EHEA

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PREFACE

- A) The term "Association" as used in this Agreement shall apply to the East Haven Education Association, which is the exclusive representative of all certified professional employees, except for those professionals who are subject to the provisions as stated in the Administrators and Supervisor's Contract and those persons excluded under Section 10-153(b) of the Connecticut General Statutes.
- B) The term "Board" as used in the following Agreement shall apply to the East Haven Board of Education.
- C) The term "teacher" or "member of the unit" as used in this Agreement except otherwise indicated shall apply to all certified professional employees, and to Durational Shortage Area Permit (DSAP) teachers as provided in Connecticut General Statutes (CGS), § 10-153b (a), except for those described in Paragraph A hereof, and except that Article V, Section F, Staff Reduction shall not apply to DSAP teachers.
- D) The Agreement is subject to, and is designed to operate within the framework of, the Statutes of the State of Connecticut.
- E) Provisions of this Agreement shall be rendered without regard to age, race, creed, color, religion, nationality, sex or marital status.
- F) "PR&R" means the Professional Rights and Responsibilities Committee of the East Haven Education Association.

ARTICLE I CONTRACTS

- A) Contractual Agreement between Board and Association
 - 1. The provisions of this Agreement shall be in writing and are effective from July 1, 2014 and shall remain in full force and effect until June 30, 2017.
 - 2. Contractual agreements between the Board and the Association must be signed by Board officers and the Board negotiator, and by the President of the Association.
 - 3. If any portion of a contractual agreement is ruled invalid for any reason, the remainder of the agreement shall remain in full force and effect.
 - 4. 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 mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the Consultation Procedure provided herein.
- B) Personal Contract

All teachers will receive written notice or electronic notice of salary and placement on the salary schedule, along with their attendance record, each year.

ARTICLE II
THE HANDLING OF CRIMINAL OR
SERIOUS CHARGES AGAINST TEACHERS

- A) When it has been brought to the attention of the Board that a criminal and/or serious misconduct charge, which falls within the province of Section 10-151 of the Connecticut General Statutes, has been made against a teacher the Superintendent may, at his/her discretion suspend said teacher with or without a hearing; provided, however, the Superintendent shall only suspend a teacher with pay after:
1. The Association has been advised of the precise circumstances involved in the alleged acts so that the teacher may have Association representation at all times.
 2. The Superintendent has advised the teacher of the exact nature of the charges, including, the names of the party or parties making the allegations of misconduct.

ARTICLE III
TEACHER WELFARE PROVISIONS

- A) Protection of Teachers
1. Just Cause - No teacher shall be reprimanded or disciplined without just cause.
 2. Teachers shall report immediately in writing as soon as possible to their principal and to the Superintendent's office, all cases of assault suffered by them in connection with their employment. This report shall be forwarded to the Board which shall comply with any reasonable request from teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police department and the courts in accordance with Connecticut State Statutes.
- B) Accident or Sickness Benefits
1. Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall suffer no loss of pay or accrued sick leave days during the first ~~eighteen~~ twelve months of temporary disability due to the accident, provided that the employee applies and is eligible for payments under the Workers' Compensation Law.
 2. In the absence of such election, any payments for sick days utilized shall be charged against the employee's individual sick leave accrual.
- C) Military Benefits

1. Anyone who leaves the employ of the Board by reason of being inducted into the armed forces has the right to be restored to the position he/she left or to a position of similar seniority status. He/she must have received a certificate from the armed forces stating that he/she has satisfactorily completed his/her period of training and service.
2. If such a person is not qualified to fill the position by reason of disability sustained during service in the armed forces, he/she should be restored to a similar position which will provide him/her with like seniority status and pay or the nearest approximation. Application for a return to former employment must be made within ninety (90) days of discharge.
3. Anyone who enlisted or was called to active duty as a reservist has the same right to reinstatement. Any period of additional service imposed pursuant to law or resulting from inability to be released from active duty is not counted in this total.
4. As for placement on the salary schedule, individuals in any of these categories are entitled to placement on the schedule at the step they would be on had they continued without interruption in the employ of the Board.

D) Sick Leave

1. All teachers shall be granted fifteen (15) days of sick leave with full pay annually.
2. Teachers currently in the school system have the right to use their fifteen (15) days of sick leave, or any amount thereof at any time during the school year, commencing with the first day of school.
3. Unused sick leave shall be limited in accumulation from year to year to one hundred-fifty (150) days.
4. Upon retirement or death, the teacher or the teacher's heirs shall be entitled to payment for twenty-five percent (25%) of the teacher's accumulated and unused sick days, said payment to be at the teacher's per diem rate at the time of retirement or death.
5. A teacher, because of a prolonged illness or infirmity due to some other reason, at the discretion of the Superintendent of Schools may be granted an extension of sick leave. Such requests shall be granted or denied at the discretion of the Superintendent of Schools. Such requests shall first be forwarded to the Association's PR & R Committee to forward to the Superintendent.
6. The Superintendent may require that a teacher provide, at the Board's expense, a medical certificate signed by a licensed physician to substantiate use of sick leave in the following circumstances:

- 1) any period of absence of five (5) or more consecutive working days;
- 2) sickness on the day prior or subsequent to a school vacation.

Nothing in this provision shall limit the Superintendent's right to investigate circumstances of excessive use or abuse of sick leave.

E) Sick Leave Bank

1. A Sick Leave Bank shall be established. The purpose of said bank shall be to aid only teachers as defined by the contract, who under extreme circumstances may need assistance due to prolonged absence caused by a medically disabling condition.
2. Participation shall be for the duration of the contract. Enrollment will be opened to additional teachers each September in the first year of this Agreement. Those hired after September, may enroll within thirty (30) days after their employment begins. Participation for all enrollees shall be in effect for the remainder of the contract.
3. The Association agrees to indemnify and save the Board of Education harmless from any claim or lawsuit arising from the establishment and administration of the Sick Leave Bank. All costs incurred as a result of litigation shall be paid by EHEA.
4. The Sick Leave Bank will be administered by a Committee of five (5) members: two (2) members to be appointed by the President of EHEA and two (2) to be appointed by the Superintendent of Schools. A neutral fifth member shall be agreed to by both the Superintendent and eh EHEA. The term of the Committee shall be one (1) year.
5. No days may be contributed to specific individual teachers.
6. The following guidelines will be used:
 - (a) Each participating teacher's accumulated sick leave shall be reduced by one day and placed in the Bank in each year of the contract unless there are one thousand (1,000) or more days accumulated in the Sick Leave Bank, in which event no contributions will be made except as provided in Section (b) herein below or in the case of a new enrollee. The Director of Fiscal Management shall be provided by the Committee with a written account of the number of sick days in the Bank by September 15th.
 - (b) When the bank is depleted to one hundred (100) days, every participating teacher will be assessed one (1) additional day from his/her sick day accumulation.

- (c) Membership in the Sick Leave Bank shall continue for the duration of the contract. Teachers withdrawing from the bank at the end of the contract term will not be able to withdraw any contributed days.
- (d) A participating teacher shall be permitted to withdraw days from the Sick Leave Bank according to the following criteria, as determined by the committee:
 - 1. He/she has been absent due to serious illness, medically necessary surgery or a disabling accident for a duration of twenty (20) consecutive school days. If the same illness or disability recurs, or under extreme circumstances, the Superintendent may waive the twenty-day waiting period.
 - 2. He/she makes written application to the Sick Leave Bank ten (10) school days prior to the need for sick days. Sick Leave Bank days may only be used after all accumulated sick days have been used. The Committee shall be empowered to make application on behalf of an incapacitated member.

The Sick Leave Bank Committee shall require written submission of medical verification of the teacher's condition.

- (e) The Sick Leave Bank Committee will provide each applicant with a written response to his/her request. The decision of the Committee shall be final and binding upon all parties with respect to the administration of the Sick Leave Bank. Committee decisions shall be by the majority vote of the entire committee membership. The decisions of the committee will not fall under the scope of the grievance procedure. Meetings of the Sick Leave Bank Committee must have at least one representative who was appointed by the EHEA and one who was appointed by the Superintendent present.
- (f) Persons withdrawing days from the Bank will not have to replace these days except as a regular contributing member.
- (g) No qualified member shall be permitted to use more than fifty (50) days per year from the Sick Leave Bank without reapplying to the committee, should he/she require more sick days. No teacher may receive more than one hundred (100) days from the Bank in any one (1) school year.

F) Jury Duty

In the event that circumstances arise whereby a teacher is summoned for jury duty and not subsequently excused, the teacher shall receive his/her full day's pay minus the stipend given to him/her for performing his/her civic duty.

G) Exchange Teachers Leave

Exchange teachers leave may be granted upon the recommendation of the Superintendent. Such leave under either national or international programs may be granted by the Board to teachers who have successfully completed forty (40) continuous school months in East Haven and who have completed at least an additional two (2) years of competent service.

A period served as an exchange teacher shall be applied to the salary schedule set forth in the current salary agreement as if such period had been served by the teacher in the East Haven school system.

Any leave under this section G shall be without pay or benefits.

H) Sabbatical Leave

Upon the recommendation of the Superintendent of Schools, and with the approval of the Board, a teacher shall be granted a Sabbatical Leave of Absence.

1. Requests for Sabbatical Leave shall be granted for the following reasons: Leave for research, study, and writing.
2. The teachers shall be eligible for an initial sabbatical leave after he/she has completed at least seven (7) consecutive full years of active services in the East Haven school system.
3. No more than one percent (1%) of the total staff of teachers shall be absent on sabbatical leave at any one time.
4. Requests for sabbatical leave shall be submitted to the Superintendent, in writing, far enough in advance to consider budgetary aspects as well as scheduling factors and in no event shall the request for leave be made after March 1st of the current school year.
5. Teachers on sabbatical leave shall be paid at one-half (1/2) of their annual salary rate, provided that such pay when added to any program grant shall not exceed the teacher's full annual salary rate.
6. Such leave shall not be granted for less than one (1) full semester, nor more than one (1) year.
7. The teacher shall agree to return to employment in East Haven for one (1) full year upon completion of his/her sabbatical leave.
8. Upon such return the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.
9. Teachers on sabbatical leave shall continue to have their life insurance and health insurance benefit programs paid by the Board, just as if that teacher were on the staff for the sabbatical period.

10. Teachers on sabbatical leave shall maintain the number of years of experience accrued prior to said leave toward future seniority benefits, such as promotions, longevity, etc. Upon his/her return, the teacher is to receive full restoration of sick days accumulated prior to said leave.

D) Miscellaneous Leaves

Leaves taken pursuant to the provisions of this section shall be in addition to sick leave to which the teacher is entitled by State Statute.

Applications for such leaves shall be made on forms prescribed by the Superintendent of Schools, with said application to be directed to the office of the Superintendent of Schools, with a copy given to the principal.

1. Personal Days

- a) Each teacher may be granted not more than two (2) personal days off, with full pay for any of the following reasons:
 - 1) Household or family members
 - 2) Legal obligations
 - 3) Religious holidays

Two (2) unused personal days can be carried over from one (1) work year to the next. Therefore, the maximum amount of personal days that can be taken in any one (1) work year would be four (4); provided however, that no more than two (2) personal days can be taken on consecutive work days in one (1) year.

- b) Applications for such leave shall be lodged with the office of the Superintendent of Schools not less than forty-eight (48) hours prior to taking the leave, except in cases of emergency, in which case such leave shall be granted if it does not result in extreme hardship or disability to the school.
- c) Except in an emergency, no request will be granted prior to or following a Holiday. Documented emergencies will be considered.
- d) No request for personal leave to be taken on the last ten (10) school days or on a professional development day will be granted except in the case of a situation that is outside the teacher's control.

2. Bereavement Days

- a) In the event of a death of a member of the immediate family, a teacher shall be entitled to up to four (4) days leave of absence with full pay per occurrence. Nothing contained herein shall prevent the Superintendent of Schools from granting an extension based on extenuating circumstances.

- b) "Immediate family," for the purposes of this section, is defined as a spouse, parent, step-parent, child, step-child, sibling, grandparent and grandchild.
- c) Leave for attendance at a funeral for individuals other than immediate family members shall be limited to one (1) day. The Superintendent of Schools may grant additional days upon request based on extenuating circumstances.

3. Professional Conference/Visitation Day

Arrangements for such leave shall be made by the teacher, as far in advance as possible, with final plans submitted to and approved by the Superintendent of Schools.

- a) Requests for such leave shall be made to the building administrator, with appropriate documentation, at least ten (10) working days prior to the beginning date of such leave.
- b) Final plans shall be submitted to the Superintendent of Schools or his designee, who shall have the sole discretion to approve or disapprove the request.
- c) All approved conferences require the filing of a completed report form written within (15) working days after completion of the conference. Said forms will become part of the teacher's personnel file.
- d) Staff members who agree to conduct professional workshops for the East Haven Board of Education shall be paid sixty dollars (\$60.00) per hour. Compensation shall be paid on an hour-for-hour basis for presentation time outside the normal work day/work year of the teacher, and for one (1) hour of preparation time for each one (1) hour of presentation in all cases. For repeated presentations of the identical workshop, teachers shall be paid for one (1) hour of preparation for each two (2) hours of presentation time.

4. Short-Term Advance Study Leave

A teacher may be granted such leave, with full pay, at the discretion of the Board of Education, for any of the following reasons, which necessitates personal absences in advance of the close of the school year:

- a) To begin programs of study which result from foundation or scholarship grants;
- b) To complete a program of study previously begun.

5. Long-Term Leave of Absence

- a) A teacher may be granted such leave without pay, at the discretion of the Superintendent, for a period not to exceed one (1) year for reasons to be specified by the individual teacher.
- b) Each teacher granted such long term leave shall have the following reemployment rights:
 - 1) If said teacher notifies Superintendent of Schools, in writing, on or before March 1st of his/her desire to return to active employment the following September, said teacher shall be returned to teaching status at the commencement of the school year.
 - 2) Upon return to duty such teacher will be credited with all unused sick days accumulated prior to having been granted the leave.
 - 3) Teachers returning to a position under this category shall be restored to the same or comparable position within the teacher's area of certification as that held at the time the leave was granted, unless otherwise agreed to by the teacher and the Superintendent, provided said teacher returns to school on the first day of work of the school year following the leave.
 - 4) Upon return to duty such teacher will be credited with the number of years teaching experience previously acquired toward future incremental and seniority benefits.

J) Teacher Right to Individual Notification of Conference, etc.

Teachers shall be advised of the date, time, place and nature of a conference, hearing, etc., that pertains to professional matters, in advance, whenever possible and provided that circumstances permit.

K) Teacher Pregnancy Provision

A teacher may establish claim to those rights, provided herein, when circumstances caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, so dictate.

The following pertains solely to the teachers requesting Temporary Childbirth Disability leave with pay.

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)

2. Accumulated sick leave shall be available for use during periods of such disability in accordance with the following provisions:
 - a) Pre-Delivery Absence- Written notification to the Superintendent of Schools indicating the approximate date that the teacher will no longer be physically able to continue her full-time teaching duties.
 - b) Post-Pregnancy Absence- Written notification to the Superintendent of Schools indicating the approximate date that the post-pregnancy convalescence period will end.
 - c) In each of the aforementioned circumstances, such written notification must be substantiated by a written statement from the teacher's physician.
3. Disability leave beyond any accumulated sick leave shall be available, without pay, for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy, or conditions attendant there.

L) Child Rearing Leave

In normal circumstances, child rearing leave will commence six (6) months from the date of birth, adoption or assignment of a foster child to the home. Extenuating circumstances will be considered by the Superintendent. This section pertains to teachers requesting child-rearing leave without pay for the purpose of caring for their natural born, adopted or foster child.

1. Such teacher shall be entitled, upon written request, submitted to the Superintendent of Schools, to an extended leave, without pay.
2. Such teacher shall be entitled to such leave, for any school year, or reasonable requested portion thereof and or one (1) additional school year, if requested by the teachers.
3. Such extended leaves shall be subject to the following provisions:
 - a) Teachers granted a child-rearing leave shall have insurance benefits maintained for a period of time not to exceed five (5) months, subject to the premium cost sharing provisions, of Article XIX, Section B1.
 - b) The years taught by the teacher, in the East Haven School system, shall not be disturbed during the leave period and are to be considered as years that shall contribute to any longevity benefits for which the teacher may become eligible.
 - c) Teachers returning to a position under this category shall be restored to the same or comparable position within the teacher's area of certification as they held at the time the leave was granted, unless otherwise agreed to by

the teacher and the Superintendent, provided said teacher returns to school on opening day of the school year following the leave.

- d) If the teacher had taught at least one-half (1/2) of the school year immediately preceding the leave, the teacher will advance one (1) step on the salary schedule, providing teachers on the same step of the salary schedule not taking this leave of absence also advance one (1) step. If those teachers not on leave do not advance one (1) step, or if the teacher taking this leave taught less than one-half (1/2) of the school year immediately preceding the leave, the teacher will be placed at the same step held at the time of the leave.
- e) Upon the teacher's return to full teaching status, all unused sick leave accumulated, prior to the leave shall be restored in full.

M) Family Medical Leave Act (FMLA)

FMLA leave will run concurrently with any other leaves of absence in the contract which would also qualify as FMLA leave.

ARTICLE IV
MEMBERS OF THE ASSOCIATION

There shall be no reprisals of any kind taken against any teacher, either by the Board or the Superintendent of Schools, by reason of the teacher's membership in the Association or participation in its activities.

ARTICLE V
WORKING CONDITIONS

A) Teacher Employment Year

1. The scheduled employment year for teachers shall consist of not more than 186 days.
2. Except for teachers new to the school system who may be required to attend pre-school orientation sessions, the employment year shall not exceed 186 days. Any days in excess of 181 days shall be utilized for in-service professional development.
3. If, due to extraordinary circumstances in any school year, it becomes necessary to eliminate scheduled in-service days in order to have the student school year end on June 30, the in-service days may be rescheduled during early July or late August of that year.
4. Compensation for Additional Work Days

- a. No teacher shall be required to work beyond his regularly scheduled assigned number of days constituting the employment year unless he/she be compensated for each additional workday at the rate of one hundredth eighty-sixth (1/186) or whatever rate represents the actual number of workdays, of his/her annual salary for each day worked.
- b. Notwithstanding the above language herein, guidance counselors may be required to work up to seven (7) days during the Summer recess. Up to two (2) days may be schedule immediately following the teacher work year, and up to three (3) work days may be scheduled immediately prior to the teacher work year. The administration may schedule up to two (2) additional teacher work days during the Summer months.
- c. The schedule of work dates for Summer guidance responsibilities will be announced by the administration to guidance counselors no later than June 1st of the school year which precedes the Summer work days.
- d. Guidance counselors may jointly submit their coverage schedule to the Superintendent and/or his/her designee, with no individual guidance counselor assigned/working more than seven (7) days during the Summer months. If the counselors do not reach agreement among and between themselves as to the coverage schedule and assignment of days on or before June 15th, the Superintendent and/or his/her designee shall schedule and assign such days, however, no involuntary assignments shall be made unless the required hours of coverage have not been met through the voluntary system. Involuntary assignments shall be made on a rotating seniority basis, until the required number of summer days have been filled. No guidance counselor shall be required to work more than two (2) days during the summer months, beyond the two (2) days immediately following and the three (3) days immediately prior to the teacher work year.
- e. Individual teachers who agree to work in a professional capacity beyond the scheduled employment year, subject to the approval of the Superintendent of Schools or his/her designee, will be paid on a per diem rate based on the teacher's salary step placement of the preceding school year. The length of the working day will be the same as during the school year as specified above. This provision does not apply to hourly work paid in accordance with Article V. Section U.3.

Assignments shall be offered to all teachers within the same department or grade. Should there be more applicants than assignments; individuals shall be offered assignments by the administration on a rotating basis starting with the most senior affected departmental staff member. If a staff member declines an offer of assignment, he/she shall go to the bottom of the list.

B) Work Day

1. The starting and dismissal times of the school day are established by the Board under Section 10-220 of the General Statutes of Connecticut.
2. The length of the work day for all elementary teachers will be six (6) hours and fifty-five (55) minutes. The length of the work day for middle and secondary teachers shall be seven (7) hours and five (5) minutes. Increased time shall be used for instructional/non-instructional purposes at the Board's discretion.
3. The normal starting time for all teachers begins fifteen (15) minutes before school opens, unless on special duty, and they will remain twenty-five (25) minutes after school closes, except on Friday, the last day of the school week, the day before a holiday, and the day before the start of a vacation period, in which case teachers will remain fifteen (15) minutes after school closes.
4. The Superintendent or his designee or principal and/or assistant principal of each school may waive the twenty-five (25) minute dismissal time for any and all teachers when, in their good judgment a situation warrants such action.
5. If the school day is lengthened beyond the hours in effect during the 2003-2004 school year, the Board of Education shall compensate members of the bargaining unit at a rate of compensation based upon a prorating of their annual salaries equal to the percentage of the time the school day is extended.
6. A. The workday on district-level Professional Development (PD) programs will be from 8:30 a.m. - 3:00 p.m.
B. The workday for building-level Professional Development (PD) programs are any 6½ hour period between 7:30 a.m. - 3:00 p.m. The starting time will be established by the building-level PD committee, but will not be before 7:30 a.m.

C) Teacher Assignments

1. Teachers desiring a change in grade and/or subject assignment shall file a written or electronic request to that effect with the Superintendent of Schools by March 15th.
2. Assignment shall be made only after every effort has been made to meet the reasonable requests and desires of any teacher.
3. Teachers shall be notified, in writing or electronically, of the school to which they will be assigned, and/or the grades and/or subjects and courses that they will teach for the next school year as soon as practicable and under normal circumstances by June 1. However, changes may be made after June 1 in the event of changed circumstances such as, but not limited to resignations, retirements, increases/decreases in enrollment and budgetary factors.

4. Every effort shall be made to assure that pupils are taught by teachers working within their area of competence. Teachers shall not be assigned to subjects and/or grades outside the scope of their certification.
5. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools, shall be voluntary, and in any case shall not be effected or announced without prior personal conference with the teacher concerned. A change in assignment, within the building unit, may be handled directly by the principal, following a conference with the teacher involved.
6.
 - a) Positions that become available for the ensuing school year shall be posted in all schools at least ten (10) calendar days prior to the close of application.
 - b) Positions scheduled to be abolished in the immediately following year, and which become available before January 15th, must be posted.
 - c) Positions scheduled to be abolished in the immediately following school year, and which become available after January 15th, need not be posted.

However, if such positions are not abolished in the following September, they shall be considered vacant and must be posted.
 - d) All other positions not described above, occurring during the school year, must be posted.
7. Teachers currently on staff shall be considered for positions that become available for the ensuing year.
8. The assignment of teachers, within the , school system, is the responsibility of the Superintendent of Schools.

D) Teacher Transfers

1. Written notification of the transfer of a teacher, stating reasons therefore, shall be given by the Superintendent as soon as practicable and under normal circumstances by June 1. However, notice may be given of changes made after June 1, in the event of changed circumstances, such as, but not limited to resignations, retirements, increases/decreases in enrollment and budgetary factors.
2. Teachers desiring a transfer to another school shall file a written request to that effect, with the Superintendent of Schools, by March 15th. Length of service shall be regarded as a factor in determining priority.
3. When involuntary transfers are necessary, length of continuous service in the East Haven School System shall be a factor in determining which teacher is to be transferred.

4. The transfer of teachers, within the school system, shall be responsibility of the Superintendent of Schools.

E) Equitable Distribution of Teaching Assignments

Teaching assignments, at the High School and the Middle School, including homeroom; teaching periods per day; preparation periods; distribution of students according to number and scholastic ability grouping, shall be made on an equitable basis within the limits of the scheduling process.

F) Staff Reduction

1. Non-tenured teachers will be laid off before tenured teachers within the same area of certification.
2. Tenured teachers will be laid off only on the recommendation of the Superintendent of Schools. In determining the order of lay-off, tenured teachers with the least number of years of teaching experience in the East Haven School System, will be laid off first.
3. Seniority is determined by length of continuous service from most recent date of hire.
4. If two (2) or more teachers have the same date of hire, this procedure will be followed in the following order:
 - a) Total years of teaching experience both continuous and broken in East Haven will be the determining factor;
 - b) Total years of teaching experience in and out of East Haven will be the determining factor;
 - c) The date the initial teaching certificate was issued by the State to each teacher will be the determining factor;
 - d) If a, b and c are all equal, the Superintendent will determine which teacher will be laid off.
5. A teacher shall not lose his or her seniority date because of a layoff and recall. A teacher who has been laid off will retain his or her seniority date for two (2) full academic years following the layoff.
6. A recall list will be maintained by the Superintendent of Schools for a period of two (2) full academic years commencing September 1. The most senior teacher certified for the position shall be recalled first. No new teacher shall be hired before those on the list are returned to work, if they have proper certification.
 - a) Teachers who are recalled must respond affirmatively within ten (10) calendar days after receipt of actual notice and/or a registered letter to the

teacher's address on file with the Board of Education office or forfeit their right to recall.

b) It is the teacher's responsibility to keep the Board of Education office informed of his/her address and telephone number.

7. If two (2) or more teachers on the Recall List have the same date of hire, this procedure will be the following in succeeding order:

a) Total years of teaching experience both continuous and broken in East Haven will be the determining factor;

b) Total years of teaching experience in and out of East Haven at the time of layoff will be the determining factor;

c) The date of initial teaching certificate was issued by the State of Connecticut to each teacher will be the determining factor;

d) If a, b and c are all equal, the Superintendent of Schools will determine which teacher will be recalled.

8. If the recalled teacher was full-time at the time of layoff, refusal of a less than full-time position will not result in removal from the Recall List.

G) Teaching Periods

1. High School - Teachers at the high school shall be assigned to one of the following schedules. A) No more than five (5) teaching periods with one (1) duty period and one (1) preparation period each day in each semester; or, B) Six (6) teaching periods with one (1) preparation period in one (1) semester, and four (4) teaching periods with two (2) duty periods and one (1) preparation period in the other semester. In both A and B above, there shall be seven (7) periods each day and a block shall be equal to two (2) teaching periods.

2. Middle School - No teachers at the middle school shall be assigned to teach more than five (5) periods on any day. Teachers at the middle school shall receive daily a duty period and a preparation period of continuous duration that is not less than forty-five (45) minutes long. Teachers at the middle school may be assigned an "advisory" period on the same basis as the high school.

3. Middle School and Senior High School special subject area teachers may be assigned an average of five (5) teaching periods per day. However, in emergency situations when such a teacher must teach six (6) periods per day, that teacher shall be relieved of homeroom duties; morning and afternoon bus duties; morning corridor duty; and cafeteria duty.

4. Lunch duty shall not be considered a teaching period.

H) Preparation Periods

1. Each secondary and middle school teacher shall have an average of one (1) preparation period a day without other assignment (a study hall assignment shall not be considered a preparation period; it will be considered a duty period). All preparation periods shall be scheduled during the student day.
2. Each elementary school teacher shall have five (5) preparation periods per week. Whenever possible, no teacher shall be assigned more than one (1) preparation period per day. Preparation periods shall be at least fifty (50) continuous minutes in duration, exclusive of passing time.
3. Preparation time is that time within the teacher's instructional day that he or she uses to fulfill teacher-directed responsibilities such as lesson preparation, planning and evaluation, or to confer with parents, students or other teachers.

While use of this time for professional needs is most often determined by the teacher, it can be used for activities initiated by the administration such as, curriculum planning, data team meetings, evaluation conferences, or planning related to specific students, classes or subjects. Use of preparation time for administrator initiated work, as described above, will be limited to no more than twice a month, with advance notice of at least one day.

I) Personnel Files

1. A teacher shall be given a copy of an evaluation, written complaint or disciplinary material which is placed in his/her personnel file. A copy of such an item which is addressed to the teacher shall be given or sent to the teacher at the time it is issued. A copy of any other such item shall be sent not later than ten (10) days following placement in the file. Failure to comply with these procedural requirements shall not be the basis for removal of any material from the personnel file.
2. The teacher may submit a written notation regarding any material placed in the personnel file and the same shall be attached to the file copy of the material in question.
3. If the teacher is asked to sign material placed in the personnel file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
4. In no case shall any anonymous complaint be placed in any teacher's personnel file. This shall not preclude the Superintendent from investigating such a complaint and filing documentation resulting from that investigation.

J) After School Meeting

The teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditures of time beyond that of the normal working day.

1. Teachers may be required to remain after school, to attend the following staff meetings, which should be planned to last no longer than an hour and ten minutes following student dismissal time:
 - a) One (1) day each month - Superintendent's general staff meeting and/or other district or interschool meetings.
 - b) One (1) day each month - Building meetings called by the school principal. A tentative schedule of such meetings will be published at the beginning of the school year, subject to change as needed.
 - c) Two (2) days each month - department, grade-level or special groups as authorized by the Superintendent. A tentative schedule of department and grade-level meetings will be published at the beginning of the school year, subject to change as needed.
 - d) The Superintendent may authorize modification of the designated purposes for the meetings under a, b and c, provided that there are no more than four (4) meetings per month in total.
 - e) The agenda and purpose for the above meetings shall be written and will be distributed, with a copy given to each teacher, in advance of the scheduled meeting date, except in cases of emergencies when such advance notice is not possible.
 - f) Normally, there shall be only one (1) meeting per week of the type listed in a or b above.
 - g) Teachers realize unusual circumstances may arise when it will be necessary to hold special meetings.
 - h) Teachers may participate in study groups on a voluntary basis.
2. Attendance at evening meetings shall be at the option of the individual teacher, except for those evening meetings directly related to the instructional program of the school at which attendance is required.
3. Teachers, other than regular classroom teachers, may be required to attend meetings in addition to or instead of the above, if required for the proper performance of their job functions.

4. Non-tenured teachers may be required to attend meetings other than those stipulated above.

K) Membership on Faculty Committee

It shall be the prerogative of the teacher to exercise his/her option to serve or not on any Faculty Committee.

L) Professional Workshops

Professional workshops, scheduled by the Superintendent and his staff, shall include provision for a released time to facilitate teacher attendance.

M) Promotions within the School System

1. All final openings for positions covered by the Administrative and Supervisory Salary Schedules; and all other positions paying a salary differential and/or special position; and all other openings for specialists and/or special project teachers shall be publicized five (5) school days in advance of the close of applications.
2. Posting may include the following:
 - a) Specific statement of position that is to be filled.
 - b) Specific statement of required certification.
 - c) Specific description of position to be filled.
 - d) Specific statement of qualifications essential to the position which shall include:
 1. number of years as a teacher
 2. tenure in the Town of East Haven; and
 3. number of years teacher has taught on the grade level of the position to be filled.
3. Adequate opportunity shall be given for each teacher to apply for the position.
4. The Superintendent of Schools, at his discretion, may conduct interviews for administrative appointments.
5. Each bargaining unit applicant shall be advised, in writing or electronically, of the the outcome of his/her application.

N) Special School Programs

These provisions apply to such programs as: (1) Summer School Enrichment Program for Students; (2) Evening School; (3) Intramural; (4) Curriculum Studies Programs; (5) Coaches; (6) Club and Class Advisors, and (7) Alternative Education Positions.

1. The Board of Education reserves the right to fill or not fill positions listed. Positions that may be available in such programs shall be posted ten (10) school days prior to close of application.
2. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the East Haven School system, and prior experience in these programs, if any.
3. Notice of all special school program studies shall be posted in each school, including salary ranges for each position required in such study program.

O) Facilities

Teachers shall have the right to the use of computers, copy machines, and other such equipment in the preparation of instructional materials.

P) Use of School Facilities

The Association shall be granted the use of school buildings, without cost, at reasonable times for meetings, provided, however, that the Association shall make such a request, in writing, one week in advance, to the Business Office. The Association will be required to pay for any additional custodial costs involved by reason of said meetings.

The principal of the building in question will be notified in advance of the time and place of all such meetings by the Business Office. In the event of an emergency direct contact with the Business Office is permissible.

Q) Lunch Programs for All Schools

1. All elementary teachers shall have an uninterrupted duty-free lunch period of not less than thirty (30) minutes. Secondary teachers shall have an uninterrupted lunch period of at least the same length of time as the students. Secondary grades are defined as grades 7-12, whereas the East Haven Academy is an elementary school.
2. Teacher participation in the elementary school lunch program will be limited to "on-call" duty as assigned by the principal on a rotation basis within their respective schools.
3. The "on-call" duty will require the teacher to remain in his building during the assigned time to cover any emergency that cannot be handled by the lunch

supervisors. On days of "on-call" duty, the teacher assigned will not be required to take his class to the lunchroom. This assigned "on-duty" shall not infringe upon the 30-minute duty-free eating period previously agreed to by both parties.

R) Work Schedule

1. Teachers shall have all vacations and holidays as provided for in the school calendar, however, professional development days may be scheduled on the following school holidays: 1) Election Day; 2) Veterans' Day; and 3) during the summer months immediately before and after the school year.
2. Copy of the school calendar for the following school year shall be made available when the teacher receives his/her teaching assignment for the succeeding school year.

S) Non-Teaching Duties and Extra Assignment

1. Teachers will not be required to collect money from students for any non-educational purposes, including lunch, insurance, photographs.
2. Teachers will not be required to perform medical procedures (such as but not limited to eye exams or hearing tests, lifting/positioning, feeding or respiratory assistance), or to assist a student in taking care of the student's personal bodily needs such as toileting/ diapering.
3. Every effort will be made to assure that teachers receive training in the proper procedure for safely restraining students when such restraint becomes necessary. Teachers will not, however, be required to restrain any student if they do not feel capable or comfortable in doing so, in which case they should notify an administrator immediately.
4. Teachers will not be asked, nor will they be expected to perform any custodial duties.
5. No female teacher will be required to supervise male student lavatory facilities; nor will male teachers be required to supervise female lavatory facilities.
6. Teachers will not be required to collect money for lost, damaged or mutilated books from students, but will be required to report all such offenses to the school administration.
7. Extra assignments for which extra compensation shall be paid and the amount of such compensation are set forth hereinafter.
8. Any person performing extra duties shall carry out his/her duties subject to the following: (a) Policies of the Board of Education; (b) Rules and Regulations of the administration.

9. All teachers may be given assigned duties (e.g. dismissal, hall monitor, bus, etc.). Special Education personnel are included within this responsibility.

Whenever teachers are assigned to perform non-teaching duties, such as hall duty, study hall monitoring or morning and/or afternoon bus duty, etc., all teachers assigned to that particular school shall be assigned such duty or duties on a relatively equal basis when viewed over the span of the school year.

T) Teaching Facilities

It is agreed that the following constitute desirable teacher facilities. Therefore, the Board shall include them in plans for new school construction (but not in any temporary facilities such as portable or modular classrooms).

1. A locked space in each classroom where teachers may safely store personal items, instructional materials and supplies.
2. A teacher resource area or work area for materials which teachers may use in the preparation of instructional materials as well as a reference room for general professional reference. This area should be equipped with: (a) computer(s); (b) storage cabinet; (c) book case; and (d) desks and chairs. In addition, there shall be a copy machine available for teacher use within the building.
3. An appropriately furnished room in every school (which shall include a telephone) to be used as a faculty lounge. This room is to be in addition to the teacher resource previously proposed.
4. Well-lighted and clean teacher restrooms, in every school, with separate facilities for men and women.

U) Homebound Instruction Program

1. All requests for homebound instructions must be filed with the Principal and approved by the Director of Pupil Services. When the request is approved, assignment of teachers will be as follows:
 - a) Elementary students requiring homebound instruction will be serviced by a classroom teacher of the same grade level by the Principal and/or the Director of Pupil Services, if available.
 - b) Secondary students requiring homebound instruction will be serviced by subject area teachers in each major area if they are available. In the event that no subject area teachers are available, every effort shall be made to assign a faculty member certified in the subject area.
2. Teacher participation in homebound instruction will be limited to ten (10) hours per week at both the elementary and secondary levels. Any departure from the

limitation listed above must be approved by the Assistant Superintendent of School, and/or Director of Pupil Services.

3. The rate of pay for homebound and Alternative Education Program instruction will be \$31.00 per hour minus appropriate deductions. Forms and information regarding homebound instruction will be available in the Director of Pupil Services and Special Education Office.

V) Educational Improvement Advisory Committee

1. There shall be an Educational Improvement Advisory Committee whose functions shall be to discuss and make subsequent recommendations to the Superintendent of Schools, of any and all matters that may affect educational improvement within the school year.
2. The Association shall be represented in the EIAC by its President and four (4) other teachers, who shall be appointed by the Board of Directors of the Association.
3. The Superintendent of Schools shall be responsible for appointing the additional members to serve on this committee.
4. The Committee shall meet monthly starting in October, under the direction of the Assistant Superintendent of Schools.
5. Study programs relating to discipline procedure throughout the school system; criteria of promotions for students and departmentalizing the elementary level, and curriculum study programs involving the emotionally disturbed, special tutorial program, Middle School and Senior High School remedial reading programs fall within the province of matters that should be studied by said committee. The above list is not meant to be exclusive. Because the committee cannot study all of the above issues in a single year, the committee is to decide each year which issues it believes ought to be the focus of attention.

W) Administering of Medicine by Teacher

Teachers shall not be required to administer medicinal preparations to any student, but when any teacher shall consent to do so, such administering of medicine shall be done in accordance with any applicable law.

X) Lesson Plan

It is agreed that teachers shall prepare written lesson plans. However, the primary intent of lesson plans is to serve as guidelines for the teacher in planning and implementing of the prescribed course of study and to guide substitutes in the continuity of programs in the absence of the regular teacher.

Y) Professional Relations

Administrators will communicate with all teachers in an appropriate and professional manner. No Administrator shall reprimand or otherwise criticize a teacher except in a private setting.

Z) Curriculum Writing and Professional Development

Teachers who agree to attend district sponsored professional development or who participate in curriculum writing or other instructional work outside of the work year, shall receive a daily stipend of three hundred dollars (\$300).

ARTICLE VI
PLACEMENT ON THE SALARY SCHEDULE

A) Placement Factors

In accordance with the timetables set forth on the salary schedules hereinafter contained, all teachers shall be placed on the appropriate step in the salary schedule, taking into consideration the following:

1. Degree status as defined in paragraph four (4) of this section.
2. Credit will be given for previous teaching experiences in accredited public, private and military dependency schools, provided that such experience has been continuous service of at least one-half of any school year.

In order to receive credit for past teaching experience, the experience must have occurred after the teacher received a teaching certificate from the authorities, including any State, or the United States, or any foreign country, or any agency of any of the above.

3. Except for teachers whose degree status has already been recognized by the East Haven Board of Education, and except for those teachers already on staff, the degree status shall, commencing on the effective date of this agreement, be defined as follows:
 - a) Bachelor - a Baccalaureate degree earned at an accredited college or university.
 - b) Master - A Master's degree earned at an accredited college or university.
 - c) Sixth Year - A second Master's degree in a discipline other than the initial Master's degree earned at an accredited college or university; or a sixth year certificate; or a Doctorate earned from an accredited college or university.

A teacher with a Master's degree requiring sixty (60) or more credits from an accredited college or university may be placed on the Sixth Year salary schedule, if his/her credentials have been approved by the Superintendent.

B) Change in Degree Status

Any teacher whose degree status changes during the school year shall be immediately placed on the appropriate salary schedule in accordance with the degree newly acquired, provided that such teacher notify the Superintendent of Schools, in writing, of the contemplated change on or before January 1, preceding the opening of school in September.

ARTICLE VII
PAYROLL DEDUCTIONS

A) In addition to those payroll deductions required by law, the following shall be eligible for payroll deduction:

1. East Haven Education Association
2. Connecticut Education Association
3. National Educational Association (or any combination of the above as determined by the Association)
4. Blue Cross Dental
5. Tax Sheltered Annuities; the Board shall maintain the Section 403(b) Plan in effect as of January 1, 2010.
6. East Haven Municipal Employees Credit Union
7. Savings Bonds
8. Colonial Disability Insurance or other approved disability plans
9. Connecticut Higher Education Trust (CHET)
10. Supplemental Life Insurance, Homeowners or Automobile Insurances

Effective September 1, 2011, the Board and the Association shall implement a mutually acceptable Section 457 plan and provide for payroll deduction and remittance by the Board.

B) All requests for deductions shall be in writing on approved authorization forms.

C) A teacher who resigns his/her teaching position or whose services have been terminated, prior to the end of the school year, shall be paid any escrow monies due him/her at the time when said severance becomes effective, provided, however, that any teacher resigning effective the last day of the school year will be paid the escrow deduction on the first payroll in July, unless the first payroll falls due on one of the first four days in July, in which case, the Board may delay such payment until July 10.

D) Service Fee Deductions

1. Conditions of Continued Employment:

All teachers employed by the East Haven Board of Education shall, as a condition of continued employment, join the Association 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.

2. Service Fee Deductions:

The East Haven Board of Education agrees to deduct a service fee from the salary of each teacher who is not an Association member by payroll deduction. The amount of the service fee shall be certified by the Association to the Board of Education each year prior to January 1st. Service fees shall be deducted in equal or nearly equal amounts beginning with the first paycheck in January through and including the last paycheck in June.

The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

3. Subsequent Employment:

Those teachers who commence employment after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

4. Forwarding of Monies:

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check, a list of teachers for whom such deductions were made.

5. Lists:

No later than the second paycheck in September of each school year, the Board of Education shall provide the Association with a list of all teacher employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

6. Reference to Association:

The singular reference to the "Association" within Article VII shall be interpreted as referring to the East Haven Education Association, the Connecticut Education Association and the National Education Association.

7. Save Harmless:

The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under Section D. 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 or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this Section.

ARTICLE VIII ISSUANCE OF PAYCHECKS

- A) Teachers will have the right to exercise one of the payroll options listed below:
 - 1. Teachers shall receive their checks on the basis of twenty-six (26) alternate Fridays.
 - 2. Teachers shall receive twenty-one (21) equal checks from September to June, with the final five (5) checks issued in a lump sum on the first payroll in July.
- B) Teachers shall notify the Business Office, in writing, of a change in their choice of a payroll option by March 1st of the previous year. The chosen plan shall remain in effect throughout the contract year.
- C) If a payday falls on the Friday of a vacation period or during the summer and the Business Office is open, teachers can pick up their checks between 9:00 a.m. and 12 noon. During summer months, those checks not picked up by Friday noon will be mailed the same Friday afternoon.
- D) Teachers shall continue to have their summer paychecks mailed with envelopes and stamps being provided at the expense of the Board.
- E) Teachers' paychecks shall be direct deposited to the bank of the teacher's choice so long as the Town continues the direct deposit option. Teachers hired prior to September 1, 2011 may opt out of direct deposit by written notice to the Board.
- F) For purposes of privacy, paychecks, or paystubs will be distributed in envelopes.

ARTICLE IX SUBSTITUTE TEACHERS

- A) Professional staff members may be utilized, on a voluntary basis, in a substitute capacity, when qualified substitutes are not available. Teachers may be assigned to substitute teaching periods in lieu of other assigned duties when no volunteers are forthcoming. In such cases, the professional staff member shall be paid the homebound rate for periods or blocks up to fifty-five (55) minutes long and twice the homebound rate for longer periods or blocks, in addition to his/her regular salary.
- B) A long-term substitute shall be paid at a rate equal to the BA Step One of the appropriate years salary schedule, commencing with the 41st day of teaching. Long-term substitutes shall not receive group insurance benefits.

- C) Leave replacement substitutes employed to work for a regular teacher for an entire year shall be paid at a rate equal to BA step one for the appropriate years salary schedule and shall be entitled to group insurance benefits commencing with the first day of employment. Leave replacement substitute positions will be terminated at the conclusion of the school year. Nothing herein shall relieve the Board of Education of its obligations under 10-151.

ARTICLE X NEGOTIATIONS

If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, not more than four (4) representatives of the Association shall be relieved from all regular duties, without loss of pay, as necessary, in order to permit their attendance at such meeting.

ARTICLE XI ORDERING AND DISTRIBUTION OF SUPPLIES

Teachers shall be encouraged to become involved in the process of ordering supplies and instructional materials for the ensuing school year.

Except in the event of a situation beyond the control of the Board and/or the Administration, teachers shall be provided with all supplies and instructional materials ordered within the financial allocation authorized to the Board. Supplies ordered for a specific classroom, rather than a central storeroom, shall be distributed within a reasonable time and normally not more than one month following receipt.

ARTICLE XII RESIDUAL RIGHTS

Any and all professional work developed in connection with a teacher's regularly assigned teaching duties and during time or circumstances which are compensated by the Board is the property of the East Haven Board of Education.

ARTICLE XIII ACADEMIC FREEDOM

- 1) The private and personal life of a teacher is not within the appropriate concern or attention of the Board, except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system

Teachers shall be entitled to full right of citizenship, and no religious or political activities of any teacher, (provided such activities do not take place during his working day) or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE XIV

CLASSROOM RESPONSIBILITY

Special area teachers are to assume full responsibility of the classes that they instruct. Therefore, the regular classroom teacher shall not be required to be present during such a special area instruction period, except as those times when a new unit is being introduced by the special area teacher for the first time.

ARTICLE XV PROVISION FOR PRINTING AGREEMENT

Each teacher shall be provided with a copy of the printed text of the final Agreement, at the expense of the Board of Education.

ARTICLE XVI CONSULTATION PROCEDURE

In the event that situations or developments indicate that the strict letter of this document (pertaining to non-salaried items) cannot be adhered to, changes in the existing Agreement may be made, by mutual written consent of the Association and Board.

ARTICLE XVII GRIEVANCE PROCEDURE

A) Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which arise affecting the welfare or working conditions of teachers.

Both parties shall agree that these proceedings be kept as informal as is appropriate, at any level; and that at each level the matter shall be kept confidential.

Nothing herein stated shall be construed as limiting the right of any teacher having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

B) Definitions

1. Grievance - shall mean a claim by a teacher or a group of teachers that there has been a violation, misinterpretation or misapplication of the written Agreement or of the rules, regulations, administrative directives or policies of the Board.

2. Teacher - shall mean any certified professional employee, below the rank of administrative assistant, and may include a group of teachers similarly affected by a grievance.
3. Party in Interest - shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. Days - shall mean working school days, except that following the end of the school year "days" shall mean business days (Central Office is open for business) until the first day of the school in the next academic year.

C) Structure

1. The Association shall designate an Association School Representative for each school to assist in the processing of grievances.
2. The Association shall maintain a Professional Rights and Responsibilities Committee, (hereinafter referred to as the "PR&R" Committee).
3. All formal grievances shall be presented on the approved Grievance Forms found in the Appendixes of this Agreement.

D) 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, however, may be extended by written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing within fifteen (15) days after he knew of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.
3. Failure by the aggrieved 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. The time limits specified herein may be extended by mutual agreement.
5. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. In conjunction with a grievance so filed, the term "days" (defined in B4, supra) shall be changed to "business days".

E) Informal Procedure

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his principal or his/her appropriate administrator, stating that the matter is a grievance, in an effort to resolve the problem informally.
2. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the Association School Representative assist him/her in further efforts to resolve the problem informally with the principal or his/her appropriate administrator.

F) Formal Procedure

1. Level One - School Principal

- a) If an aggrieved person is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize them, he/she may present his/her claim as a formal grievance in writing to his/her principal, or his/her appropriate administrator.
- b) The principal or appropriate administrator shall, within five (5) days after receipt of the written grievance, render his/her decision and the reason, therefore, in writing to the aggrieved person, with a copy to the chairman of the Association's PR&R Committee.

2. Level Two - Superintendent of Schools

- a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after his foimal presentation, file his/her written grievance with the Association's PR&R Committee for referral to the Superintendent of Schools.
- b) The PR&R Committee shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to doing so, the committee shall provide an opportunity for the aggrieved person to meet with the committee to review the grievance and to determine appropriate documentation.
- c) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with representatives of the PR&R Committee for the purpose of resolving the grievance.

OR

The Superintendent may designate the Assistant Superintendent of Schools, or the Director of the appropriate levels to act in his/her stead.

- d) The Superintendent shall, within three (3) days after the informal hearing, render his/her decision and the reasons thereof in writing to the aggrieved person with a copy to the PR&R Committee.

OR

The Superintendent after conferring with his/her designee at this level render his decision as stated above.

3. Level Three - Board of Education

- a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Association's PR&R Committee for appeal to the Board of Education or a subcommittee of the Board.
- b) The PR&R Committee shall, within three (3) days after receipt, refer the appeal to the Board.
- c) The Board of Education or its designated Committee in such matter shall, fifteen (15) business days following receipt of the appeal meet with the aggrieved person and with representatives of the PR&R Committee for the purpose of reviewing the grievance.
- d) The Board or its designated committee shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the PR&R Committee.
- e) On any grievance where the Principal or appropriate Administrator, Superintendent, or the Board fails to comply with the specified time limits, the aggrieved may appeal the grievance to the next step automatically.
- f) On any grievance arising out of anything other than a claimed violation, misinterpretation or misapplication of the written Agreement, the decision of the Board of Education shall be final and binding.

4. Level Four — Arbitration

- a) On any grievance arising out of a claimed violation, misinterpretation, or misapplication of the written Agreement, the aggrieved, is not satisfied with the disposition of his/her grievance at Level Three, may within three (3) days after the decision, request, in writing to the PR&R Committee that his/her grievance be submitted to arbitration.
- b) If the Association wishes to submit the grievance to arbitration, it must, within five (5) days after receipt of such request, notify the Board, the Superintendent of Schools, or the Board's designated representative in

writing and file a demand for arbitration under the Voluntary Labor Arbitration Rules of the AAA, which shall act as the Administrator of the proceedings. For purposes of grievance arbitration, the only parties in interest are the Board of Education and the Association.

- c) The decision of the Arbitrator in such case shall be final and binding.
- d) The costs for the services of the Arbitrator shall be borne by the loser.

G) 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 a participant in the grievance procedure by reason of such participation.
- 2. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.
- 3. At the request of the grieving employee, the Board shall consider Level 3 grievances involving teacher performance or discipline to be a personnel matter and shall hear the grievance in executive session.

H) Association Leave

When it is necessary, pursuant to the Grievance Procedure, for a School Representative (Association), member of the Professional Rights and Responsibility Committee, or other designated representative of the Association, to investigate a grievance or attend a grievance hearing or meeting during the school day, he/she shall, upon notice to his/her supervisor and/or principal, and to the Superintendent by the President of the Association, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. This privilege shall be limited to one (1) Association representative per grievance, per day. Any teacher, whose appearance in such investigation, meetings, or hearings, as a witness, as necessary, shall be accorded the same right.

ARTICLE XVIII
INSURANCE BENEFITS

A) The following Insurance Benefits shall be provided for all full-time teachers.

- 1. Blue Cross Century Preferred (PPO) Plan - (see plan summary description attached as Appendix G). (New Appendices conforming to the changes set forth below in sections A and I will be inserted into the Agreement when received.)

a) Effective July 1, 2014 co-pays for each Plan will be as follows:

Home & Office: \$25 Century Preferred PPO

ER: \$100 Century Preferred PPO

Urgent Care: \$50 Century Preferred PPO

Hospital Admission: \$250 Century Preferred PPO

Outpatient Surgery: \$150 Century Preferred PPO

In addition, Century Preferred will include mandatory prior authorization for high cost diagnostics; Psychiatric/substance outpatient services will require prior authorization after the fortieth (40th) visit; and blue quality transplant network.

2. Life Insurance - \$75,000. A teacher may purchase life insurance up to three (3) times his/her annual salary at current group rates, in addition to the life insurance paid by the Board.

3. Accidental Death and Dismemberment (AD&D) 2x the teacher's annual salary.

B. The Board shall also maintain a High Deductible Health Plan/Health Savings Account Plan which includes the following components. The HDHP/HSA shall be the Public Sector HDHP with no post-deductible prescription drug co-pays.

The Board will contribute fifty percent (50%) of the applicable HSA deductible amount per plan year for each teacher who elects coverage under the HDHP/HSA plan. One-half (1/2) of the Board's contribution towards the HSA deductible shall be deposited by July 15 and the remaining amount shall be deposited on October 15.

The parties acknowledge that the Board's contribution toward the funding of the HSA deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment with the Board. The HDHP/HSA plan year is July 1 through June 30.

Features of the HDHP/HSA plan:

- Combined In-Network/Out-of-Network Annual Deductible (individual/family) \$2000/4000
- Co-insurance 100% In-Network after deductible.
- Co-insurance 80% Out-of-Network after deductible, subject to co-insurance maximum
- In-Network Preventive Care not subject to deductible, covered at 100%
- Out-of-Network Preventive Care subject to deductible and co-insurance, subject to co-insurance maximum
- In-Network cost share maximum \$2000/4000
- Out-of-Network co-insurance maximum \$2000/4000
- Out-of-Network cost share maximum \$4000/8000

- Unlimited In-Network and Out-of-Network lifetime maximum
- Prescription drug coverage treated as any other medical expense

C.1. The costs of providing the benefits under subsections B above shall be shared by the Board and the teacher as follows:

Year	Teacher	Board
2014-2015	thirteen half percent (13%)	eighty-seven percent (87.0%)
2015-2016	fourteen percent (14.0%)	eighty-six percent (86.0%)
2016-2017	fifteen percent (15.0%)	eighty-five percent (85.0%)

2. The employee premium share for the Century Preferred PPO shall be an amount equal to the difference between the Board's total contribution for similar coverage under the High Deductible Plan, including the cost of the deductible contribution, and the annual cost of PPO coverage.
3. The Board shall adopt an Internal Revenue Code, Section 125 pre-tax premium conversion plan, which will allow teachers to meet any required insurance premium contribution and also include a medical care account and a dependent care account. Election to participate in such plans shall be at the teacher's option. Teachers electing to participate may do so in September of each work year.

D.1. The Board shall pay one-half (1/2) of the expense of the Blue Cross Dental Plan (including the option for Riders A, B, C or D) not to exceed \$23,700 annually effective July 1, 2014, and not to exceed \$33,700 annually effective July 1, 2016.

2. Teachers desiring to participate in the Dental Plan must submit the proper enrollment forms no later than October 1 of the current school year.

E. If the Board proposes to change in plans under A.1, B.1 and C.1 above, the Board shall notify the Association and provide the Association with information concerning the proposed plan(s). The Association shall have thirty (30) days to review the proposed plan(s). If at the end of the thirty (30) day period, the Association claims that the proposed plan(s) is/are not substantially equivalent, the Association may file for arbitration at that time. The parties shall cooperate to expedite the arbitration process so that a decision is issued not later than sixty (60) days following the end of the thirty (30) day review period.

F. A teacher who resigns to accept a new position is entitled to insurance benefits through August 31 of the current year or until he/she is eligible for equivalent benefits from his/her new employer, whichever is sooner, provided that such teacher has successfully performed and completed his/her contract obligation to the school system.

- G. Full-time teachers who are reduced to part-time employment, shall maintain the same benefits as full-time employees for two (2) school years following the reduction to part-time employment.
- H. Teachers hired for a part-time teaching schedule shall have insurance benefits paid by the Board at the same percentage as time they are hired to work, provided this percentage does not exceed the percentage paid by the Board for full-time teachers. Secondary teachers shall teach five (5) periods to equal one hundred percent (100%).
- I. The Century Preferred Prescription Drug plans will be the full three-tier formulary with co-pays of \$10 generic, \$25 list brand, and \$40 non-list brand; two times co-pay mail order; M.D. override on use of brand v. generic only in the event of medical necessity; safety checks and step therapy; and \$3,000 per individual yearly maximum benefit for Century Preferred.

ARTICLE XIX
STIPENDS

- 1. Stipends shall be paid according to Appendix's A and B schedules for Clubs and Advisors and Coaches.
- 2. Coaches shall receive notice that they will be re-employed or not re-employed within ninety (90) days from the end of the applicable athletic season.
- 3. All club or advisor positions shall be posted by June 1st of each school year. Anyone appointed to fill a position shall be notified of his or her appointment in writing by June 15th of the current work year. Said notice shall state the name of the position and the stipend paid.
- 4. Qualified members of the bargaining unit should fill all positions for which a Club or Advisor stipend is paid before such positions becoming available to anyone outside the bargaining unit.

ARTICLE XX
LONGEVITY PAYMENT

When starting the 18th year of teaching service with the East Haven Board of Education, a teacher, each work year, shall receive a longevity payment of \$1,000. When starting the 23rd year of service, said longevity payment each year shall be \$1,250. When starting the 31st year of service, said longevity payment each year shall be \$1,500. Longevity payments are part of a teacher's annual salary and shall be paid over the course of the work year in a teacher's regular Article VIII, Issuance of Paychecks.

Teachers whose anniversary dates of employment occur on dates other than the start of a teacher work year shall receive a longevity payment of \$1,000, \$1,250 or \$1,500 at the start of the teacher work year within which they start their 18th, 23rd, or 31st years of service respectively. For example, a teacher whose date of employment is January 15, 1992 shall be paid an annual

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- H. Teachers hired for a part-time teaching schedule shall have insurance benefits paid by the Board at the same percentage as time they are hired to work, provided this percentage does not exceed the percentage paid by the Board for full-time teachers. Secondary teachers shall teach five (5) periods to equal one hundred percent (100%).
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- 1. Stipends shall be paid according to Appendix's A and B schedules for Clubs and Advisors and Coaches.
- 2. Coaches shall receive notice that they will be re-employed or not re-employed within ninety (90) days from the end of the applicable athletic season.
- 3. All club or advisor positions shall be posted by June 1st of each school year. Anyone appointed to fill a position shall be notified of his or her appointment in writing by June 15th of the current work year. Said notice shall state the name of the position and the stipend paid.
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Teachers whose anniversary dates of employment occur on dates other than the start of a teacher work year shall receive a longevity payment of \$1,000, \$1,250 or \$1,500 at the start of the teacher work year within which they start their 18th, 23rd, or 31st years of service respectively. For example, a teacher whose date of employment is January 15, 1992 shall be paid an annual

longevity payment of \$1,000 as part of his/her regular teacher's salary starting with the beginning of the 2008-2009 teacher work year.

APPENDIX A
CLUBS AND ADVISORS

CLUB	SCHOOL	EXPENSES	ACTIVITIES
Art Club	High School	897	20 club meetings or activities during school year
Band Advisor A	High School	6,634	Competitive Marching Band w/4 competitions; 2 parades; band camp; 5 football games; pep rally; State, New England, or National Championships; 1 holiday concert with rehearsals; Adjudication w/rehearsals; Jazz Ensemble, Adjudication and rehearsals; Symphonic Band; record keeping, Southern Regional or All State festivals; Graduation
Band Advisor B	High School	4,779	1 holiday & 1 Spring concert; 3 rehearsals/concert; 5 football games; pep rally; Memorial Day Parade; 6 marching band rehearsals; 10 Jazz Ensemble rehearsals; 1 Adjudication w/rehearsals; Graduation
Band Advisor A	Middle School & Academy	4,479	1 holiday & Spring Evening concert w/5 rehearsals; 15 Jazz Ensemble rehearsals; 1 Adjudication Festival/Regional w/5 rehearsals; 4 Marching Band rehearsals; Memorial Day Parade/FoxonRec./Mom. Rec.
Band Advisor B	Middle School & Academy	2,986	1 holiday & Spring concert w/5 rehearsals concert; 15 Jazz Ensemble rehearsals; 5 adjudication rehearsals; 4 Marching Band rehearsals; Memorial Day Parade, Foxon Rec. Mom. Rec.

ACTIVITY	SCHOOLS	SALARY	DUTIES
Band Advisor C	Middle School & Academy	1,792	1 holiday & evening Spring concert w/5 rehearsals; 15 Jazz Ensemble rehearsals; 1 Adjudication Festival w/5 rehearsals
Band Advisor A	Elementary	4,480	1 evening holiday & Spring concert/school; 3 rehearsals/concert/school; 1 rehearsal/school/week w/select ensemble; townwide, concert w/rehearsal; Gold Star Band w/20 rehearsals; 4 evening community concerts; 6 marching rehearsals; Memorial Day Parade Foxon Rec. Mom. Rec.
Band Advisor B	Elementary	2,986	1 evening holiday & Spring concert/school; 3 rehearsals/concert/school; 3 rehearsals/concert/school; Town-wide concert w/rehearsal
Band Advisor C	Elementary	597	1 evening holiday concert; 3 rehearsals; 1 Spring concert w/rehearsals; Town-wide concert w/rehearsal
Cheerleader	High School	4,973	Per school year
Chess Club	High School	897	20 club meetings or activities during school year
Chess Club	Middle School	897	20 club meetings or activities during school year
Choral Director	High School	1,792	1 Winter concert; 1 Spring concert; 1 Adjudication; Regionals' Choral Music Director
Choral Director A	Middle School & Academy	3,583	2 productions, i.e., play or musical play (concert = \$750, production=\$1,500)

POSITION	SCHOOL	STIPEND	DEUTY
Choral Director B		2,688	1 concert and 1 production
Choral Director C		1,792	2 concerts
Choral Director A	Elementary	2,812	2 productions, i.e., play or musical play (concert = \$750, production=\$1,500)
Choral Director B		897	10 after school rehearsals; 1 during school day concert
Class Advisors - Sr. & Jr.	High School	3,285	Graduation; Prom; Senior or Junior Activities; Fundraising; trips, Dues collection
Class Advisors - Soph. & Fresh	High School	1,792	Dance; Dues collection; Fundraising
Class Advisor	Middle School	2,389	Dance; Fundraising; picnic; dues collection; yearbook distribution
Class Advisor	Academy	597	Dance; Fundraising; picnic; dues collection; yearbook distribution
FBLA	High School	897	20 club meetings or activities during school year
Drama Director	High School	4,973	1 play; talent show
Drama Director	Academy	3,583	1 play
French Club*	High School	897	20 club meetings or activities during school year
Graduation Directors	High School	414	Coordinate graduation ceremony

CLUB OR CHARGE	SCHOOL	EXPEND	DUENES
Head Teacher	Elementary	3,317	Assume school responsibilities when administrator absent
Honor Society	High School	1,660	Hold elections, run various projects, fundraising
Honor Society	Middle School	1,660	Hold elections, run various projects, fundraising
Honor Society	Academy	1,660	Hold elections, run various projects, fundraising
Italian Club*	High School	897	20 club meetings or activities during school year
Latin Club*	High School	897	20 club meetings or activities during school year
Color Guard	High School	3,317	Directs all activities; Choreograph routines; conduct rehearsals; attend home football games; 3 parades; 4 competitions
Pom Pom Girls	High School	3,317	Per school year
Spanish Club*	High School	897	20 club meetings or activities during school year
Student Activity Fund	High School	3,317	Maintains all high school activity funds
Student Council	High School	897	Runs Student Council
Student Council	Middle School	897	Runs Student Council
Student Council	Academy	897	Runs Student Council

ACTIVITY	SCHOOL	STUDENTS	DETAILS
Year Book Advisor	High School	5,974	1 yearbook
Year Book Advisor	Academy	1,314	1 yearbook
Year Book Advisor	Middle School	1,755	1 yearbook
Team Leaders	High School	3,839	30 meetings during school year curricular and departmental responsibilities
Curriculum Leaders	Middle School	3,839	30 meetings during school year. curricular and departmental responsibilities
Technology Facilitators	All Schools	1,538	\$10 for each computer and for each printer in school (excluding the equipment in their classrooms); maintain equipment & supplies, inventory; upgrade as needed; listserv; troubleshooting; coordinate w/Tech Office
Early Intervention Team	Elementary	.597	15 meeting each school year to coordinate assistance to students
Multi-Cultural Advisor	High School	3,583	40 meetings or activities each school year; Fashion or Talent Show; Multi-cultural event; Fundraising

POSITION	SCHOOL	STIPEND	DUTIES
Audio Visual Advisor	High School	2,416	Recruits and trains a student Audio Visual support team to maintain, provide and set up equipment including computers, video & data projection overhead transparency projectors, screens & sound systems to facilitate presentations by EHPS staff. Develops and implements a system for accepting staff requests for equipment & schedules student to deliver & pick up equipment. The team must provide service for all seven periods of the school day.
State of the Arts	High School	897	20 Club meetings or activities during school year
Best Buddies	High School	1,195	30 Club meetings or activities during school year
Engineering Club	High School	897	20 Club meetings or activities during school year
History Club	High School	897	20 Club meetings or activities during school year
SADD	High School	1,195	Coordinate all activities
Choral Director Musical	HS & Acad.	897	1 production
Orchestra Director	HS & Acad.	897	1 production
Webmaster (Up to 15 hrs. work/mo.)	All	1,195	Maintain school websites
Intramural or Academic Activities	Elementary	1,792	For each 15 week period of intramural or academic activity

CLUB/ORG	SCHOOL	STAFFING	DETAILS
Elementary Learning Ctr. Head Teacher**	Elementary	3,317	Act in absence of administrator
Mentor (BEST)	All	897	Mentor 1 each in BEST

APPENDIX B
COACHES

SPELND	
FOOTBALL	
Varsity Head Coach	6,502
Assistant (3)	4,771
Freshman Head Coach	4,771
Assistant	3,182
SOCCER	
Varsity Head Coach	4,779
Assistant	3,182
BASKETBALL	
Varsity Head Coach	6,502
Assistant	4,771
Freshman	4,771
Assistant	3,577
Middle School	2,862
BASEBALL	
Varsity Head Coach	6,502
Assistant	4,771
Freshman	4,771
SWIMMING	
Varsity Head Coach	4,875
Assistant	3,182
Middle School (Co-Ed)	2,862
TRACK	
Head Coach	4,875
Assistant	3,182
CROSS COUNTRY WITH GIRLS	
	4,875
GOLF	
	3,252
TENNIS	
	3,252

STURBRIDGE	
HOCKEY	
Head Coach	6,502
Assistant	4,771
WRESTLING	
Head Coach	4,875
Assistant	3,182
VOLLEY BALL	
Varsity Head Coach	3,252
Assistant	1,592
TRACK	
Varsity Head Coach	4,875
Assistant	3,182
SOFTBALL	
Varsity Head Coach	6,502
Assistant	4,771
TENNIS	
	3,252
SWIMMING	
Varsity Head Coach	4,875
Assistant	3,182
BASKETBALL	
Varsity Head Coach	6,502
Assistant	4,771
Freshman	3,182
Middle School	2,862
CLUB GYMNASTICS	
Varsity Head Coach	3,252

APPENDIX C

EAST HAVEN EDUCATION ASSOCIATION
Salary Schedule

2013-2014

Prior Yrs Exp.	Step	BA	MA	6 th Yr.
0	1	45,463	46,404	48,908
1,2,3	2	47,145	48,121	50,717
4,5,6,7,8	3	48,773	49,709	52,975
9	4	50,829	52,091	55,843
10	5	53,119	54,783	58,940
11,12	6	55,660	57,734	61,506
13,14	7	59,054	61,506	65,274
15	8	62,449	65,274	69,050
16	9	65,837	69,044	72,816
17	10	68,695	71,865	75,865
18	11	73,767	76,937	80,740
19+	12	78,921	82,574	86,225

2014-2015

2014-2015

Prior Yrs Exp.	Step	BA	MA	6 th Yr.
0,1	1a	46,254	47,213	49,763
2,3,4	2a	47,909	48,865	51,796
5,6,7,8,9	3a	49,751	50,850	54,359
10	4a	51,924	53,387	57,342
11	5a	54,340	56,209	60,173
12,13	6a	57,307	59,570	63,340
14,15	7a	60,702	63,340	67,112
16	8a	64,093	67,109	70,883
17	9a	67,216	70,405	74,291
18	10a	71,181	74,351	78,253
19	11a	76,294	79,706	83,433
20+	12	80,105	83,813	87,518

Except for those teachers already at Step 12, all teachers will advance one-half step from the numbered step they are on in 2013-14 to the same numbered step in 2014-15 with an "a" suffix. For example, if a teacher is on Step 8 on the 2013-14 schedule, he/she moves to step 8a on the 2014-15 schedule.

2015-2016

Prior Yrs Exp.	Step	BA	MA	6 th Yr.
0	1	45,463	46,404	48,908
1,2	2	47,145	48,121	50,717
3,4,5	3	48,773	49,709	52,975
6,7,8,9,10	4	50,829	52,091	55,843
11	5	53,119	54,783	58,940
12	6	55,660	57,734	61,506
13,14	7	59,054	61,506	65,274
15,16	8	62,449	65,274	69,050
17	9	65,837	69,044	72,816
18	10	68,695	71,865	75,865
19	11	73,767	76,937	80,740
20+	12	81,226	84,986	88,743

Except for those teachers already at Step 12, all teachers will advance one-half step from the "a" suffix numbered step they are on in 2014-15 to the next higher numbered step in 2015-16. For example, if a teacher is on Step 8a on the 2014-15 schedule, he/she moves to Step 9 on the 2015-16 schedule.

2016-2017

Prior Yrs Exp.	Step	BA	MA	6 th Yr.
0,1	1a	46,254	47,213	49,763
2,3	2a	47,909	48,865	51,796
4,5,6	3a	49,751	50,850	54,359
7,8,9,10,11	4a	51,924	53,387	57,342
12	5a	54,340	56,209	60,173
13	6a	57,307	59,570	63,340
14,15	7a	60,702	63,340	67,112
16,17	8a	64,093	67,109	70,883
18	9a	67,216	70,405	74,291
19	10a	71,181	74,351	78,253
20	11a	76,294	79,706	83,433
21+	12	82,282	86,091	89,897

Except for those teachers already at Step 12, all teachers will advance one-half step from the numbered step they are on in 2015-16 to the same numbered step in 2016-17 with an "a" suffix. For example, if a teacher is on Step 9 on the 2015-16 schedule, he/she moves to Step 9a on the 2016-17 schedule.

APPENDIX D

EAST HAVEN PUBLIC SCHOOLS

LEVEL I

GRIEVANCE FORM

Name of
Grievant(s): _____

Date Filed: _____

School: _____ Teaching Assignment _____

Principal or Immediate Supervisor: _____

Association
Representative(s): _____

A. STATEMENT OF GRIEVANCE:

B. RELIEF/REMEDY SOUGHT:

Signature of Grievant

C. DECISION RENDERED:

Date

Principal/Immediate Supervisor

APPENDIX E

EAST HAVEN PUBLIC SCHOOLS

LEVEL II

GRIEVANCE FORM

A. GROUND FOR APPEAL TO LEVEL II:

Signature of Grievant(s)

B. DECISION RENDERED:

Date

Principal/Immediate Supervisor

APPENDIX F

EAST HAVEN PUBLIC SCHOOLS

LEVEL III

GRIEVANCE FORM

I wish to appeal to Level III.

Signature of Grievant(s)

DECISION RENDERED:

Date Bd. of Ed./Designated Com.

East Haven BOE-Teachers-2011
 Century Preferred
 Benefits at a Glance

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$20	Deductible & Coinsurance
Hospital (HO) Copayment	\$200 per admission	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$25	Not covered
Emergency Room (ER) Copayment - waived if admitted	\$50	\$50
Outpatient Surgery (OS) Copayment	\$100	Deductible & Coinsurance
Annual Deductible (individual/2-member family/3+ member family)	Not applicable	\$200/\$400/\$500
Coinsurance		20% after deductible up to
Out of Pocket Maximum (Individual/2-member family/3+ member family)		\$1,000/\$2,000/\$2,500
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	No Copayment	
*Routine eye exams - one exam every 2 years	OV Copayment	
Routine OB/GYN visits - one exam per year	No Copayment	
Mammography 1 baseline age 35 - 39 years 1 screening per year age 40+	No Charge	
*Hearing exams - covered once every two years	OV Copayment	

MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care - 2 exams per year	OV Copayment	
Maternity care - initial visit subject to copayment, no charge thereafter	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing - High Cost Diagnostics Require Prior Authorization - PetScan, CtScan, Spectra, MRI, MRA, Nuclear Cardiology and Echocardiography	No charge	
Allergy Services Office visits/testing	OV Copayment	
Infections - 80 visits in 3 years	No charge	

HOSPITAL CARE - Prior authorization required.

Semi-private room	HO Copayment	Deductible & Coinsurance
Maternity and newborn care	HO Copayment	
Skilled nursing facility - up to 120 days per calendar year	HO Copayment	
Rehabilitative services - up to 60 days per person per calendar year	No charge	
Outpatient surgery - in a hospital or surg-center	OS Copayment	

*Vision and Hearing screenings done as part of your preventative exams by your PCP will not take a copay

EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care - at participating centers only	UR Copayment	Not Covered
Emergency care - copayment waived if admitted	ER Copayment	ER Copayment
Ambulance - air and land subject to maximum per trip	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services 50 visit maximum for PT, OT, ST and Chiro. per year	No Copayment	Deductible & Coinsurance
Prosthetic devices -unlimited	No Charge	
Durable medical equipment-unlimited	No Charge	
Infertility-unlimited	Applicable Copay	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	HO Copayment	Deductible & Coinsurance
Outpatient/office visits-prior authorization is required after the 40 th visit	OV Copayment	

*** Schedule of health examinations:**

0 up to age 1=7 visits
1 up to age 4= 7 visits
5 up to age 11=7 visits
12 up to age 17=6 visits
18 up to age 21= 4 visits
22 +=1 a year

Note: In situations where the member is responsible for obtaining the necessary pre-certification or prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the *SpecialOffers@Athena* brochure in your enrollment kit for information on the discounts we offer on health-related services and products.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMS syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

East Haven BOE 3 Tier Managed Drug-Coref-2011
 \$10 Copayment Tier 1 Drugs
 \$20 Copayment Tier 2 Drugs
 \$25 Copayment Tier 3 Drugs
 \$3000 Annual Maximum

Description of Benefits		You Pay:
Tier 1	Tier 1 drugs have the lowest copayment. This tier will contain low cost or preferred medications that may be generic, single source brand drugs, or multi-source brand drugs. Tier 1 copayment applies.	\$10
Tier 2	Tier 2 drugs will have a higher copayment than those in Tier 1. This tier will contain preferred medications that may be generic, single source, or multi-source brand drugs. Tier 2 copayment applies.	\$20
Tier 3	Tier 3 drugs will have a higher copayment than those on Tier 2. This tier will contain non-preferred and high cost medications. This tier will include medications considered generic, single source, or multi-source brand drugs. Tier 3 copayment applies.	\$25
Annual Maximum		Plan Pays:
Per member per calendar year		\$3000

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These preferred drugs have lower member copayments than non-preferred drugs (but may not have a lower overall cost in all instances). You minimize your copayments when you use preferred generic prescriptions and preferred brand-name prescriptions. You'll still have coverage for non-preferred generic and brand-name drugs, but at a higher cost share. Talk to your provider about using preferred generic drugs or preferred brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You'll be responsible for one copayment when purchasing a 31-day to 90-day supply of maintenance drugs through the mail-order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When you purchase a preferred generic drug at a participating pharmacy, you'll only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a preferred or non-preferred brand-name drug, you will be responsible for the applicable Tier copayment *plus* the difference in cost between the generic and preferred or non-preferred brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a second level of quality and safety checks. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medication for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

Step therapy

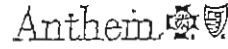
Step therapy means that you may need to use one medication before benefits for the use of another medication can be authorized.

Prior Authorization

A limited number of medications require review and benefit approval before coverage of the medication is authorized.

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Pharmacy Programs



Voluntary Mail-Service Program

Express Scripts, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 90-day supply of these medications and have them delivered directly to your home.

One mail-service copayment will apply.

National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-800-962-8192 to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge. There is not a reimbursement for out-of-network under the Bluecare plan.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by either than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinses.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$10 Tier 1 / \$20 Tier 2 / \$25 Tier 3 3-Tier Managed Prescription Drug Program with an unlimited \$3000 maximum.

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BLUECARE HEALTH PLAN

Description of Benefits		You pay:
PREVENTIVE CARE		
Well child care (including immunizations)		No charge
Periodic, routine health examinations		No charge
*Routine eye exam	One exam every 2 years	No charge
*Hearing exam		No charge
Routine Ob/Gyn visits	2 exams per year	No charge
Mammography	1 baseline age 35-39 1 screening per year age 40+ Additional exams when medically necessary	No charge
MEDICAL CARE		
Primary care office visits		\$20 per visit
Specialist consultations		\$20 per visit
Ob/Gyn Care		\$20 per visit
Maternity Care	Prenatal, delivery, and post-natal care	\$20 copay 1st visit all others paid in full
Laboratory		No charge
X-ray and diagnostic tests	High Cost Diagnostic Requires Prior Auth MRI, CT Scan, PET Scan, MRA, Spine, Nuclear Cardiology, Echocardiography	No charge
Allergy Services		
Office visits		\$20 per visit
Allergy injections and testing	60 treatments in 2 years	No charge
HOSPITAL CARE		
	<i>Prior Authorization Required</i>	
Semi-private room		\$200 per admission
Maternity and newborn care		\$200 per admission
Skilled nursing facility	Up to 90 days per calendar year	\$200 per admission
Rehabilitative services	Up to 60 consecutive days per medical condition	\$200 per admission
Outpatient Surgery	In a hospital or surgical center	\$100 copay
EMERGENCY CARE		
Emergency room	Copayment waived if admitted	\$50 per visit
Ambulance	Land	Covered
	Air	Covered
Urgent care	At participating centers only	\$25 per visit

*Vision and Hearing screenings done as part of your preventative exams by your PCP will not take a copay

Your pay:

OTHER HEALTH CARE		
Home health care	200 visits 80 side	No charge
Outpatient Rehabilitative services (includes physical therapy, speech therapy, occupational therapy and chiropractic treatment)	Unlimited Visits	\$20 per visit
Prosthetic devices	Maximum benefit is Unlimited per member per calendar year	20%
Durable medical equipment	Limited to specific items. Maximum benefit is Unlimited per member per calendar year	20%
Outpatient Cardiac Rehabilitation (therapy)	Up to 36 visit maximum per cardiac episode	\$20 per visit
Inertility Services	\$5,000 lifetime maximum (includes services and drugs administered for the treatment of infertility) In Vitro/GIFT/ZIFT not covered.	Phase I: \$20 per visit Phase II/III: 50%

MENTAL HEALTH/SUBSTANCE ABUSE CARE <i>Prior Authorization Required after the 40th visit on outpatient services</i>		
Mental health and Substance abuse - Inpatient		\$200 Copay
Detoxification - inpatient		\$200 Copay
Mental health and Substance abuse - outpatient/office visits		\$20 per visit

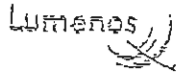
How To Use Your Plan

Call your primary care physician (PCP) whenever you have a medical problem, whether it is routine or an emergency. To access care, present your membership card and pay any applicable cost-sharing.

No Referral Is Required With This Plan.

Prior Authorization: Prior authorization is required for inpatient admissions and specified outpatient procedures.

This does not constitute your health plan or insurance policy. It is only a general description of BlueCare benefits and exclusions.



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'll have access to personalized services and online tools to help you reach your health potential.

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 2011, contributions can be made to your HSA up to the following:

- \$3,050 individual coverage
- \$6,150 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from Incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards Incentive program.

Healthy Rewards

If you do this:

You can earn this in your HSA:

- Complete the Health Assessment online \$50
- Enroll in the Personal Health Coach Program \$100
- Graduate from the Personal Health Coach Program \$200
- Complete our Smoking Cessation Program \$50
- Complete our Weight Management Program \$50

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Some eligibility requirements apply. See page 2 for program descriptions.

Plus – To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services.

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.

And –

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.

All dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

$\text{HSA Account} + \text{Bridge} = \text{Deductible}$

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

- \$1,500 individual coverage
- \$3,000 family coverage

And –

Additional Health Coverage

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

Additional Protection

In addition to your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan will pay 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

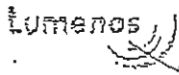
In-Network & Out-of-Network Providers

- \$3,000 individual coverage
- \$6,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

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

CGHSA4 (1/10)



Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HSA per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing this program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing the program.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

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

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. influenzae type b
- Polio
- Measles, Mumps, Rubella (MMR)

Adult Preventive Care

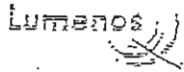
Office Visits after age 18

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

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



Lumenos HSA Plan Summary

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 for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- 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

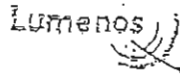
Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year (including 80 Home Health Aide visits).
- PT/ST/OT and chiropractic services limited to a combined total of 50 visits per calendar year.
- Inpatient hospitalizations require prior authorization.
- Your Lumenos HSA plan includes a lifetime maximum of Unlimited per member for out-of-network services.

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

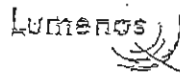
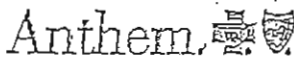
If you have questions, please call toll-free 1-888-224-4896.

CGHSA2 (8/05)



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.

Additional limitations and exclusions may apply.



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 licensee of the Blue Cross and Blue Shield Association. * Registered service Blue Cross and Blue Shield Association. * LUMENOS is a registered trademark.

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

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 to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.
- If the member is not covered by Dental Amendatory Rider C (Prosthodontics) we will pay for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth:
 1. One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.
 2. No benefits will be provided for the tooth replacements.
 3. Space maintainers – payment will be made for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Payment will be made for up to two devices per member per lifetime.

ACCESSING BENEFITS

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield will pay the lesser of fifty percent of the dentist's usual charge or fifty 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 a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent 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 of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A.

DENTAL AMENDATORY RIDER B PROSTHODONTICS

The following prosthetic services are provided under Dental Amendatory Rider B:

- + Denture, full and partial
- + Bridges, fixed and removable
- + Addition of teeth to partial dentures to replace extracted teeth

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

Anthem Blue Cross & Blue Shield of Connecticut will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement, which is provided less than five years following a placement or replacement, which was covered under the contract. We also not pay for crowns splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of 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 Dentist Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent 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 & Blue Shield of Connecticut Dental Amendatory Rider B. 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.

DENTAL AMENDATORY RIDER C PERIODONTICS

Periodontal services consisting of:

- + Gingival curettage
- + Gingivectomy and gingivoplasty
- + Osseous surgery, including flap entry and closure
- + Mucogingivoplastic surgery
- + Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is \$500.00.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in the 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 a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent 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 & Blue Shield of Connecticut Dental Amendatory Rider C. 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 K

Student Activities Salary Formula Appeal Process

In accordance with the following criteria, if a staff member believes that the salary level for either a proposed or existing student activity is incorrect, he or she may seek redress through the appeal process set forth below. Eligibility is limited to the following members: (a) staff members who are hired for newly created activities or advisor positions; and (b) staff members whose stipends are reduced to a lower level or withheld based upon a determination that essential duties were not performed.

1. The staff member shall request in writing a hearing before a review panel consisting of the Superintendent of Schools, a representative from the East Haven Education Association, and a third individual mutually agreed upon by the parties.
2. The appealing staff member shall provide in advance of any hearing all written documentation in support of the pay level proposed;
3. The administrator who has denied the proposed salary shall also be given an opportunity to supply the panel documentation and/or testimony pertaining to the denial;
4. Within ten (10) working days of the hearing, the panel shall issue its findings to all affected parties in writing.
5. The decision of the panel shall not be subject to appeal or mid-term bargaining.

IN WITNESS WHEREOF, the parties have hereunto set their signatures at East Haven,
Connecticut this ____ day of _____.

EAST HAVEN BOARD OF EDUCATION
ASSOCIATION

EAST HAVEN EDUCATION

By: Chairperson

By: Association President

WITNESS _____

WITNESS _____

By: Board Negotiator