



**Luke A. Bronin**  
**Mayor**

February 6, 2019

Melissa McCaw, Secretary  
Office of Policy and Management  
450 Capitol Avenue  
Hartford, CT 06106

Dear Secretary McCaw,

When the Municipal Accountability Review Board (MARB) allocated \$20,000,000 consistent with the City of Hartford's Municipal Recovery Plan prior to the close of FY 2018, the MARB set aside \$750,000 to support the implementation of that plan and to support the operations of the MARB. It is my understanding that authority to allocate those funds rests with the Secretary of the Office of Policy and Management (OPM), in consultation with the MARB. It is also my understanding that, while a portion of those funds has been used to pay for OPM's staff support to the MARB, there are funds remaining from the initial \$750,000.

For your consideration, please find below a list of proposed initiatives to be funded with the remaining balance. As you know, the City of Hartford's Municipal Recovery Plan includes targets both for grand list growth and for additional expenditure savings. We believe that each of these proposals are consistent with the purposes for which the \$750,000 was reserved, and we look forward to working with you to determine an appropriate allocation of the remaining funds.

### **Financial Management**

As the City of Hartford continues our search for a new Chief Financial Officer, it would benefit our budget and finance teams to engage a financial advisory firm to assist with day to day operations as well as provide recommendations regarding potential efficiencies and opportunities for performance enhancement.

### **Lean Process Evaluation**

The City is requesting funds to engage a consultant to conduct a lean process evaluation of key city departments and the supporting processes related to how business is conducted and services are delivered. The goal would be to improve customer experience and service delivery, and minimize waste from business processes, creating more value for customers with fewer resources or within existing resources.

**550 Main Street**  
**Hartford, Connecticut 06103**  
**Telephone (860) 757-9500**  
**Facsimile (860) 722-6606**

## **Maximize Use of Technology**

The City is requesting funds to engage a consultant to identify opportunities to use technology to maximize service delivery, allow for faster retrieval of data or processing of requests, and, where appropriate, automate to reduce or maximize existing resources.

Effective service delivery has become more dependent on technology and finding efficiencies in the city's operations can help to eliminate redundancies, waste, and errors. Giving employees fast, efficient access to the information their jobs require is an integral part of successful service delivery. It's important to engage a consultant with specialized expertise in municipal government IT solutions who can help the city identify cost savings, eliminate multiple contracts, provide technology solutions that allow self-service tools for constituents and develop both a long-term and short-term plan for consolidating, replacing, and updating technologies. The goal is to identify technology opportunities to improve the customer response time and service delivery, as well as operate more efficiently.

## **City, School, and Library Service Partnership and Sharing**

The City is requesting funds to engage a consultant to conduct an organizational analysis on the feasibility, benefit or disadvantage from combining municipal and school district operations related to Human Resources, Payroll and Risk Management and Finance. The selected consultant would provide a comprehensive analysis of the existing operations, evaluate the current positions with all related staff, evaluate the way each department and its employees work within their respective department and how the department works within the organization as a whole, and develop an implementation plan for recommendations. Part of the goal is to deliver a framework that would consolidate support services and financial operations of the city and school district. As part of this process, workflows and business process maps would also be documented. The City is in the process of conducting an internal review of the consolidation of the Print Shop and Procurement with internal staffing.

## **Special Education**

Hartford Public Schools serves one of the highest need student populations in the state. The costs to provide adequate programming and support for these students has been increasing steadily and reached \$120 million in FY 17-18. In response to MARB subcommittee inquiries and recommendations, Hartford Public Schools is requesting support to assess the current special education continuum of services. The study would yield recommendations for efficiencies, and the district's readiness to develop and deliver more services and programming in district.

Sincerely,



Luke A. Bronin  
Mayor

**TENTATIVE AGREEMENT  
BETWEEN THE CITY OF HARTFORD  
AND  
THE MUNICIPAL LAWYERS' ASSOCIATION  
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

The City of Hartford and the Municipal Lawyers' Association (hereinafter, "MLA") tentatively agree to a Collective Bargaining Agreement to be in full force and effect for the period commencing July 1, 2015 through June 30, 2021 subject to the ratification of MLA and approval by the City of Hartford Court of Common Council and the Municipal Accountability Review Board (hereinafter, "MARB"). The July 1, 2011 through June 30, 2015 Collective Bargaining Agreement currently in effect shall remain unchanged except as specifically outlined in this Tentative Agreement provided further that the Collective Bargaining Agreement shall be modified to reflect these changes.


*This Tentative Agreement represents concepts and not necessarily final contract language. Actual contract language will be drafted if the Tentative Agreement is ratified by MLA and approved by the Court of Common Council and MARB.*

**CITY OF HARTFORD**

  
\_\_\_\_\_  
LUKE BRONIN, MAYOR

2/5/19  
\_\_\_\_\_  
DATE

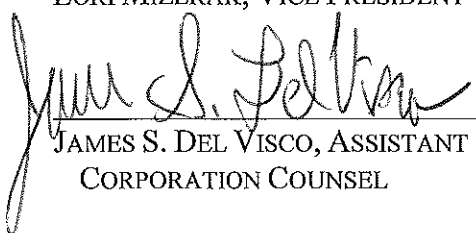
**MUNICIPAL LAWYERS' ASSOCIATION**

  
\_\_\_\_\_  
JONATHAN BEAMON, PRESIDENT

2/5/19  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
LORI MIZERAK, VICE PRESIDENT

2/5/19  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
JAMES S. DEL VISCO, ASSISTANT  
CORPORATION COUNSEL

2-5-19  
\_\_\_\_\_  
DATE

TENTATIVE AGREEMENT  
 BETWEEN THE CITY OF HARTFORD  
 AND  
 MLA  
 FOR A SUCCESSOR  
 COLLECTIVE BARGAINING AGREEMENT

**1. Duration:**

6 years (July 1, 2015-June 30, 2021)

**2. Wages:**

a. GWI's:

FY 2015-16 – 0% GWI	FY 2018-19 – 0% GWI
FY 2016-17 – 0% GWI	FY 2019-20 – 2% GWI
FY 2017-18 – 0% GWI	FY 2020-21 – 2% GWI

b. Growth Increments:

Effective upon the approval of the 2015-2021 Agreement and prospectively from the date of approval only, MLA members will be eligible for a maximum of two (2) growth increments for the remaining term of the Agreement. All other growth increment eligibility requirements and provisions remain in effect.

c. Pay Period: Update Section 3.3, Paragraph 4 as follows:

4. Biweekly Pay. All bargaining unit members will be paid on a biweekly schedule. Effective no later than the first pay period after the approval of the 2015-2021 Agreement, the City shall require direct deposit and electronic notification of all pay-related checks.

**3. Healthcare:**

a. Plan Design. Effective July 1, 2019, the current City plans (Cigna Open Access and Cigna Blue Care OAPIN) will be replaced with a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) as described below.

Component	In Network	Out of Network
Deductible	\$2,000/\$4,000	\$4,000/\$8,000
Co-Insurance	90%	70%
OOP Max	\$3,000 / \$6,000	Federal OOP Max
RX (deductible)	\$5/\$20/\$40 2x mail order Mandatory Mail Order State Maintenance Drug Network	\$5/\$20/\$40 2x mail order Mandatory Mail Order State Maintenance Drug Network
Formulary	If City moves to standard CVS formulary, MLA agrees to it without challenge.	
HSA Funding	50%	50% of In-Network Deductible
Standard Benefits Only		

- b. Health Savings Account. The HDHP will include a Health Savings Account (HSA). The City will contribute fifty percent (50%) of the employee's In-Network deductible to the employee's HSA. In Fiscal Year 2019-20, the City's fifty percent (50%) contribution will be paid as follows:
- Fifty percent (50%) of the City's total contribution amount in July 2019,
  - Twenty-five percent (25%) of the City's total contribution amount in January 2020, and
  - Twenty-five percent (25%) of the City's total contribution amount in April 2020.

Commencing in the month of July 2020 and thereafter, any employer HSA contribution will be paid in equal installments on a quarterly basis.

Notwithstanding anything in this Agreement to the contrary, the City will not contribute to the HSA of any retiring employee who is eligible to purchase retiree health insurance through the City by virtue of other provisions of this Agreement (Pre-2006 employees only).

- c. Mandatory Mail Order. Effective upon approval of the 2015-2021 Agreement, all bargaining unit members and their dependents shall be required to get maintenance prescriptions as 90-day fills. The first 30-day fill of that maintenance medication may be made at any participating pharmacy. After the first prescription, only two (2) choices will be available:
1. Receive maintenance medication through the City's carrier's mail-order pharmacy, or
  2. Fill the prescription at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).

A list of maintenance medications is posted at [www.osc.ct.gov](http://www.osc.ct.gov).

- d. Healthy Hartford. The City shall implement the Healthy Hartford Program as described in greater detail in Schedule 1 and 2 of Appendix C-1 to assist with early medical detection and provide education about chronic condition care. Bargaining unit members and eligible dependents shall have until June 30, 2019 to become compliant with all age appropriate health and dental assessments and screenings described in Appendix C-1. Effective July 1, 2019, bargaining unit members and their covered dependents will need to be in compliance with the Healthy Hartford Program requirements, and non-compliance by the bargaining unit member or any covered dependent moving forward will result in an additional one hundred dollars (\$100.00) per month supplemental charge to their employee health insurance contributions, which will remain in effect until the month following compliance.

- e. Employee Contributions.

As of the date of approval of the TA, employee contributions shall remain at nineteen percent (19%). Effective July 1, 2019, the employee contributions for health insurance coverage shall be twenty percent (20%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.

#### 4. Run-Out:

Update the vacation payout and pension provisions to reflect the following (Include actual contract language consistent with City Formal Proposals #19, #23 & #24):

Effective upon the approval of the 2015-2021 Agreement, eliminate run-out of vacation leave in its entirety.

#### 5. Pension Benefits:

MLA members' pension contributions shall increase as follows:

- Effective the pay period following approval of the TA – Eight percent (8%) on social security covered portion of earnings and eleven percent (11%) on earnings in excess of social security earnings.
- Effective July 1, 2019 – Nine percent (9%) on social security covered portion of earnings and twelve percent (12%) on earnings in excess of social security earnings.
- Effective July 1, 2020 – Ten percent (10%) on social security covered portion of earnings and thirteen percent (13%) on earnings in excess of social security earnings.

**6. Vacation Leave:**

The seventh paragraph of Article III, Section 3.5, Paragraph 1, Vacation Leave, will be replaced with the language below:

Vacation leave is to be taken in units of not less than four (4) hour increments. Employees must take all vacation leave or one (1) week, whichever is less, during the fiscal year following the July 1st on which it is earned. Additional vacation leave may be carried over from one fiscal year to the next to permit a maximum accumulation of no more than eight (8) weeks. Any extension of over forty (40) days of vacation must be approved by the Corporation Counsel in writing at the time the extension is granted. An additional twenty (20) days of vacation may be carried over from one fiscal year to the next with the approval of the Corporation Counsel, which shall not be unreasonably denied. However, at no time may an employee have more than twelve (12) weeks of vacation leave. In addition, any vacation days in excess of eight (8) weeks that are approved by the Corporation Counsel must be used by December 31 of the calendar year in which the extension was granted.

**7. Sick Leave:**

The third paragraph of Article III, Section 3.5, Paragraph 4, Sick Leave, will be replaced with the language below:

Any unused sick leave shall accumulate from fiscal year to fiscal year to a total of one hundred and twenty (120) days. Thereafter, any unused sick leave shall accumulate from fiscal year to fiscal year at a rate of one (1) day of accumulation for each two (2) days of unused sick leave.

Notwithstanding anything in this Agreement to the contrary, effective upon the approval of the 2015-2021 Agreement, bargaining unit members shall accumulate any unused portion of sick leave, including that accumulated in the prior fiscal years, to a maximum of eighty (80) days. Bargaining unit members who have more than eighty (80) days of accumulated sick leave as of the approval of the 2015-2021 Agreement may keep their current sick leave balance but may not accrue additional leave until or unless their balance decreases below the eighty (80) day maximum and thereafter may not accumulate in excess of the eighty (80) day maximum.

Accumulated sick leave may be used for the purposes specified in this Section if and when needed.

**8. Maternity Leave:**

Article III, Section 3.5, Paragraph 5 will be deleted in its entirety and replaced with the language below:

5. **Pregnancy Leave.** Leave needed for pregnancy, childbirth, childrearing and related medical conditions will be treated in accordance with Paragraph 10 below, entitled “Family and Medical Leave,” as well as the Federal Family and Medical Leave Act (FMLA).

9. **FMLA:**

The Article III, Section 3.5, Paragraph 10, Family and Medical Leave, will be updated to reflect the following:

Effective upon the approval of the 2015-2021 Agreement, family and medical leave will be provided in accordance with federal law only.

10. **Discrimination:**

Article IV, Section 4.1, Discrimination, will be deleted in its entirety and replaced with the language below:

**Section 4.1 DISCRIMINATION**

The City agrees not to discriminate in the application of the terms of this Agreement against any employee on the basis of race, religion, creed, political affiliation, color, national origin, age, sex, sexual orientation, gender identity or expression, disability, marital status, past or present history of mental disorder, learning disability, veteran status, genetic information, or other protected classification under federal, state or local law.

11. **Local and State Legislation:**

The title of Article V, Section 5.1 will be changed to read as follows:

**Section 5.1 LOCAL LEGISLATION**

\*Any proposal(s) by either the City of Hartford or the MLA that are not specifically addressed in this Tentative Agreement are withdrawn. Any Article, Section and/or language of the current collective bargaining agreement not specifically referred to in this document shall remain unchanged and shall be included in the successor collective bargaining agreement unchanged.

Leslie A. (Lee) Williamson, Jr.  
45 Notch Road  
Bolton, CT 06043

Mediation--Fact-Finding--Arbitration  
Conflict Management Training

(860) 649-9129  
[lwilliamson@snet.net](mailto:lwilliamson@snet.net)

February 7, 2019

Craig Stallings, Chair  
c/o Leslie Torres-Rodriguez, Superintendent  
Hartford Board of Education  
960 Main Street  
Hartford, CT 06103

Andrea Johnson, President  
Hartford Federation of Teachers  
85 Buckingham Street  
Hartford, CT 06106

John V. Bazzano  
Town and City Clerk  
Hartford City Hall  
550 Main Street  
Hartford, CT 06103


Dianna Wentzell, Commissioner  
c/o Laura L. Anastasio  
State Department of Education  
450 Columbus Boulevard  
Hartford, CT 06103-1841

Luke Bronin, Mayor  
Office of the Mayor  
Hartford City Hall  
Room 200  
550 Main Street  
Hartford, CT 06103

Dear Mr. Stallings, Ms. Johnson, Mr. Bazzano, Commissioner Wentzell and Mayor Bronin:

Pursuant to the provisions of Section 10-153f of the Connecticut General Statutes, enclosed please find the arbitration award *In the Matter of the Hartford Board of Education-and-Hartford Federation of Teachers*

Sincerely,

  
Leslie A. Williamson, Jr., Esq.  
Arbitrator

cc: Kevin M. Roy, Esq.  
Eric Chester, Esq.  
John M. Romanow, Esq., Arbitrator  
John M. Gesmonde, Esq., Arbitrator



STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION

_____ )	
In the Matter of )	Interest Arbitration Award
)	Under Section 10-153f
Hartford Board of Education )	Connecticut General Statutes
-and- )	
Hartford Federation of Teachers )	February 7, 2019
_____ )	

**ARBITRATION AWARD**

Arbitration Panel:

Leslie A. Williamson, Jr., Esq., Chair  
Representing the Interests of the Public

John M. Romanow, Esq.,  
Representing the Interests of the Hartford Board of Education

John M. Gesmonde, Esq.  
Representing the Interests of the Hartford Federation of Teachers

Appearances:

For: Hartford Board of Education  
Kevin M. Roy, Esq.  
Shipman & Goodwin  
1 Constitution Plaza  
Hartford, CT 06103

For: Hartford Federation of Teachers  
Eric W. Chester, Esq.  
Ferguson, Doyle & Chester, PC  
35 Marshall Road  
Rocky Hill, CT 06067

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- II. Agreed Upon Language
- III. Arbitrators' Signatures and Oaths

## **I. The Proceedings**

The Hartford Board of Education (hereinafter Board) and the Hartford Federation of Teachers (hereinafter Federation) are parties to a Collective Bargaining Agreement. Pursuant to the applicable provisions of Section 10-153a *et seq.* of the Connecticut General Statutes, as amended, the parties commenced negotiations on a successor agreement. Unable to resolve certain disputed issues in either negotiations or mediation, the parties submitted the matter to arbitration.

In accordance with the timelines of the aforementioned statute and pursuant to Notice sent by the Connecticut Department of Education, the Arbitration Panel commenced the arbitration proceeding on January 3, 2019. In accordance with statutory requirements, the initial hearing, which was administrative in nature, was held in the school district; specifically, at the offices of the Hartford Federation of Teachers. A stenographic record of the proceeding was taken but not transcribed.

Subsequent, duly noticed hearings were scheduled for January 23, 2019 and January 24, 2019.

On January 22, 2019, the Board and the Federation notified the Arbitration Panel that they had reached agreement on all outstanding issues. The Board and the Federation subsequently filed their stipulations with the Panel, which were received on January 25, 2019. Upon receipt of the stipulations, the hearing was declared closed.

Section 10-153f(c)(4) of the Connecticut General Statutes states, in pertinent part, "At any time prior to the issuance of a decision by the arbitrators or the single arbitrator, the parties may jointly file with the arbitrators or single arbitrator, any stipulations setting forth contract provisions which both parties agree to accept." Based upon this statutory directive, the Arbitration Panel accepts the parties' jointly filed stipulations and issues this Stipulated Award.

## **II. Agreed Upon Language<sup>1</sup>**

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<sup>1</sup> The Agreed Upon Language is paginated separately from the pagination of the Award. The former commences with a cover page and ends with page 64.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

HARTFORD BOARD OF EDUCATION


AND

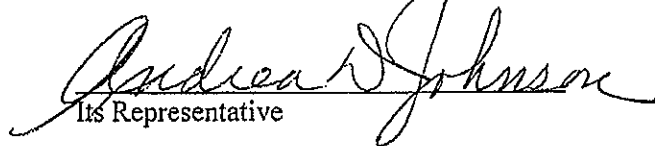
THE HARTFORD FEDERATION OF TEACHERS  
LOCAL NO. 1018, AFT, AFL-CIO

JULY 1, 2019 - JUNE 30, 2022

For the Hartford Board of Education:

For the Hartford Federation of Teachers

  
Its Attorney  
1/22/19

  
Its Representative

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AGREEMENT made and entered into by and between the

HARTFORD BOARD OF EDUCATION  
(hereinafter referred to as the "Board") and the

HARTFORD FEDERATION OF TEACHERS, LOCAL NO. 1018,  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO  
(hereinafter referred to as the "Union").

WHEREAS, Connecticut General Statutes, Sections 10-153a through 10-153j, recognize the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between boards of education and teacher organizations; and

WHEREAS, in a special referendum conducted among the certified personnel of the Hartford Public Schools a majority of those voting selected as their sole representative the Hartford Federation of Teachers, and it thereby became the exclusive collective bargaining representative for all teachers in the unit; and

WHEREAS, the Board and its designated representatives have met with representatives of the Union including meetings appropriately related to the budget-making processes, and fully considered and discussed with them, as representatives of the teachers in the bargaining unit: salary schedules, working conditions, personnel policies and other conditions relative to employment, it is agreed as follows:

#### ARTICLE I - UNION RECOGNITION

- A. The Board recognizes the Hartford Federation of Teachers, Local 1018, AFT-CT, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative of all those employees in the teachers' bargaining unit as defined by Connecticut law for the purpose of collective bargaining.
- B. Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with an immediate supervisor or (2) processing a grievance in his/her own behalf as an individual in accordance with the grievance procedure contained herein.
- C. DSAP Holders

In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this

Agreement, retroactive to the first date of employment by the Board.

2. The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
3. DSAP holders shall have no bumping rights or recall rights under this Agreement. Reduction in force and recall provisions shall not apply to such DSAP holders.
4. A DSAP holder shall have no rights related to assignments, transfers and opportunities. DSAP holders may be assigned as needed in the district in the Board's sole discretion. A DSAP holder shall have no right to file and/or pursue a grievance with respect to such issues.

## ARTICLE II - BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Hartford in all its aspects, including but not limited to the following: to take all actions necessary to implement the provisions of the Strategic Plan and the 48 Recommendations of the Connecticut Commissioner of Education; to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Hartford; to give the children of Hartford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers, to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend money appropriated by the City for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

## ARTICLE III - GRIEVANCE PROCEDURE

### A. Definitions

1. Grievance: A complaint by an employee, a group of employees similarly situated

or affected, or by the Union that there has been a misinterpretation, misapplication or violation of the specific provisions of this Agreement.

2. "Work days," for purposes of this Article, shall mean any day that the district (Central Office) is open.

Grievances filed by the Union shall be brought in the name of the Union signed by the President of the Union (or her/his designee). Such grievances shall be processed at all steps using testimony of affected individual(s) whether or not they are named grievants.

## B. Procedure

Grievances shall be processed in the following manner:

Step 1: A bargaining unit member must submit his/her grievance in writing and such grievance must be received by the immediate supervisor within twenty (20) work days of the date when the events giving rise to the grievance occurred. Such submission shall be made to the immediate supervisor for a satisfactory adjustment. The written grievance must indicate the specific nature of the grievance and the specific contract provision(s) alleged to be violated. Such immediate supervisor may request a meeting with the bargaining unit member prior to making his/her decision, but in any event must render his/her decision within five (5) work days of the submission. The bargaining unit member may be accompanied by a Union representative if he/she so desires at any such meeting.

Nothing in this provision shall prohibit a bargaining unit member from informally discussing his/her problem with the involved supervisor, prior to filing a grievance. However, the time limits for filing the initial grievance may only be waived or extended by written agreement between the Superintendent (or specified designee) and the Union President (or designee).

Step 2: If no satisfactory settlement is reached after presentation of the grievance at Step I, the grievance may be pursued by the bargaining unit member to the Superintendent (or his/her designee) by providing the Superintendent (or his/her designee) with a copy of such grievance and requesting a meeting in writing, within ten (10) work days of the decision of the Supervisor at Step 1. The Superintendent or his/her designee will schedule a meeting with the Grievant to attempt to resolve the issues related to the grievance within twenty (20) work days following the bargaining unit member's filing the grievance with the Superintendent (or his/her designee). The Superintendent (or his/her designee) shall have ten (10) work days after holding the meeting to issue a written decision. A copy of the decision shall be provided to both the Grievant, if a Grievant was present at the meeting, and the Union.

Step 3: In the event that the grievance is not settled at Step 1 or Step 2, then the Union may seek arbitration of the grievance. No bargaining unit member may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder. The Union's request for arbitration shall be in writing and must be

filed with the applicable arbitration agency with a copy to the Superintendent or his/her designee within ten (10) work days after the receipt of the Superintendent's (or his/her designee's) decision at Step 2 or not later than ten (10) work days following the expiration of the time limits for making such a decision, whichever shall occur first. All grievances filed for arbitration shall be submitted to the American Arbitration Association.

In lieu of submitting grievances to the American Arbitration Association for arbitration the parties may by mutual agreement submit grievances to a single arbitrator mutually selected by them.

The decision of the arbitrator shall be final and binding upon both parties, except as otherwise provided by law. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

C. General Provisions:

1. The specific provision(s) of the Agreement which have been alleged to have been violated in the matter must again be identified in the submission.
2. The parties shall share equally in the general cost of the arbitration, including the arbitrator's fee, but shall be responsible for bearing their own respective costs associated with the arbitration process. If a postponement is necessary for one party, that party must pay the postponement fee. If the parties mutually agree to a postponement, they shall share equally the costs of any such fee.
3. Any grievance, as defined above, not presented for disposition through the grievance procedure described under "Procedure" above within twenty (20) work days of the time when either the Grievant knew or reasonably should have known of the conditions giving rise thereto, shall not thereafter be considered a grievance under this Agreement.
4. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered a withdrawal of the grievance. Failure at any step to appeal if no decision was rendered shall also be considered a withdrawal of the grievance. The time limits specified at any step after Step I may be extended in any particular instance by written agreement signed by both the Superintendent or his/her designee and an officer of the Union.
5. Grievances arising from the action of an official other than the immediate supervisor shall be filed with the involved administrator.
6. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Such meetings shall be scheduled to avoid interference with instruction of students. When such meetings are held during school hours, all persons who

participate shall be excused without loss of pay for that purpose. The grievant or grievants shall be excused one (1) hour prior to commencement of the proceeding, and witnesses shall be excused thirty (30) minutes prior to commencement of the hearing. Persons proper to be present for the purposes of this section are defined as an aggrieved teacher or teachers, their appropriate Union representatives, and qualified witnesses.

7. The Union will be notified, in advance, of the time and location of grievance meetings held by the Superintendent or his/her designee.
8. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of any bargaining unit member or group of members at any step of this procedure.
9.
  - a. A Union representative shall be permitted to investigate and process grievances when otherwise free from teaching or duty assignments. In no case shall the Union Representative interfere with normal classroom procedures of others.
  - b. In schools where there is no Union representative, a teacher shall be appointed by the Union as building representative. The President of the Union shall notify the principal and teachers of the building of the name of the appointee.
10.
  - a. The Board shall permit the President of the Union or the President's designated representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to terms and conditions of this Agreement.
  - b. Permission to visit schools shall not be unduly withheld. If conferences with teachers or other bargaining unit members are necessary, they shall be scheduled so as not to interfere with the duties and responsibilities of the teacher.

D. No Work Stoppage

The Union and the Board agree that any difference between the parties on matters relating to the Agreement shall be settled by the means herein provided. The Union in accordance with Connecticut law, will not, during the term of this Agreement, engage in or condone any strike, work stoppage or other concerted refusal to perform any assignment on the part of any employee represented hereunder.

ARTICLE IV - POLICY AND ADMINISTRATIVE MANUAL

The Board shall provide to the Union a copy of its policy manual, regulation handbook for principals and central administrators and all amendments thereto.

## ARTICLE V - SALARIES

- A. Teachers shall be paid in accordance with the salary schedule set forth in Appendix A annexed hereto and made a part hereof.
- B. Teachers shall be paid bi-weekly (every other Friday), in equal installments. Teachers shall be paid on a 26 pay plan. Any teacher paid on the 22 pay plan as of July 1, 2008 shall be permitted to continue on such pay plan. Teachers paid under Appendix D of this Agreement for Summer School, Extra Pay for Extra Duty, will either receive in writing clear notification of hours worked from the Payroll Department for specific duties (e.g. Power Hour, class coverage, loss of preparation time, etc.) or have such notification clearly delineated in their pay stubs.
- C. The salary schedule listed in the Agreement shall be interpreted and applied in accordance with the following:

### Current Salary Schedule

- 1. Bachelors: A Baccalaureate Degree awarded by an accredited college or university.
- 2. Masters: A Masters Degree awarded by an accredited college or university.
- 3. MA + 30/6th Year: A Sixth Year Certificate awarded by an accredited college or university or the equivalent of a Sixth Year Degree in graduate credits.
- 4. MA +60: 60 graduate credits beyond the MA Degree.
- 5. Doctorate: A Ph.D., Ed.D., M.D. J.D. awarded by an accredited college or university.

### Grandfathered Salary Schedule

- 1. MA + 15: 15 graduate credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2011 shall be eligible to be paid on this salary lane.
- 2. MA + 45: 45 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
- 3. MA + 75: 75 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
- 4. MA + 90: The MA + 90 is not applicable to new hires whose teaching duties commence after June 30, 1989. Such new employees shall advance to the Doctorate level only upon earning a Ph.D, Ed.D., M.D. or J.D. degree awarded by an accredited college or university.

### D. Initial Salary Placement

The initial salary of a teacher is the minimum of the salary class for which the teacher is professionally qualified. Higher placement may be approved by the Superintendent or

the Superintendent's designee in his/her discretion. The following is a guideline for the provision of additional credit to teachers new to the district:

1. Public, private, or collegiate full-time successful teaching experience under appointment.
2. Long-term substitute temporary teacher experience in Hartford.
3. Military service (active duty) to a maximum of four years.
4. Peace Corps, Teacher Corps, Americorps and Vista service to a maximum of two years.
5. Up to three years of relevant private sector experience.
6. In an area in which the Superintendent determines there is a shortage of qualified teachers, the Superintendent may grant up to three steps to inexperienced new hire or new hires with less than five years' experience, provided that such new hires shall not be placed above the fifth step upon hiring. Experienced new hires may be granted one additional step beyond normal placement in an area of shortage.

E. Upgrades

All upgrades of teacher salary based upon additional educational attainment as set forth in Article V.C.

Such upgrades shall be effective within 60 calendar days of receipt, by the Executive Director of Human Resources or designee, of all necessary paperwork, including the request for upgrade and the official transcript from an accredited university showing the conferral of the degree for a Masters or a Ph.D. (for a degree lane) or the credit for new graduate credits since the last upgrade (for a non-degree lane). The Parties agree that an Ed.D., M.D., and J.D. shall count as a Ph.D. for upgrading purposes. The Parties agree that previous side letters regarding upgrading shall continue to apply to the extent relevant.

F. Workers' Compensation

Workers' compensation benefits shall be paid in accordance with the law. Any teacher on workers' compensation leave on July 1, 2005 shall continue for the duration of that leave in whatever pay status he or she is in on that date. In no case shall the no statutory pay status last for more than one year.

ARTICLE VI - FRINGE BENEFITS

A. Health Insurance

The following health insurance coverage shall be offered during the life of this Agreement, subject to the procedures in Article VI(G).



1. High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”)

In-Network visits shall be subject to a \$2,000 deductible for an individual plan.  
In-Network visits shall be subject to a \$4,000 deductible for a family plan.

Out-of-Network visits shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000. Out-of-Network visits shall be subject to a 20% coinsurance for a family plan up to a yearly maximum of \$4,000.

Upon reaching the deductibles, there shall be an Rx co-payment applied as follows:

Generic:	\$5
Brand (formulary):	\$15
Brand (non-formulary):	\$30

The Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. Effective July 1, 2019, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, as soon as practicable after July 1 and as soon as practicable after September 1. Effective July 1, 2020, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, as soon as practicable after July 1 and as soon as practicable after January 1.

Teachers shall contribute the following percentages toward the annual premium or Fully Insured Equivalent (“FIE”) premium cost identified in the renewal package for the year in question for individual or family coverage on the HDHP/HSA plan:

2019–2020:	17%
2020–2021:	18%
2021–2022:	19%

Employee payroll deductions shall be made in accordance with the Board’s Section 125 Premium Conversion Plan.

2. Employees enrolled in the Board’s health insurance plans shall receive the Full-Service Dental Plan with over 19 dependent rider and riders A, B, C and D, subject to the employee premium cost share.
3. Retired members and their survivors, who retired before July 1, 1999 and were in the health insurance plan before July 1, 1999, shall have access to group rates for all established benefits.

Members who retired after June 30, 1999 and before July 1, 2002, who were in the health insurance plan before July 1, 2002, and who received retirement benefits or a disability allowance through the State of Connecticut Teacher’s

Retirement Board after June 30, 1999 and before July 1, 2002, as well as the members' spouses and survivors, shall have access to the health benefit plan or plans offered to active members at established group rates for such plans if the member, spouse or survivor is not qualified to participate in Medicare Part A hospital insurance.

In addition, members who perform twenty years or more of service to Hartford Public Schools, and take retirement or disability benefits pursuant to Connecticut General Statutes Section 10-183f (a) from Hartford Public Schools after June 30, 2002, as well as the member's spouse, shall have access to the health benefit plan or plans offered to active members at established group rates for such plans if the spouse or survivor is not qualified to participate in Medicare Part A hospital insurance.

HFT agrees that any portion of the health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board.

B. Alternative Health Insurance Plans

The Board reserves the right to study alternative health insurance plans with different administrators. The Board reserves the right to change health insurance provided the following steps occur:

1. The plan suggested as an alternate must contain substantially equal coverage, benefits, portability and administration as the present plan(s) at no additional cost to the employee.
2. The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
3. If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.
4. The Board may propose an alternate health insurance plan only one (1) time during the life of the contract.
5. The Union agrees that the Board may procure pharmaceutical coverage through the State of Connecticut, should such program become available.

C. Life Insurance

The Board further agrees to extend without cost life insurance (the amount thereof to be

one and one-half times the individual's annual salary) to include unit members who are assigned on or before December 1 in any year for a teaching position. After retirement, the amount of said life insurance coverage may be converted at a level not less than 50% of its face value at the time of retirement, at the retiree's own expense.

The City will make available to unit members a Supplemental Universal Life Insurance Program. Such program will be voluntary, provide discounted rates, and will be paid by each unit member through payroll deductions. The program will offer portability and guaranteed rates at the time of separation from the Board of Education.

D. Sick Leave

The regular yearly sick leave allotment shall be twenty (20) days (not including personal days); the accumulative unused sick leave days shall not exceed 175.

Deductions from sick leave for teachers who have accumulated the maximum allotment of 175 shall be first from the annual allotment of twenty (20) days, and from the accumulated days only after the twenty (20) days have been exhausted.

A teacher who leaves school due to illness before completing one half of the workday shall be docked one-half sick day.

A medical certificate is required of a bargaining unit member who is absent for more than five consecutive days, A medical certificate may be required of a bargaining unit member whose attendance record exhibits excessive use or a pattern of abuse (e.g. extending a holiday, a weekend, and/or vacation; missing the first/last day of school; etc.). An administrator may require a medical certificate for future absences once excessive use or a pattern of abuse has been noted. The provisions of this paragraph shall not be subject to arbitration.

Teachers shall not utilize sick leave time for wellness appointments and/or routine preventative appointments.

E. Sick Leave Bank

1. All members of the bargaining unit shall become participants in the sick leave bank by contributing three (3) days from his/her accumulated sick leave. If at any time the total number of days in the bank drops below three thousand (3,000), the employees will again deposit into the bank three (3) days by each teacher.
2. Upon exhaustion of accumulated sick leave any teacher covered by this Agreement may apply to the Sick Leave Bank Committee, as hereinafter provided, for a withdrawal of days. Application should be made as soon as the teacher suspects that time will be requested. Sick Bank time is not awarded retroactively after the teacher has returned to work.
3. A Sick Leave Bank Committee consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Union will

be established. The Sick Leave Bank Committee will review all applicants desiring to withdraw days from the bank. The decision of the committee shall be final.

4. Applications to the Committee shall be made by letter and accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Applications shall be transmitted, with supporting documents, to the Co-Chairpersons of the Committee. It is the applicant's responsibility to provide, with the letter of application, the following information to both Co-Chairpersons:
  - a. A description of the condition requiring additional sick leave days.
  - b. A complete history of the use of accumulated sick leave time. Include dates absent and the reasons where possible. Date of expiration of full days or accumulated sick time is also required.
  - c. A statement of the history of the condition and other relevant conditions.
  - d. A statement from the attending physician or medical professional offering a diagnosis and a prognosis and, where possible, an estimated date when the applicant may return to work.
  - e. A request for a specific number of days from the Sick Leave Bank.
  - f. Incomplete applications will not be acted upon by the Sick Leave Bank Committee.
5. An employee who exhausts all full pay accumulated sick leave may be granted up to thirty (30) school days by the committee in response to the written application. Payment for such days shall begin only after all full pay accumulation has been used. Additional sick time will not be granted to persons who have abused existing sick days. The Teachers' Sick Bank is a valuable benefit for all teachers. It is an insurance policy against catastrophic illness or disability which assures that teachers' salaries are continued during times of stress and sickness.
6. If, after the original withdrawal authorized by the committee, the employee is unable to return to duty, he/she may submit to the committee an application for an additional withdrawal of up to twenty (20) school days. The second withdrawal will begin following expiration of the first withdrawal.
7. The first and second application must be accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Thereafter, any part-pay accumulation as described above to which the employee is entitled shall be implemented. The Sick Leave Bank Committee shall have the authority to require a second opinion by a physician designated by the committee, the cost of such opinion to be borne by the employee.
8. The Sick Leave Bank Committee shall have the discretion, but be under no

obligation, to authorize additional days from the bank to employees in cases of extended disability. The Committee's decisions shall not be subject to the grievance process.

F. Part-time Teachers' Benefits

1. Insurance.

Part-time teachers under regular contract shall be entitled to share in all insurance programs, excepting life insurance, on a prorated basis dependent on the portion of the school week that they are employed. The individual teacher will be required to pay the portion of the cost not covered by the Board.

2. Course Payments.

Part-time teachers who are employed under regular contract for a minimum of one-half of the school week, shall be allowed to take one 3-credit course compensated by the Board, under the provisions of Article XII, Section H provided that the course:

- a. Leads to certification, if the teacher is not fully certified.
- b. Leads to increased proficiency in the subject matter area in which he/she is teaching.
- c. That the course is approved in advance by the administration.

G. Insurance Coverage While On Leave

Any employee on an authorized leave of absence without pay, shall be entitled to continue as an enrolled member of any insurance policy where authorized by the insurance contract set forth in this Article, provided such teacher has made arrangements satisfactory to the Superintendent for payment in full of the cost of such insurance program during his/her absence. If the insurance carrier allows payments to be made on a basis other than noted above, this will be approved by the Superintendent.

ARTICLE VII - FAIR PRACTICES

- A. The Board and the Union agree not to unlawfully discriminate in the application of the terms or this contract against any teacher protected under state or federal discrimination laws, as may be amended from time-to-time.
- B. The Board and the Union agree that they shall not discriminate, engage in reprisals or punitive action against any grievant or member of the bargaining unit for his/her participation in or nonparticipation in any protected activity as set forth in Connecticut General Statutes, Sections 10-153a through 10-153r.
- C. The provisions of paragraphs A and B above reflect the parties' understanding of their

legal obligations. Any alleged violation of this paragraph shall be subject to resolution procedures established by law and shall not be subject to the grievance procedure.

D. Discipline

1. No member shall receive a written reprimand copied to the personnel file, or be suspended without pay except for just cause. Any verbal warning or counseling letters shall not constitute discipline subject to the grievance process. Any discipline above a verbal warning or counseling letter shall be for just cause, subject to the grievance process and copied to the teacher's personnel file.
2. All suspensions must be in writing to the employee with the reason for the disciplinary action stated. Notification shall be given to the Union.
3. The remedies set forth in Conn. Gen. Stat. Sec. 10-151 shall be the exclusive remedy for the termination or non-renewal of the contract of any teacher. Any request for a hearing concerning non-renewal or termination of contract must be requested within twenty days of receipt of notification, or otherwise as set forth in any amendment of Connecticut General Statutes Section 10-151.

ARTICLE VIII - OPPORTUNITIES AND ASSIGNMENTS

A. Definitions

1. An "assignment" is the placement of a member of the bargaining unit within the same school or, for teachers whose assignment is program based, within the same program.
2. A "transfer" is a change in school building placement or, for teachers whose assignment is program based, in a program on either a voluntary or involuntary basis.

B. Assignment

1. The assignment of a bargaining unit member is the responsibility of the Superintendent or his/her designee, e.g. school or program administrator.
2.
  - a. Teachers shall be given an opportunity to fill out preference sheets indicating three preferences in order of priority grade level on or about February 1, with the understanding that such preference requests shall be taken into consideration in making assignments for the ensuing year.
  - b. All teachers will be given their teaching assignments, but not necessarily the actual period-by-period breakdown, no later than June 15 except, however, that such assignments may be changed hereafter because of conditions or contingencies beyond the control of the Board.
3. A copy of teaching schedules, including non-teaching assignments, shall be

available at each school. All non-teaching duties and emergency assignments within a school are to be shared among the bargaining unit members on an equitable basis, subject to the requirements of the situation.

4. Positions filled by assignment of an individual from the same school/program shall not be subject to the posting requirement. The position within the building/program ultimately left vacant will be subject to the normal posting procedure.

C. Transfers, Voluntary

1. All known or anticipated vacancies for the subsequent school year shall be posted on or about March 15 of each year. Tenured bargaining unit members shall complete an application for transfer to any posted position or to a particular school whether or not a specific opening exists at that school at the time of the posting before the posting closes.
2. The application for transfer shall include up to two openings or desired locations for which the bargaining unit member wishes to be considered. If one of the two positions is closed due to budget constraints, the bargaining unit member may be allowed to add another position to their application for transfer.
3. Positions filled on or before the first day of the student school year shall not be subject to annual posting procedures. That is, such positions need not be posted if the vacancy becomes known to the Board and is filled after the Annual Posting is finalized and on or before the first day of the student school year. Further, the Parties agree that there is no requirement to post any position that becomes vacant as a result of a bargaining unit member being selected for a position as a result of an application made through the annual posting process to a generalized position or a school location. Additionally, a position, which becomes vacant because a member was selected for a position as a result of the Annual Posting, may be filled directly with an outside applicant without regard to any applicants for generalized positions or school locations from the Annual Posting (e.g. if teacher x, a third grade teacher, applies for "any second grade position" as part of the Annual Posting and a second grade position becomes available during the summer and is selected, the third grade position which becomes vacant during the summer will not be posted and may be filled directly by an outside candidate.).
4. If a tenured teacher applies to a school even without a specific vacancy listed or applies to a desired location/generalized position (e.g. "any elementary position" or "any social studies position"), the Principal is not obligated to conduct an interview but may do so, at his/her sole discretion.
5. If the bargaining unit member applies to a desired location/generalized position, for example, "all second grade positions," this "location" would not include any specific openings listed on the Annual Posting. If for example, a Dwight second grade opening is listed, the member must specifically apply for such position;

stating “all second grade positions” would not be considered as an application for the specific opening listed, e.g. the Dwight position.

6. If the applicant, who applied to a school location without vacancies identified or to a generalized position (e.g. “all social studies positions”), decides to withdraw, he/she must inform the Human Resources Department in writing prior to 4:00 p.m. on June 30<sup>th</sup> of each year. If an applicant fails to withdraw before the time specified above, and is selected, he/she must report to the new assignment at the beginning of the school year.
7. A teacher, who previously applied for a desired location/generalized position, must provide to the Executive Director of Human Resources, in writing, his/her contact information for the summer, including telephone number and email address before the last day of school. Failure to provide such documentation shall mean the member has waived his/her rights to be considered for any positions.
8. A teacher who has applied for a category of positions (generalized position) or to a school location shall be considered for positions if such vacancy occurs over the summer. If he/she is not available to interview when emailed, he/she shall waive his/her rights to all positions. Prior to August 1, a failure to respond to a telephone call or email within 5 calendar days shall be viewed as a waiver of all rights to all positions. On or after August 1, a failure to respond within two business days shall be deemed a waiver of all rights to all positions. If a member refuses an interview or fails to appear for an interview, he/she shall waive his/her rights to all positions for which he/she applied.
9. Where a position is filled by a bargaining unit member after the close of the standard Annual Posting Process as a result of a member applying for a generalized position or applying to a school location, the Union agrees that it will not file any grievances related to the selection of one bargaining unit member over another bargaining unit member.
10. In filling vacancies, the administrator shall select the most qualified applicant. In determining qualifications, the Superintendent or his/her designee, shall consider the following:
  - a. Certification required for the position.
  - b. Experience: Demonstrated experience in relevant elementary positions or subject area experience for secondary positions.
  - c. Educational Background: Graduate courses and advanced degrees in the grade level or subject area directly related to the posted position.
  - d. Specialized training relevant to the position.

Upon the request of the Union, decisions as to qualifications for a position shall be subject to review by the Superintendent or his/her designee, which decision



shall not be arbitrary or capricious.

11. Appointments shall be effective at the beginning of the subsequent school year, unless otherwise determined by the Superintendent.
12. Bargaining unit members may request information as to the reason they were not selected for a posted position. Such information shall provide substantive reasons for the denial of the transfer.
13. If the employee's transfer request is granted, the employee may be denied a subsequent transfer for a period of two years, on that basis alone.

D. Transfers, Involuntary

1. Before an involuntary transfer is made from a school because of a loss of position at the school, consideration shall be given to following:
  - a. Volunteers who may wish to transfer to another school or work site;
  - b. The least senior employee in the affected certification areas (elementary) or department (secondary).

The Superintendent or his or her designee may deviate from seniority for reasonable cause.

Employees transferred involuntarily because of a loss of position at the school, shall have the right to return to the same school or department in the reverse order in which they were transferred (unless there is reasonable cause not to make the transfer), if a vacancy for which the teacher is certified occurs within two years of the involuntary transfer. The teacher shall complete a form provided by the Human Resources Department within one month of the transfer to exercise this option.

2. A teacher may be involuntarily transferred from a school because of performance concerns if the teacher has received a rating of needs improvement, unsatisfactory, or is on intervention during a particular school year. In such cases, teachers may be granted, at the Superintendent's discretion, an administrative transfer to another location. Employees transferred involuntarily because of performance concerns shall have the right to apply for vacancies that may arise in the school from which they were transferred under the provisions of Article VIII C above, provided that the employee is tenured. The decisions of the Superintendent under this section shall be final and not subject to the grievance procedure.
3. Involuntary transfers shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified of the reasons for the transfer. To the extent possible, teachers shall receive written notice of transfers to be effective at the

beginning of the next school year prior to June 15. During the summer, teachers shall be notified in writing by regular and certified mail at the address on file with the Board of any involuntary transfers and the reasons therefor. The teacher may request consultation with the decision maker within two (2) days of receipt of the notice and the reasons for the transfer.

4. Notwithstanding the foregoing, the transfer of teachers to and from a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall be determined by the Superintendent or his or her designee, and shall not be subject to the grievance procedure. Involuntary transfers into or out of a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified that the involuntary transfer is being implemented in connection with an applicable state or federal law.
  - a. The Superintendent shall select teachers to be transferred out of a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution). The sole criterion shall be whether the transfer is in the best interest of the Hartford Public Schools.
  - b. Prior to involuntarily transferring any teacher into a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), the Superintendent may choose either of the following options:
    - i) Select one or more of the fifty (50) Master Teachers within the bargaining unit that were previously designated by the Board. Bargaining unit members and new hires who apply and are accepted for these Master Teacher positions will have no specific assignment at any school site and will accept temporary assignments throughout the district at the direction of the superintendent or his or her designee. Postings for these positions shall clearly state their itinerant nature, that those selected shall act as troubleshooters for the system, that they will likely be asked to work in priority schools and other challenging and critical situations, that the elite nature of these positions requires proven success as an educator and finally that those selected for these positions will be making a three year commitment during which they are waiving their rights under the voluntary transfer provisions of this agreement. The Board and the Union recognize that the skills, flexibility and expertise demanded of these positions

may require additional compensation. The Board, at its discretion, may choose either the leadership stipend, the extended day stipend, the extended year stipend, or the signing bonus for need or any combination thereof depending on the Board's need to attract applicants to these positions.

OR

- ii) Seek volunteers from across the school district, and interview qualified volunteers.

The final decision regarding which of the above options to use and/or which teachers shall be involuntarily transferred into a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall rest with the Superintendent or his or her designee.

E. Layoff and Recall

1. In the event of a reduction in force necessitating the elimination of bargaining unit positions, teachers will be laid off in the reverse order of their seniority in the system within certification area(s). No permanent teacher shall be laid off as long as there are non-tenured teachers holding positions for which the permanent teacher is qualified.
2. Any employee who is laid off shall have recall rights as follows:
  - a. Teachers who have been laid off shall have their names placed on a preferential hiring list.
  - b. Seniority shall be the determining factor in recall provided that the teacher is certified and qualified for the position.
  - c.
    - i. A teacher's name shall remain on the list for a period of thirty (30) months from the date of layoff or until the teacher refuses a position for which the teacher is qualified.
    - ii. A teacher who formerly worked 40% or more shall remain on the recall list unless the teacher refuses a position which is 40% or more of a full-time position.
  - d. No new employee shall be hired to fill a position for which there remains a certified and qualified laid off teacher.
  - e. Teachers on the recall list shall be notified of openings by regular and certified mail sent to their last known address and must respond to the Administrator for the Department of Human Resources within ten (10) days of the delivery date of the notification of the opening. To insure coverage under this subsection, teachers must keep the Board informed of all address changes.

F. Board-Created Opportunities

1. It is recognized that during the course of a year there are many opportunities for teachers which arise in the system. Board-Created Opportunities shall be defined as programs which extend beyond the normal workday or work year that do not require a teacher to leave a current teaching position, for example: Summer School, Adult School, Curriculum Teams (when posted). Such opportunities shall be posted internally at the school level, setting forth the requirements, schedules and rates of pay and the procedure for application. Members of the bargaining unit shall have preference for all such opportunities provided the member is qualified. If the position is not filled by a bargaining unit member, the Board may then offer such position to a non-unit member. Nothing herein prevents the Board from posting a generalized summer position at the district-level.
2. All postings for such positions will be made as soon as they are known. Teachers will have ten days to apply for openings except where it may be necessary to post for less than this period of time. The Union will be notified in writing within ten days of the names of the teachers chosen for the respective positions. The time for filing a grievance will be within ten calendar days from the time the notification is sent to the Union.

#### ARTICLE IX - NOTICES AND ANNOUNCEMENTS

##### A. Circulars

All official circulars from the Superintendent's office and from the Board which are intended for the information of the employees shall be posted on school bulletin boards so as to be available to them as soon as possible upon receipt in the schools. Copies of these circulars, after a reasonable posting time, shall be filed in each school so that they continue to be available to the employees as needed for their effective period.

##### B. Notices to Union

A copy shall be sent to the Union office of any notice, directive or bulletin relating to teachers generally or to any substantial group of teachers.

#### ARTICLE X - CLASS SIZE LIMITATIONS

The Board agrees to maintain the class size limitations listed below.

1. a. No regular academic elementary class in grades pre-kindergarten through 2 shall exceed 23 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
- b. No regular academic class in grades 3 through 6 shall exceed 27 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
- c. No regular academic class in grades 7 through 12 shall exceed 28 students, excepting experimental teaching situations or classes specifically

established for larger group instruction.

- d. When a Unified Arts (Physical Education, Art, Music, ELL, Media, or other area of special instruction) class size exceeds the class size limits established in sections a–c by five (5) or more students, the teacher can complete a class size claim and submit to the Executive Director of Human Resources or his/her designee for consultation and review. Such consultation and review shall not be subject to the grievance process.
  - e. Recognizing the value to special education students, it will be expected that special education classes will not normally be doubled up in art, music, physical education or other areas of special instruction.
  - f. The class size limitations listed above shall be increased by 5 students for regular academic classes that are co-taught. Co-taught shall be defined for the purposes of this Article as a class comprised of both special education and regular education students and taught by both a special education teacher and a regular education teacher.
  - g. Any Montessori based class shall be considered a class established for larger group instruction. The applicable class size shall be 28 students.
2. Class sizes and excesses shall be determined on the basis of class roster(s), except in cases where it is reasonable to adjust the number of students on the roster downward. Examples of appropriate reasons to adjust the number of students on the roster downward include, but are not limited to, the following: a student who is rostered in more than one classroom or school; a student who is known to have moved from the school; a student who is on a long-term absence due to illness, incarceration, or for any other reason; or a student who has been removed from the class and is awaiting placement elsewhere.
3. On or before October 10<sup>th</sup>, but no earlier than September 16<sup>th</sup>, each teacher who believes his or her class(es) are in excess of the limitations set forth above, or as contained in the Special Education Class Size Guidelines contained in Appendix C, must initiate the formal process and submit his or her claim of an excess in writing to the Executive Director for Human Resources or his/her designee. Such written claim must include the following information: (1) the name of the teacher; (2) the name of the school; (3) the grade level or classes (including whether or not the class is co-taught); (4) the number of students enrolled in the affected class; (5) the date that number was enrolled; and, (6) a copy of the attendance sheet for that date. The Director must receive all written claims of excesses by October 10<sup>th</sup>. Any claim of an excess arising prior October 10<sup>th</sup> and not submitted in writing to the Executive Director for Human Resources or his/her designee by October 10<sup>th</sup> shall be deemed waived by the teacher and shall not be subject to the grievance procedure. Nothing in this paragraph shall prohibit a teacher from communicating with his/her principal regarding class size issues prior to September 16<sup>th</sup>.

If a teacher believes his or her class(es) are in excess of the limitations set forth above, or as contained in the Special Education Class Size Guidelines contained in Appendix C, for the first time after October 10<sup>th</sup> in any school year, he or she must submit his or her claim of an excess in writing as described above to the Executive Director for Human Resources or his/her designee within fifteen (15) days of the first day of the excess. Any claim of an excess arising for the first time after October 10<sup>th</sup> and not submitted in writing to the Executive Director for Human Resources or his/her designee within fifteen (15) days of the first day of the excess shall be deemed waived and shall not be subject to the grievance procedure.

4. The determination of appropriate class size shall be on or before October 17<sup>th</sup>, at all school levels. The parties shall also continue ongoing review of class size issues throughout the school year.
5. On or before October 11<sup>th</sup>, in each school year, the Board shall present a proposal to resolve all claimed class size issues to the Union. Such recommendations shall be consistent with the following:
  - a. The Board agrees that the special education class size guidelines in effect as of the effective date of this Agreement, shall be not increased during the life of this Agreement without prior negotiations with the Union and are subject to the grievance procedures of this Agreement up to the Superintendent or his/her designee.
  - b. The parties agree that these guidelines are intended to insure an orderly procedure for a return to compliance from temporary excesses in class size limitations.
6. If the Board does not provide any support by October 18<sup>th</sup>, in the case of an excess claim filed in writing to the Executive Director of Human Resources or his/her designee on or before October 10<sup>th</sup>, or within twenty school days of the filing of written notice with the Executive Director for Human Resources or his/her designee, in the case of an excess claim filed after October 10<sup>th</sup>, the Board shall provide the affected teacher the following remedy:

In instances where class size exceeds the limitations outlined above, where feasible, the Board shall open an additional classroom. If not feasible, the Board shall hire a full-time teacher to co-teach (two (2) teachers of appropriate certification, which may include two (2) regular education teachers). If these remedies are not implemented, the Board shall pay the teacher on an excess per child per full day basis based on the following formula:

The teacher's base salary divided by the number of standard work days shall equal the per diem amount.

The per diem amount divided by the total class size limitation (23, 27, or 28) shall equal the cost per excess child per day.

The cost per excess child per day times the number of children over the class size limitation (23, 27, or 28) times the number of days over the class size limitation shall equal the total excess class size compensation.

Note: for Middle School or High School, the per diem cost per excess child per day shall be divided by the total number of instructional classes per day or A/B schedule, etc...

Such written claim must be received by the Superintendent or his/her designee within five school days of October 18<sup>th</sup> or within five days of the Board's deadline to respond, if such claim is made for the first time after October 10<sup>th</sup>. Thereafter, the contractual grievance procedure shall apply.

7. "Days," for purposes of this Article, shall mean any day that the district (Central Office) is open.

#### ARTICLE XI - EXTRACURRICULAR ACTIVITIES

- A. Assignments to paid extracurricular activities shall be voluntary. In the event that no volunteers are forthcoming for a given extracurricular activity for which there is a provision for payment in Appendix B annexed to this Agreement, a teacher may be appointed by his/her immediate supervisor, provided that no teacher may be required to accept such appointment in two (2) successive years.
- B. Vacancies in such assignments for which compensation is provided shall be posted for a period of ten days as they become available. The posting shall include the qualifications required and the qualifications preferred for the position; the assignment shall be for a period of one year/season and the position shall be reposted annually. Selection shall be based on the best qualified candidate. Where the posted extracurricular activity is limited to one school, then the activity may be posted with preference to unit members within the school. Members of the bargaining unit, who are qualified, shall be afforded a preference for such positions.
- C. Any teacher involved in athletic coaching shall not be scheduled for detention time which will conflict with that activity. However, excused time for this activity will be made up after the activity is completed.
- D. It is understood that if an employee is expected to conduct activities within the school building after the normal school hours, a custodian shall be required to be in the building until the activity is concluded and such employee has left the premises.

#### ARTICLE XII - MISCELLANEOUS

- A. Representation
  1. Any employee who is summoned to the Board of Education building by an administrator shall be informed of the matter in regard to which his/her presence is required. If the employee reasonably believes that the meeting will result in

disciplinary action he/she may be accompanied by a representative of the Union if he/she desires.

2. If a school administrator summons a teacher to the school office, the teacher shall be informed of the matter in regard to which his/her presence is required. If the employee reasonably believes that the meeting will result in disciplinary action he/she may be accompanied by a representative of the Union if he/she desires.

B. Substitutes

1. Whenever a teacher, K-8, who is otherwise free from teaching or duty assignment is required to cover more than one-half of a class period for another teacher, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period. A regular K-8 teacher shall be considered free from a teaching assignment or duty assignment whenever a special, art, music or physical education teacher is instructing the class and an agreement has been reached with the special teacher or with the principal that does not require the presence of the regular teacher.

Whenever a shortage of qualified substitutes occurs and the Board is unable to hire a substitute for an absent teacher according to its normal procedure and coverage is required, then coverage will be provided as follows:

A period by period roster listing the names of all teachers in alphabetical order who are available (that is, have a scheduled preparation period) each period will be available at the desk of the principal's secretary and teachers will be used on a rotating basis.

- a. At no time will head teachers or media coordinators be used for coverage except for emergency or short-term assignments as for a homeroom period.
  - b. Counselors and other special service personnel (social workers, psychological examiners, special education resource teachers, TESOL teachers, librarians) may also be used in emergency situations for class coverage.
  - c. The exempt teachers noted above shall be used only after each staff member in a particular period has gone through four rotations and no volunteers are available. The exempt teachers, if utilized, shall be utilized on an equitable basis.
2. Whenever a high school class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at anytime. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her



preparation period more than once in any semester, he/she shall receive the emergency coverage compensation rate listed in Appendix D of this Agreement for each such class period covered commencing with the second such period in a given semester:

3. A per diem substitute is one who is employed on a day-to-day basis because there is no regularly appointed teacher for such duties, and as such is not a member of the bargaining unit. A per diem substitute shall become a temporary teacher subject to the applicable provisions of this Agreement when such person works in the same position for forty (40) consecutive school days.
4. Temporary Teacher
  - a. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is replacing a teacher for more than forty (40) consecutive school days on an approved or authorized leave of absence.
  - b. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is filling a position for more than forty (40) consecutive school days for which a permanent teacher has not been appointed.
  - c. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is filling a position for more than forty (40) consecutive school days due to the resignation, retirement or termination of a regularly appointed teacher prior to the end of the academic year to which he/she was appointed.

All temporary teachers shall be placed on the BA Step 1 of the salary schedule or on a higher placement as determined by the Superintendent and receive all the benefits granted to regularly appointed teachers. Such salary placement shall be made after the temporary teacher has worked in the same position for forty (40) consecutive school days or at such earlier time as determined by the Department of Human Resources.

All other teachers shall be regularly appointed teachers.

Teachers on the layoff list or teachers who have received notice of layoff shall have preference by seniority for temporary teacher positions for which they are qualified. They shall be placed on the appropriate step of the salary schedule and retain all their rights and privileges.

Notwithstanding any of the above, a regularly appointed teacher who, prior to layoff or prior to receipt of notice of layoff, transfers into a temporary teacher opening shall retain his/her regular status.

A teacher who is on layoff who is recalled to a temporary teacher opening shall be considered regularly appointed and shall retain whatever rights to

be placed in a permanent full-time position as he/she had while on layoff and shall attain no greater rights as to recall because of appointment to the temporary position.

C. Preparation Periods for Teachers

1. Preparation time/periods shall be time used for educational purposes.
2. While the student schedule in effect at the high schools for the 2001-02 school year remains in effect, all high school teachers will normally teach five class periods per day and be scheduled for two periods per day for educational purposes; one which shall be for assigned duties, and one of which shall be for preparation. Whenever a class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at any time. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period more than once in a semester, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period after the first such occurrence in each semester. If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.
3. While the student schedule in effect at the middle schools for the 2001-02 school year remains in effect, teachers at the Middle School level and seventh and eighth grade teachers in K-8 schools shall teach five periods and shall have a minimum of one preparation period per day, and where additional special subject areas are offered, one duty period per day. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period, If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.
4. Volunteers from the bargaining unit shall be sought to perform detention duty. If there are no volunteers, teachers may be assigned this duty by the principal on a rotating basis, provided that no teacher will be assigned such duty more than five (5) days per year, and provided further that at least two weeks' advance notice of the assignment will be given. Any teacher sought by the Administration to perform detention duty beyond the scheduled workday (including any additional required work time), as discussed above, shall be paid at the Extra Pay for Extra Duty rate.

5. All teachers teaching at pre-k through sixth, shall have a minimum of 225 minutes per full week for preparation time on a monthly average. If classes do not meet for a full five day week, the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day. The school principal may, in his/her sole discretion, direct the teacher's activities for non-instructional time in excess of the minimum set forth above. Further, up to 45 minutes of the 225 each week on a monthly average may be Administration directed preparation time at the discretion of the Administration.
6. Seventh and eighth grade teachers shall follow the preparation and meeting schedule of the school in which they are located. For example, in a 6-12 school, they would follow the 9-12 language and in a K-8 school, they would follow the Pre-k -6 language.
7. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle school or the high schools, all teachers at those locations shall have a minimum of 225 minutes per full week for preparation time on a monthly average. If classes do not meet for a full five day week, the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day. The school principal may, in his/her sole discretion, direct the teacher's activities for non-instructional time in excess of the minimum set forth above. For example, non-traditional duties include but are not limited to student advising, enrichment periods, common planning time, etc. Additionally, such teachers shall not be required to perform more than 225 minutes per full week on a monthly average of traditional duties, specifically study hall, cafeteria, late student arrival, and/or hall.

Further, without waiving its unilateral right to create the schedule in its sole discretion, the Administration acknowledges the value in spreading out preparation time.

D. Leadership Positions

The School Administrator shall determine leadership positions for each school in its sole discretion at the annual rates of \$1,000, \$1,500, or \$2,500. In the event that the School Administrator determines that a leadership position is required, notice of such opportunity' and the applicable stipend amount shall be provided at the applicable school location. The School Administrator shall select the successful candidate from among those teachers expressing interest.

E. Duty Free Lunch

All teachers shall have a minimum of a thirty (30) minute duty-free lunch.

F. Reimbursement for Losses

The Board will allocate \$5,000 for the purpose of reimbursing teachers for loss, excluding cash, or damage to personal property (other than cars) incurred while in the performance of duty. Such payments shall not duplicate those covered by the teacher's insurance. The Board will also allocate \$10,000 for the purpose of reimbursing teachers for damage to their cars while on school duty, whether or not the car is covered by insurance. All reimbursements for the foregoing will be held until the end of the fiscal year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose. Otherwise, prorated reimbursement will be made according to the demands made on the respective funds.

G. Parking Facilities

The Board and the Union will work in cooperation with the Police Department to establish parking facilities for teachers wherever necessary and possible.

H. Professional Improvement/Tuition Reimbursement

The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. Teachers who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to \$300 per credit, up to a maximum of six (6) credits per year. Additionally, upon written request by the teacher, the Executive Director of Human Resources or his/her designee may reimburse for a course or course of study in an area of shortage or need of qualified teachers up to the full amount of tuition if the teacher agrees, by way of written agreement, to maintain employment in the District for up to three (3) years after completion of the coursework or to repay the tuition reimbursement received should the teacher not maintain said duration of employment. The Executive Director of Human Resource's or his/her designee's decision shall not be subject to the grievance and arbitration provision of the Agreement. Courses shall be eligible for reimbursement only during the school year in which the teacher took the course(s). Teachers must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this article, successful completion means, at a minimum, receipt of a B or a Pass for the completed course work.

I. Familiarizing Teachers Concerning, Pupils with Special Problems

Teachers shall have called to their attention promptly any unusual problems of any pupil assigned to them of which the administration is aware in order that they may more fully familiarize themselves with such pupil's record.

J. Collections from Students

The only programs for which teachers will be required to collect monies are those sponsored or approved by the Board. Such collections shall not exceed three per school year and shall continue for no longer than one week per collection.

K. Professional Study Days

The Board shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who attend workshops, seminars, conferences, conventions or other professional improvement sessions (such as visiting days) at the request and/or with the advance approval of the principal or coordinator and Assistant Superintendent of Schools and/or his/her designee for particular purposes of special benefit to the school system.

Advance notice of at least 10 school days must be provided by any teacher requesting a professional study day, except in cases of a teacher substituting for another in connection with a previously approved request. Approval of teacher requests is at the discretion of the Superintendent and is not subject to the grievance process beyond the Superintendent level. A written report may be required of any teacher attending such sessions.

L. Student Teachers

Any teacher requested to accept a trainee will have one week's advance notice.

Teachers shall have the right to accept or reject a student teacher.

No student teacher shall be assigned to a teacher who does not have three years of teaching experience, one year of which shall be in the Hartford Public Schools.

M. Teachers' Lounge

Every school shall have at least one teachers' lounge which is kept clean and provided with suitable furniture.

N. Buildings with No Cafeteria

Every effort shall be made to provide refrigerators and cooking facilities in all teacher lounges in buildings without cafeterias.

O. Instructional Staff Work Year/Workday

1. Teacher Workday

- a. Effective July 1, 2013, the workday shall be 7 hours and 30 minutes.
- b. In grades 9-12 teachers are required to remain through the eighth period (45 minutes after the school day ends) on one day per week, other than Tuesday.
- c. In addition to the time set forth above, teachers shall be required to attend up to two additional sixty minute meetings per month, scheduled by the principal on a given day of the week for the year, for the purpose of group, team, and/or grade level meetings and/or any other committees on which teachers serve. The type of meeting shall be determined by the Administration, but must not be an additional faculty meeting.
- d. The work day for professional personnel assigned to the Psychological, Speech and Hearing and Social Work Departments shall be from 8:30 a.m.

to 4:00 p.m. each day, or the work day of teachers in the buildings to which they are assigned.

2. Teacher Work Year

- a. The work year for teachers as of the effective date of this Agreement is 187 days, of which 182 are designated for student instruction.

3. School/Home Communication

- a. Teachers at all levels shall be required to attend 1 mandatory evening Open House or comparable activity each year. In addition, teachers shall be required to attend 3 evening parent-teacher conferences or comparable events that will convene for two hours in the evening.
- b. The Board may schedule parent-teacher conferences at all levels. There shall be 3 early release days scheduled each year on the day immediately following the evening parent-teacher conferences referenced above. The schedule on such days shall be two (2) hours early release and an additional two (2) hours after the normal dismissal time, and teachers are required to remain on site during all such scheduled conferences.
- c. If the Board, in its sole discretion, increases the overall time commitment set forth above, it shall pay affected teachers at their pro-rata rate.

4. Notwithstanding any other language contained herein in this section, the Board shall retain the right to schedule early release days for students. The Board may schedule in-service training for teachers on such days. On such early release days, the workday for teachers shall be extended by the same number of minutes (not to exceed two hours) as students are dismissed early.

5. During the last scheduled professional development half day in May of each school year, the elementary school teachers shall be released from attending professional development activities and shall instead perform administrative duties in the school, including completing their cumulative files, updating their record keeping, finalizing their class lists/placements, and the like.

6. Notwithstanding any provision of the Agreement to the contrary, the Superintendent or his/her designee may increase in writing the school day and/or school year in a designated school on a yearly basis and in such event all teachers in such designated school shall have his/her pay increased on a pro-rata basis. The Administration may decide in its discretion not to extend the day of certain members of the staff of a school if the members do not spend full-time at the location or are less than full-time. Effective July 1, 2013, to calculate the increase, 1402.5 hours shall be subtracted from the new hours for the year and divided by 1402.5 hours.

P. Assembly Coverage by Special Teacher

Any special teacher scheduled for a class that is at an assembly period will relieve the regular teacher for that portion of the assembly period that said special teacher would be instructing that particular class, but not if the special teacher is involved in the assembly program.

Q. Save Harmless Policy

The Board shall protect and save harmless any teacher from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such teacher at the time of the occurrence resulting in such injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board. (Connecticut General Statutes, Section 10-235). These obligations are set out in statute and are not subject to the grievance procedure.

R. Faculty Meetings

1. Notice of faculty meetings shall be posted by noon on the school day before the day of the meeting except in emergencies. No teacher shall be required to attend more than two full faculty meetings per month unless the person calling the same shall file, prior thereto, a written statement with the Superintendent (and a copy with the Union School Committee) setting forth the need for such additional meetings.
2. In no event shall faculty meetings extend more than sixty (60) minutes beyond the normal time for teachers to leave school.

S. Discipline

Nothing in this section shall be construed to require the Board or the Administration to violate the provisions of the Family Educational Rights and Privacy Act ("FERPA"). Specifically, there shall be no discussion of any individual students whether by name or by reference at any meeting convened under this provision. If any discussion references specific students or incidents, the Principal or designee shall have the authority to immediately discontinue/cancel the meeting.

1. It is understood and agreed by the Board and Union that the discipline of students is the joint responsibility of both the teachers and the administrators.
2. The Board and the Union agree at the opening of each school year to establish a joint School Discipline Committee to provide a continuing study of discipline and the School Discipline Handbook within the school and to make recommendations for their improvement.
  - a. Copies of the School Discipline Handbook shall be made available to the teachers. Said School Discipline Handbook shall contain the Board's then current complete discipline policy.

- b. Upon request, the committee shall be entitled to receive twice yearly a report that includes the following:
  - i. To the extent such statistics and/or records are kept, the number of students referred to school administration for discipline;
  - ii. To the extent such statistics and/or records are kept, types of offenses for which students are referred;
  - iii. Number of cases in which the student is either suspended or expelled;
  - iv. Type and length of sanction.
- 3. The School Discipline Committee shall include the principal (or designee) and at least three teachers selected by the Union School Committee.
- 4. The teacher is entitled to know the outcome of the disciplinary action taken by the principal (or designee) in any case where such teacher has tiled a written statement of the offense and full information on disposition of the case will be made available to the referring teacher on request.
- 5. Teachers receiving students from long-term suspension, full-time placement outside of the system, or incarceration shall be given notification of the student's return and necessary information, within any applicable legal limitations, regarding the student's situation and subsequent interventions in order to allow the teacher to appropriately service the student.
- 6. So as to avoid potential FERPA violations, Sections 4 and 5 are not subject to the grievance procedure.

T. Teacher Evaluations

Evaluations shall be conducted in accordance with the provisions of Section 10-151b of the Connecticut General Statutes, as amended from time to time. This reference to statutory rights is provided for informational purposes and is not subject to the grievance procedure, provided however that claims concerning the procedural provisions of the evaluation plan may be submitted to the grievance process up to the Superintendent level.

U. School Calendar

Prior to adoption by the Board of the school calendar for the school year, the proposed calendar shall be submitted to the President of the Union for comments and suggestions.

V. Art Carts

A cart will be provided on every floor to carry art supplies if an art room is not available to the teacher.



W. Building Security

The Board shall continue its efforts to provide adequate building security against trespassers.

X. Teacher Rotation

Teachers shall not be assigned regular elementary and/or middle school classroom combination classes for more than one year without prior consultation and agreement of the teacher. Should such classes exist for more than one year at a specific grade level, such assignments shall be rotated among the potentially affected teachers (e.g. teachers assigned to fifth and sixth grades in the case of a 5/6 combination class) notwithstanding any other provision of this Agreement.

Y. Job Sharing

The Board may permit job sharing opportunities annually. Job sharing grants may be made annually subject to the following terms and conditions:

1. Teachers shall be appointed to job sharing positions on a voluntary basis only. Job sharing arrangements shall be subject to mutual agreement of the teachers involved. Any job sharing arrangement must be approved by the Superintendent or his or her designee. Salary, fringe benefits and the Board's contribution for health benefits shall be prorated in accordance with the allocation of responsibility under the job sharing plan.
2. The parties shall create a Job Sharing Committee, consisting of one member appointed by the Superintendent and one member appointed by the President of the Union.
3. Applications for job sharing positions must be submitted to the Job Sharing Committee by February 1 prior to the year requested. The application shall identify the teachers involved, the position sought, and the plan for allocating responsibility for all areas of teacher responsibility, including teaching, grading, parent communication, administrative responsibilities and all other professional responsibilities of the position. The application shall also include a written statement from the principal concerning his/her position regarding the application for a job sharing position. The Union's Job Sharing Committee member shall forward the Union's recommendation in writing to the Superintendent's committee member, who shall forward the application along with the written recommendations to the Superintendent or his/her designee before March 1 prior to the school year requested.
4. The Superintendent or his/her designee shall consider and grant or deny each request on its individual merit on the basis of whether the plan is educationally sound, with priority consideration of the impact, if any, on the education of the children. Such decisions shall be made on an annual basis on or before May 1. Teachers who wish to job share in future years shall follow the procedures set out

in paragraph 2.

5. Job sharers shall substitute for each other whenever possible. Schedules may be adjusted to allow partners the opportunity to pay back the other by covering (i.e., cover the appropriate number of days that one partner substitutes for the other).
6. If for any reason a member of a job sharing team is unable to continue in the position, the partner will be given the option to cover the entire position for the remainder of the year until another job sharer can be identified. The substitution of a new job sharer shall occur only upon approval of the Superintendent after consideration of the impact on the position to be vacated.
7. At the end of a job-sharing arrangement, a teacher who is job sharing will be guaranteed his/her return to a full-time position at the beginning of the school year if the teacher would otherwise be entitled to a position under this Agreement. The teacher must notify the Executive Director for Human Resources by February 1 prior to the school year requested of his/her intent to return to a full-time position.

Z. Areas of Shortage or Extreme Need

The Board may determine areas of shortage or extreme need in filling vacant positions. When necessary, to attract the highest quality applicants, the Board may offer "Signing Bonuses" to prospective applicants. Such payments shall be in an amount not to exceed \$5,000.

An internal candidate recruited to a school deemed in need by the Administration may be issued a signing bonus of up to 20% of such teacher's base salary, in the sole discretion of the Administration. Such payment shall be in two installments and requires a two year commitment to the location by the teacher.

Master Teachers may be assigned as needed throughout the district and may be compensated under this provision.

AA. Innovations

Notwithstanding the provisions of Article XX, the parties agree that innovations in educational programs are necessary to the Hartford Public Schools. The Board reserves the right, by providing written notification to the Union, to request negotiations over provisions in this Agreement that may be affected by such innovations (e.g. changes in educational delivery models such as online courses and the use of distance learning technology), such as (but not limited to) length of school day, transfers, assignments, and preparation periods. Such a request to negotiate will be necessary only where such changes impact wages, hours or conditions of employment over which the parties are obligated to bargain. Such negotiations shall be governed by the provisions of Connecticut General Statutes Section 10-153f(e).

BB. Teaching Schedules

A copy of teaching schedules, including non-teaching assignments, shall be available at each school. All non-teaching duties and emergency assignments within a school are to be shared among the bargaining unit members on an equitable basis, subject to the requirements of the situation.

CC. Guidance counselors assigned to teaching duties

Nothing herein shall preclude school principals from assigning guidance counselors to teaching duties within certification area. There shall be no additional compensation for such duties.

ARTICLE XIII - PROFESSIONAL STATUS

A. Suggestions and Contributions

It is recognized that the bargaining unit members are members of a profession and have the interest of professionals in their work. It is further recognized that they may make constructive suggestions and contributions toward the administration of the school system.

A bargaining unit member who believes he/she has not been treated as a professional, in conducting his/her work, may file a grievance against the involved administrator. Such grievance shall be processed through the Superintendent-level and shall not be subject to arbitration.

B. Union School - Principal Meeting

The principal of a school shall meet at least once a month with and at the request of a Union School Committee not exceeding five in number selected by the Union from among its members in that school in order to discuss school operations and questions relating to the implementation of this Agreement. Proposed changes in existing policies and procedures for that school shall be proper subjects for discussion at such meetings. Specific information concerning pending grievances at Steps 1 through 3 of the grievance process shall not be proper subjects for discussion at such meetings. Policies which may be adopted or maintained for that school as a result of such meetings shall not be inconsistent with the terms of this Agreement nor shall they be contrary to Board policies except upon mutual written agreement between the Board and the Union. The principal shall have a preliminary agenda furnished by the Union School Committee two days in advance of the meeting. The school principal, if he/she so desires, may place items on the agenda of the monthly meeting. The Union shall be given a copy of the principal's preliminary agenda items at least two (2) days in advance of the meeting. Vice principals may sit in with the principal at such meetings. Agenda items shall be addressed in alternating order, and there shall be a ninety-minute time limit on such meetings which may be extended by mutual agreement. Either or both parties may bring resource persons to the meeting.

C. Union - Superintendent Meeting

The Superintendent of Schools and representatives of the Union shall meet at the request of either party on a monthly basis to discuss matters of educational policy and professional concern as well as matters relating to the implementation of this Agreement for a period not to exceed two hours except as it may be extended by mutual agreement. Policies adopted or maintained as a result of such meetings shall not be inconsistent with the terms of this Agreement nor shall they be contrary to Board policies except upon mutual written agreement between the Board and the Union.

1. The Union Committee for this purpose shall consist of three to five members.
2. The Superintendent may meet in person or through his/her designated representative and may include at the meeting such members of his/her administrative staff as he/she may desire.
3. The Union and the Superintendent will submit, at least one week in advance of such meeting, items which they wish to be placed on the agenda for discussion.

D. Ad Hoc Committee

Nothing in this Article shall be deemed to curb the absolute right of the Superintendent and/or the Board to appoint and meet with ad hoc committees made up of individual teachers for the purpose of discussing such administrative matters as the Superintendent and/or the Board may desire. It is understood, however, that such committees as are set up under this Section shall not discuss matters which by statute are reserved to the Union as the representative of teachers for collective bargaining.

E. Exchange of Views Concerning Construction

The Board or its representatives and representatives of the Union shall exchange views concerning major alterations in existing school buildings and proposed new construction, as part of the regularly scheduled Union School-Principal and Union-Superintendent Meetings.

F. Job Descriptions

While the establishment of job descriptions is a prerogative of the Board, the Union has a right and the Board an obligation to negotiate the salary, terms and conditions of employment for unit members working under such descriptions.

G. Health and Safety

The principal of a school or his/her designee shall meet no more than once every other month, at the request of a Union Health and Safety Committee, not exceeding five in number selected by the Union from among its members in that school, in order to discuss issues relating to health and safety at the school. There shall be no prohibition on the Administration including participants from other Unions or from the Administration, in

its sole discretion.

#### ARTICLE XIV - UNION RIGHTS

##### A. Dues Check-off

The Board shall notify the Union in writing when any certified employee is hired. Each employee who chooses to join the Union shall sign a card to that effect. The Union will notify the Board in writing of the new hire's decision to join the Union. Beginning within 30 days of said notification the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the Union, the Board shall be held free and harmless from any liability in handling such Union dues and may require a release from the Union.

The Board shall deduct the amount certified by the Union as the annual dues from the pay of each employee who chooses to join the Union in equal biweekly installments. All such deductions shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the month for which the deduction is made. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the annual Union dues directly to the Union.

Bargaining unit members who are not new hires may choose to opt out of the Union by submitting written notice to the Union. The Union shall forward said notice to the Board within ten (10) business days from receipt of notice. Included with the notice sent to the Board shall be the date upon which dues collection is to cease along with documentation signed by the employee stating when dues collection is to cease upon withdrawal from the Union. Absent any documentation stating when dues collection is to cease, the BOE will immediately cease collecting dues from said employee.

The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

##### C. Union Leave

Union members will be granted leave without loss of pay to attend special leadership training opportunities and for special Union business upon request of the President of the Union with the approval of the Superintendent which shall not be unreasonably denied.

##### D. Exclusive Bulletin Board

At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for the posting of Union notices and/or announcements.

##### E. Union Meetings in Schools

The Union may call meetings in each school before or after school or during the lunch

hour upon request to and permission from the principal. Individuals having assignments at the time the meeting is scheduled must request and receive individual permission to attend. Permission in either instance shall not be unreasonably withheld.

F. Copy of Agreement

The Board agrees to furnish a copy of this Agreement to every employee covered herein within forty-five (45) days following the ratification of the Agreement by the parties. In accordance with the above understanding, new hires shall be provided a copy of this Agreement at the time of employment. Upon mutual agreement of the format to be used, the Union agrees to share the cost of printing the Agreement equally.

G. Union Rights to Information

There shall be made available to the Union, upon its request, any and all information, statistics and records that are relevant or necessary for the proper enforcement, implementation or negotiations of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable. Records of teachers other than those involved shall not be available without the approval of the individual teachers.

The furnishing of such data, records, etc., shall be in conformity with both State and Federal regulations.

H. No Pay Loss for Meetings

Whenever members of the bargaining unit are scheduled by the parties to participate during school hours in conferences or meetings, they shall suffer no loss in pay. Meetings shall be scheduled to minimize interference with instructional time.

Notwithstanding the above provision of XIV(H), teachers who attend grievance hearings during the school day shall be excused one (1) hour prior to the commencement of the proceeding, and witnesses for the same hearing shall be excused thirty (30) minutes prior to the commencement of the hearing.

I. Union Right to Board Agenda

A copy of the public agenda of the regular Board meetings shall be available to the official Union representative to the Board twenty-four hours prior to the meetings. The agenda of special meetings shall be available to the official Union representative to the Board twenty-four hours prior to the meeting except in the case of emergency meetings in accordance with statute.

J. Access to School Budget

The supply budget allocation for each school shall be made available to the Union's building representative at his/her request.

K. Building Representative Release

All official building representatives shall be released from morning homeroom assignments and yard duty and shall continue to be released from afternoon high school homeroom assignments. Official building representatives may be used in an emergency at the discretion of the principal and vice principal. The Union shall have one official building representative per fifty (50) teachers or major fraction thereof with a minimum of one such representative per school.

One individual shall be assigned to provide release time per year for homeroom coverage. Assignments for such coverage will be rotated on an equitable basis from year to year. Where possible, paraprofessionals will be assigned to provide coverage.

L. COPE Deductions

The Board agrees that, upon submission of the HFT-COPE payroll authorization card, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly.

The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this Agreement.

M. Access to School Mailboxes

School mailboxes shall be available for the distribution of communications by the authorized officials of any teachers' organization. A courtesy copy shall be placed in the principal's mailbox and a courtesy copy shall be sent simultaneously to the Superintendent. The Board and the Union shall designate a school by mutual agreement at which inter-school mailbox for the Union shall be located.

ARTICLE XV - ELEMENTARY SCHOOLS

A. Elementary Head Teachers

1. When it is necessary for the principal of a school to be absent for more than one-half day, and there is no vice principal on duty a head teacher shall be appointed to be in charge of the school. Such appointment shall be made, after posting by the principal within the school from among the senior qualified applicants.
  - a. The head teacher is responsible to the principal.
  - b. The head teacher position is operative only when the principal or the assistant principal is not available to provide coverage on routine activities that are essential for proper operation of the school or which require immediate action.
2. In an elementary school that has a non-attached building housing five (5) or more teachers with no administrator, a head teacher position may be created. Such

head teacher will be paid a stipend of \$500.

3. The position of the head teacher does not in any way or means relate to evaluation of teachers or supervision of instruction and is not considered an administrative position.

B. Rotating Yard Duty

Volunteers shall be sought to perform elementary yard duty before any elementary school teachers are assigned such duty. If a sufficient number of volunteers is not available, then elementary school teachers (other than building representatives) may be required by the principal to perform yard duty not earlier than 15 minutes before the school session begins and such duty will be assigned on a rotating basis by the principal.

ARTICLE XVI - SENIORITY

A. Definition of Teacher

For the purposes of this Article, the term "teacher" shall include each employee of the Board below the rank of Superintendent who holds a certificate issued by the State Board of Education and who is employed in a position for which a certificate is required by the State Board.

B. Employment Date

Seniority for all teachers shall be counted from the first day of work in the school system in a position for which the State Board of Education requires a certificate.

C. Modification

Seniority shall be modified by the following considerations:

1. Teachers who quit and are reemployed shall accrue seniority as of their reemployment date.
2. Teachers who are laid off and rehired shall retain all their accrued seniority but shall not accrue additional seniority during the period of layoff.
3. Teachers on authorized leave shall continue to accrue seniority.
4. Teachers on unauthorized leave shall not accrue seniority for the unauthorized days of the leave.

D. Seniority Lists

Seniority lists, including social security numbers and/or employee identification numbers, shall be provided to the Union upon request not more than once per year, except in the



case of pending layoffs. Errors which occur inadvertently shall not invalidate the list; however, any employee laid off due to the error shall be made whole.

E. Tie Breaker

In case of a tie, seniority shall be determined by the last four digits of the teacher's social security number. The higher number shall have more seniority. If an employee has no social security number, then the last four digits of the employee's identification number will be used.

F. Seniority for Union Officers

Teachers shall continue to accrue seniority as long as they occupy a position within the bargaining unit.

ARTICLE XVII - LEAVES OF ABSENCE

A. Sabbatical Leave

Provided the requirements hereinafter set forth are satisfied, sabbatical leave may be granted to at least three (3) teachers for each school year.

1. Purpose. Sabbatical leaves for teachers are granted for professional improvement only, and these leaves are only for purposes designed to benefit the school system. These leaves are not a right, but rather a privilege or a reward for superior service.
2. Duration of Leave. Sabbatical leave in the Hartford Public Schools is granted for a full year or for a full semester. It is not granted for a portion of a semester.
3. Eligibility. No teacher can be granted a sabbatical leave unless he/she has completed seven (7) years of service as a teacher and has achieved tenure in the Hartford Public Schools.
4. Process of Selection. All candidates for sabbatical leave for the school year or for either semester should apply, in writing, to the Department of Human Resources on or before the third Monday in April. Each applicant is required to present, in writing, a carefully elaborated plan of study or a project, the successful completion of which will promise real benefit both to the teacher and to the Hartford Public Schools.

Candidates are selected by a committee of three appointed by the Superintendent. In granting leaves, the Committee gives preference to a teacher who gives promise of a considerable number of years of service in the Hartford Public Schools.

5. Requirements To Be Met. Teachers who are granted leaves are required at the conclusion of their leaves to return to their teaching duties in the Hartford Public Schools and continue in Hartford service for not less than two years. They must

submit a written agreement to the effect that if they do not return to Hartford service upon termination of leaves, they will refund all sums of money paid them by the Board during their sabbatical leaves. Unusual cases are presented to the Board for review.

Upon completion of sabbatical leaves, teachers are required to submit to the Superintendent a written report on the work completed while on leave. These reports are included in their personnel folders.

6. Financial Arrangements. Teachers on sabbatical leave receive the difference between their regular salary and the salary paid teachers on the first step of the Bachelor's schedule. In cases of teachers with legal dependents (spouse and children only, said spouse not being gainfully employed during the year of leave), there is provided an additional (family) allowance per dependent, equivalent to the current income tax exemption for dependents.

Whenever teachers are awarded fellowships by universities or foundations, consideration is given to the size of grant given these teachers by the universities or foundations involved and the Superintendent will determine the appropriate amount to be paid them while on sabbatical leave, not to exceed, in combination with the foregoing, their regular salary. To qualify for sabbatical leave with pay, fellowship holders are obliged to satisfy all the requirements outlined with this exception: they are recommended by the administrative staff rather than by the committee of three (see Subsection 4. above) since their records and qualifications have been previously examined by the committee appointed for this purpose and by the university or foundation making the grant.

Teachers who are granted sabbatical leave must agree not to accept gainful employment while on leave. Exceptions may be made by the Superintendent if the teacher on leave is granted a college or university fellowship involving a minor teaching assignment. In such cases, the Superintendent will recommend, for Board consideration and approval, an appropriate financial adjustment.

#### B. Union Detached Service Leave

Up to three teachers in the system who are either officers of the Federation or who are appointed to the Federation staff shall upon written application filed with the Superintendent prior to July 1 of any year be granted a union detached service leave of absence to commence the following school year. Such union detached service leave shall be without pay and shall be renewed, upon notice to the Superintendent by May 1 of the year of the leave.

Effective July 1, 2011, the Board shall pay the employer portion of the health insurance. The members on union detached service leave shall be required to pay the employee share. Effective July 1, 2012, any teacher union detached service leave of absence shall be entitled to continue as an enrolled member of any insurance policy, provided such teacher has made arrangements satisfactory to the Superintendent for payment in full of

the cost of such insurance program at the COBRA rate during his/her union detached service leave.

Any teacher on union detached service leave shall receive credit toward annual salary increments on schedules consistent with state law and shall continue to accrue seniority during the period of union detached service leave of absence. Any teacher on union detached service leave of absence shall at the teacher's expense be entitled to continue enrollment in life insurance policies, through the district.

C. Personal Days

Employees shall be permitted absences, without loss of pay, up to a total of not more than five (5) days in any school year for any or all of the listed reasons noted below.

Such five (5) days shall be deducted from the employee's sick leave unless the employee does not have a sufficient number of sick days, in which case the personal days shall nonetheless be allowed. Any days used for personal purposes beyond the five (5) days will be days of personal leave without pay.

Request for personal leave must be made in writing at least four (4) school days in advance, except in emergencies which prevent such advance notice. An employee who has taken personal leave on an emergency basis must make the necessary arrangements by the end of the day of his/her return from leave to file the Confidential Leave Request Form. Failure to do so will mean loss of pay for that day. If such leave occurs in June, the Confidential Leave Request must be filed prior to June 30.

Approval of personal leave requests must be granted by the Superintendent or his/her designee.

Reasons:

1. In the event of serious illness or death of wife, husband, father, mother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household (not to exceed five (5) days in any school year);
2. Holy days (not to exceed three (3) days in any year);
3. Quarantine;
4. Absence for husband for birth of child to wife (not to exceed two (2) days in any year);
5. Personal business which cannot reasonably be conducted outside of school hours. Prior approval must be given by the Superintendent or designee. Such approval shall not be unreasonably withheld.

D. Leaves Without Pay Other Than Maternity

1. Leaves of absence without pay shall be granted upon application to tenure teachers for the following purposes. Such leave may be granted to non-tenure

teachers at the discretion of the Superintendent.

- a. Study related to the teacher's certification field.
  - b. Study to meet eligibility requirements for a certification other than that held by the teacher.
  - c. Acceptance of a teacher position in a foreign country for one year with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the Government of the United States.
  - d. In cases of extreme personal hardship.
2. "Urgent needs" of the school to which the teacher is assigned may be asserted as justifying a temporary denial of any application for leave without pay.
  3. Except as noted above, leaves without pay shall be limited to one year.

E. Child-Bearing and Child-Rearing

1. Teachers who become pregnant shall be placed on short-term leave status for child-bearing purposes under this paragraph unless they elect a long-term leave under the provisions of paragraph 2. Any teacher who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month.

Leaves shall begin when in the opinion of her doctor, the teacher is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is physically able to return to work. Except in the case of unusual medical difficulties of the teacher, leave is not expected to continue for more than six (6) weeks after delivery.

2. Any teacher who has acquired tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, shall be granted a long-term leave for child-rearing purposes. Such leave shall begin either at the start of or at the mid-point of the school year, and shall end either one-half or one full school year later. The request for such leave must be made at least thirty (30) days prior to its commencement and must specify whether the request is for leave of one-half or one full year. Leave under this paragraph may be granted to non-tenure teachers in unusual circumstances at the discretion of the Superintendent.
3. Teachers who adopt a child will be granted four weeks of paid leave, five days of which may be deducted from personal leave, the remainder to be deducted from accumulated sick leave.

F. Adult and Summer School Staffs

Summer school teachers shall be permitted two days of funeral leave for the same

purposes and on the same terms as set forth in Section C.1. above, which may be extended to the extent personal days granted under said Section C. above have not been used during the previous school year, but in no event shall such leave be for more than a total of five days.

G. Violation of Leave of Absence Provisions

Willful violation of the stated purposes for which a leave of absence was requested and granted, or the willful making of a false report regarding such leave, shall subject the employee committing such violation or making such false report, to disciplinary action by the Superintendent and shall constitute a cause for discharge, suspension without pay, or demotion.

H. Return from Leave

An employee returning from Union leave of absence shall be returned to the former school and position he/she held prior to the commencement of such leave. In the event that the position of an employee on Union detached service who is guaranteed to return to his/her former position has been eliminated, he/she shall have a choice of the available vacancies for which he/she is qualified.

I. Reassignment after Return from Leave

Any condition that might affect such reassignment of those returning from leaves such as the elimination of the position or transfer shall be made in accordance with the terms of this Agreement. Any teacher who is granted a Board-approved leave of absence, and whose leave of absence is less than half of a school year, shall be guaranteed return to his/her former school and position, upon return from leave unless the position has been eliminated due to budget cuts. If a teacher's Board approved leave of absence is greater than one half of a school year, the teacher shall be reassigned to a new position for the remainder of the school year upon his/her return from leave. The returning teacher shall return to his/her former position at the commencement of the following school year unless the position has been eliminated due to budget cuts.

If a returning employee's position has been eliminated, then the employee returning from leave shall be offered a comparable position for which the teacher is qualified or shall be laid off or transferred in accordance with this Agreement.

Notwithstanding the above, teachers returning from leave shall be subject to the provisions of Article VIII.

J. Family & Medical Leave

Teachers may be eligible for up to twelve weeks of leave pursuant to the Federal Family and Medical Leave Act (FMLA). The Board may designate any leave under the collective bargaining agreement (paid or unpaid) that qualifies as leave under the FMLA as a leave granted under the FMLA.

## ARTICLE XVIII - PERSONNEL FILE

### A. Limitations on File

Official teacher files shall be maintained so that teachers have a right of access and review of their files. Use of material contained in teacher files in disciplinary proceedings shall be subject to review under the just cause standard applicable to such proceedings. No anonymous letters or materials shall be placed in a teacher's personnel file.

### B. Right to Review File

The teacher shall, upon request to the Superintendent or his/her designee, be given the opportunity outside the teacher workday to review the contents of his/her file.

### C. Right to Reply

The teacher has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

### D. Right to Copy Material

Each teacher shall receive, upon request, a copy of supervisory records and reports of competence, personal character and efficiency, maintained in his/her personnel file with reference to evaluation of his/her performance. The cost of facsimile copies shall be borne by the Board. The cost of facsimile copies of materials other than those cited above (e.g., transcripts, recommendations other than employment recommendations, commendatory letters from outside, etc.) shall be borne by the teacher.

## ARTICLE XIX - SAVINGS CLAUSE

- A. If any provision of the Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

## ARTICLE XX - DURATION

- A. This Agreement contains the full and complete agreement between the Board and the Union and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement, provided that the Union does not waive its right to negotiate over mandatory subjects of bargaining not covered herein or over impact issues, should the Board make changes that significantly affect conditions of employment. This provision is subject to the language contained in Article XII AA Innovations.

- B. This Agreement shall be in full force and effect from July 1, 2019 to June 30, 2022. Representatives of the Board and the Union agree to commence negotiations for a successor agreement in accordance with law.
- C. By mutual agreement of the parties, in the event that the Board and the Union fail to secure a successor agreement by June 30, 2022, or should there be no binding arbitration award, the present contract shall continue in effect.

#### ARTICLE XXI - PRIOR PRACTICES

The parties acknowledge that practices may develop from time to time at one or more of the district's facilities. The practices in effect prior to July 1, 1997 shall not be binding on the parties unless they are expressly incorporated, in writing, herein.

#### ARTICLE XXII - INCENTIVES

##### A. School Improvement Incentive

Each member who works in a school that shows significant school improvement shall be paid \$2,500 after the conclusion of the work year. The measure of improvement shall be through improvement as determined by the Superintendent of Schools, which shall apply to all eligible employees in the district. To be eligible, the member must appear and work a full day in such a school on at least 93% of the work days in the relevant work year. Members who work part-time, start mid-year, or travel between schools, shall be eligible for the above bonus on a pro-rata basis.

The school improvement incentive shall be issued only to members active during the time the payments are made during the succeeding school year, except in the case of resigning or retiring members providing notice of said resignation or retirement on or before May 1 of the year of resignation or retirement and maintain active employment with the Board until the end of the school year in which notice has been provided. The Superintendent or designee may agree to waive the notice requirement and allow payment of the incentive to such member who provides good and sufficient explanation for his/her failure to provide said notice.

The Administration may issue a \$2,500 school improvement bonus to members not assigned directly to a school in its sole discretion. Upon the Administration's determination of an assessment tool for school improvement for schools, the Administration shall meet and confer with the Union regarding payment of the school improvement incentive.

To be eligible for a bonus, each school location shall vote annually, on or about October 1st of each year for that year's bonus. In order for members at the school to be eligible for that year's bonus, at least 75% of those members present on the day of the vote must vote in favor of eligibility. If the Superintendent or designee fails to provide notice of the measure of improvement prior to the vote, then the vote shall be delayed until such notice is provided.

B. Hartford Residency

Any member who lives in the City of Hartford shall be eligible for a 3% differential based on his/her base salary. Hartford must be the member's primary residence. To demonstrate residency, the member must produce to the Executive Director for Human Resources, with a request for the residency differential, any three of the following documents that show evidence of Hartford residency: utility bill, car insurance, lease, property tax bill, voter registration card, drivers' license. The differential shall become effective within 30 days of receipt of appropriate documentation and request and shall cease each June 30<sup>th</sup>. Such evidence must be provided upon request and/or on an annual basis. The Board may discontinue such differential upon belief of fraud. Failure to communicate in writing regarding a change in residency or any deception regarding primary residence shall be viewed as insubordination/moral misconduct.

C. Teacher Advancement Program "TAP" Committee and Implementation

The Board and the Federation shall agree, as outlined herein, to create a Teacher Advancement Program ("TAP") and/or other peer mentoring and performance program Committee for review of a pilot program utilizing the principles of the Teacher Advancement Program Review published by the National Institute for Excellence in Teaching, or similar research driven reform model (the "TAP Pilot Program").

The TAP Committee shall meet and develop the TAP Pilot Program elements timeline as follows:

1. July 1, 2008: The Board appoints four members and the Federation appoints four members to the TAP Committee. The Committee will report back to the Board and the Federation by July 1, 2009. If there is disagreement in the Committee on the implementation of a TAP Pilot Program, Committee members who disagree may file written reports with the Board and the Federation that differ in whole or in part.
2. Characteristics of TAP Pilot Program shall include the following elements:
  - a. The TAP Pilot Program shall provide for a revision of the salary structure for teachers participating in the TAP Pilot Program to provide for leadership opportunities for teachers with specific skills and/or competencies to be appointed as Master or Mentor Teachers.
  - b. The TAP Pilot Program shall include a "Performance Award Fund" at each school at which the TAP Pilot Program is implemented. The Performance Award Fund would consist of performance based compensation awards based on three criteria; 1) teacher skills, knowledge and responsibilities, 2) classroom achievement gains and 3) school achievement gains.

D. National Board Certification



All educational professional in the bargaining unit, who currently have valid certification from the National Board of Teacher Certification, and those teachers who receive such certification during the life of this Agreement, and present the Executive Director for Human Resources with valid proof of same shall receive an annual payment of \$3,500.

ARTICLE XXIII - TEACHING OUTSIDE OF CERTIFICATION

This article is included for informational purposes only and shall not be subject to the grievance procedure. The Parties agree that the circumstances under which a teacher may teach outside of certification are determined by law.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of 2019.

FOR THE HARTFORD  
BOARD OF EDUCATION

FOR THE HARTFORD FEDERATION  
OF TEACHERS, LOCAL NO. 1018, AFT,  
AFL-CIO

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its President

**APPENDIX A - SALARY SCHEDULES**

Step	2019-2020								
	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1									
2									
3	48,191		52,553	54,807	57,059	58,560	60,063	61,562	63,068
4	50,759		55,526	57,777	60,032	61,529	63,031	64,531	66,283
5	53,051		58,577	60,831	63,086	64,584	66,087	67,589	69,290
6	55,347		61,626	63,884	66,138	67,640	69,143	70,646	72,299
7	57,641		64,678	66,937	69,191	70,694	72,199	73,705	75,308
8	60,360		67,754	70,051	72,327	73,878	75,370	76,940	78,511
9	63,796		71,999	74,221	76,721	78,393	80,059	81,725	83,394
10	66,232	69,065	74,699	77,182	79,773	81,499	83,228	84,853	86,579
11	70,379	73,759	79,502	82,055	84,823	86,668	88,514	90,356	92,198
12	72,636	76,298	82,129	84,881	87,745	89,654	91,563	93,469	95,373
13	73,919	77,811	83,648	86,563	89,484	91,429	93,376	95,320	97,262
14	75,419	79,311	85,148	88,063	90,984	92,929	94,876	96,820	98,762

Effective July 1, 2019, teachers who are not at maximum step placement and are eligible for step advancement shall move up one step on the schedule from their 2018-19 step placement.

Step	2020-2021								
	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1									
2									
3	48,191		52,553	54,807	57,059	58,560	60,063	61,562	63,068
4	49,600		54,258	56,458	58,661	60,124	61,592	63,057	64,769
5	51,892		57,297	59,502	61,708	63,173	64,643	66,112	67,776
6	54,188		60,335	62,546	64,753	66,223	67,695	69,166	70,785
7	56,482		63,377	65,591	67,800	69,272	70,747	72,223	73,794
8	59,201		66,453	68,841	70,938	72,459	73,923	75,462	77,003
9	61,583		69,502	71,647	74,060	75,674	77,282	78,890	80,501
10	65,108	67,893	73,431	75,872	78,419	80,116	81,816	83,413	85,110
11	67,513	70,755	76,264	78,713	81,369	83,138	84,909	86,676	88,443
12	71,540	75,147	80,890	83,600	86,421	88,301	90,182	92,059	93,934
13	73,919	77,811	83,648	86,563	89,484	91,429	93,376	95,320	97,262
14	75,419	79,311	85,148	88,063	90,984	92,929	94,876	96,820	98,762
15	76,919	80,811	86,648	89,563	92,484	94,429	96,376	98,320	100,262

Effective July 1, 2020, teachers who are not at maximum step placement and are eligible for step advancement shall move up one step on the schedule from their 2019-20 placement.

Step	2021-2022								
	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1									
2									
3	47,298		51,580	53,792	56,002	57,475	58,950	60,422	61,900
4	48,707		53,282	55,442	57,605	59,042	60,484	61,922	63,603
5	50,999		56,311	58,478	60,647	62,086	63,531	64,975	66,610
6	53,295		59,341	61,516	63,686	65,132	66,580	68,027	69,619
7	55,589		62,375	64,554	66,728	68,177	69,629	71,082	72,628
8	58,308		65,451	67,803	69,868	71,366	72,808	74,324	75,842
9	60,690		68,495	70,608	72,987	74,577	76,162	77,746	79,334
10	63,434	66,148	71,543	73,922	76,403	78,056	79,713	81,269	82,922
11	66,844	70,053	75,508	77,932	80,562	82,314	84,067	85,816	87,566
12	69,308	72,803	78,367	80,992	83,725	85,547	87,369	89,187	91,004
13	73,082	76,930	82,701	85,583	88,471	90,394	92,319	94,241	96,161
14	75,419	79,311	85,148	88,063	90,984	92,929	94,876	96,820	98,762
15	77,919	81,811	87,648	90,563	93,484	95,429	97,376	99,320	101,262

Effective July 1, 2021, teachers who are not at maximum step placement and are eligible for step advancement shall move up one step on the schedule from their 2020–21 step placement.

1. MA + 15: 15 graduate credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2011 shall be eligible to be paid on this salary lane.
2. MA + 45: 45 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
3. MA + 75: 75 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
4. MA + 90: The MA + 90 is not applicable to new hires whose teaching duties commence after June 30, 1989. Such new employees shall advance to the Doctorate level only upon earning a Ph.D, Ed.D., M.D. or J.D. degree awarded by an accredited college or university.

**APPENDIX B - EXTRA PAY FOR EXTRA DUTY  
2019-2022**

**I. Coaching and Physical Education**

Assignment	Step 1	Step 2	Step 3
<b>Football:</b>			
Varsity	6,100	7,300	8,400
Asst. Varsity	4,200	5,000	5,700
Junior Varsity	3,400	3,800	4,200
Freshman	3,400	3,800	4,200
Asst. Freshman	3,100	3,400	3,800
<b>Soccer:</b>			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	2,700	3,000	3,400
<b>Cross Country:</b>			
Varsity	2,700	3,000	3,400
Asst. Varsity	2,300	2,700	3,000
Developmental	2,300	2,700	3,000
<b>Basketball:</b>			
Varsity	6,100	7,300	8,400
Junior Varsity	4,200	4,800	5,300
Freshman	3,100	3,400	3,800
<b>Swimming</b>			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	3,100	3,400	3,800
<b>Wrestling</b>			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	3,100	3,400	3,800
<b>Gymnastics:</b>			
Developmental	3,100	3,400	3,800

Assignment	Step 1	Step 2	Step 3
Volleyball:	4,200	5,000	5,700
Junior Varsity	3,100	3,400	3,800
Baseball:			
Varsity	4,200	5,000	5,700
Junior Varsity	3,100	3,400	3,800
Freshman	2,700	3,100	3,400
Indoor Track:			
Varsity	4,200	5,000	5,700
Developmental	3,100	3,400	3,800
Softball:			
Varsity	4,200	5,000	5,700
Junior Varsity	3,100	3,400	3,800
Freshman	2,700	3,100	3,400
Developmental	2,300	2,700	3,100
Track:			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	3,100	3,400	3,800
Asst. Developmental	2,700	3,100	3,400
Golf:			
Varsity	2,700	3,100	3,400
Developmental	1,900	2,300	2,700
Tennis:			
Varsity	2,700	3,100	3,400
Developmental	1,900	2,300	2,700
Cheerleading	3,400	3,800	4,200
Elem. Intramural Sport	1,500	1,900	2,300
Chairperson, Elem. Basketball	1,100	1,300	1,500

Assignment	Step 1	Step 2	Step 3
Synchronized Swimming*:	4,200	5,000	5,700
Developmental	3,100	3,400	3,800
Dance*:	4,200	5,000	5,700
Developmental	3,100	3,400	3,800
Pool Director	2,700	3,100	3,400
Facility Manager	10,000	10,700	11,500
Lacrosse:			
Varsity	4,200	5,000	5,700
Assistant Varsity	3,100	3,400	3,800
Field Hockey	2,700	3,100	3,400
A. Extra-Class:	4,200	4,600	5,000
All teachers who coach less than 8 hours per week			

\*Activity and Level must have approval of Principal and Coordinator of Physical Education and Athletics.

HARTFORD BOARD OF EDUCATION

EXTRA CURRICULAR PAY

2019-2022

II. Club Activities

Class I: 10 to 19 hours a semester	\$196.00
Class II: 20 to 29 hours a semester	\$336.00
Class III: 30 hours and over a semester	\$476.00

III. Method of Pay for Intramurals

FALL (Second Monday after School Starts through November 30)

Step 1	Step 2	Step 3
1,204	1,311	1,422

WINTER (December 1 through February 28)

Step 1	Step 2	Step 3
1,204	1,311	1,422

SPRING (March 1 through June 15)

Step 1	Step 2	Step 3
1,603	1,750	1,894

IV. Other

All other extracurricular activities, including but not limited to the activities listed in the 2005-2008 Appendix B, II, A & B, which is supervised by a member, and approved in advance by the Principal, shall be paid at the extra pay extra duty rate listed in Appendix D. Payment shall be made up to the specified number of hours approved in advance. Nothing herein shall prevent a member from making a request for additional hours and nothing herein shall require a Principal to approve any such request for additional hours.

V. Pay Schedule for Voluntary Supervisors at Athletic Events

Supervision and other ancillary activities at athletic contests is the unit work of the Hartford Federation of Teachers Union. The opportunities for such voluntary employment will be made known at each school at which the contest is scheduled. Preference will be given to the unit members for the assignment of said work.

It is understood and agreed that the Hartford Board of Education is free to obtain other persons if sufficient qualified unit members are not available.

Varsity Football

Supervisor, Ticket Taker, Bench Supervisor, Linesman Assistant	\$33.50
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<u>Varsity Football</u>	
Ticket Seller, Movie Photographer, PA Announcer, Scoreboard Operator	\$37.00
<u>Varsity Football</u>	
Bench Supervisor and Movie Photographer. Outside City	\$38.50
<u>JV and Freshman Football</u>	
Supervisor	\$24.00
<u>Varsity Basketball</u>	
Supervisor, Ticket Takers	
2 Games Night	\$33.50
1 Game Night	\$29.00
2 Games Day	\$29.00
1 Game Day	\$26.50
<u>Varsity Basketball</u>	
PA Announcer, Scoreboard Operator, Timer, Scorer, Ticket Seller, Movie Photographer	
2 Games Night	\$37.00
1 Game Night	\$32.50
2 Games Day	\$32.50
1 Game Day	\$30.00
<u>Varsity Basketball Games (Away)</u>	
Scorer, Supervisor	
2 Games Night	\$38.50
1 Game Night	\$33.50
2 Games Day	\$33.50
1 Game Day	\$31.00
<u>Badminton, Volleyball, Freshman Basketball (1 game), Girls Basketball (1 game)</u>	\$17.00
Supervisor	\$20.50
<u>JV Soccer, Swimming, Volleyball, Indoor Track, Wrestling, Softball</u>	
Supervisor	\$20.50
<u>Girls Basketball (2 games)</u>	
Supervisor, Ticket Taker	\$24.00
Scorer, Timer, Ticket Seller	\$26.50
<u>Gymnastics, Basketball - Varsity and JV, Varsity Soccer</u>	
Scorer, Timer, Supervisor, Bench Supervisor	
In City	\$24.00
Outside City	\$26.50



## APPENDIX C - SPECIAL EDUCATION

### CLASS SIZE LIMITATIONS

*THE PARTIES AGREE TO REFER APPENDIX C TO A SUBCOMMITTEE FOR DISCUSSION.*

The parties agree that until and unless the subcommittee agrees to new language, the language below shall be in effect. However, the parties also understand and agree that if the Board creates new special education classes, that fall outside of the class size categories contained herein, the creation of such classes shall be made part of the subcommittee's discussion, and shall not be subject to arbitration. Further, nothing contained in Appendix C shall require the Board to create or maintain categories, classes or programs as they are described herein. The creation of classes shall be done in conformity with applicable law and based on the individual educational needs of each student.

Final class sizes for special education students shall be determined in accordance with the requirements of state and federal law. A special education class may vary somewhat in degrees of handicapping conditions. The number and nature of the children in a special class will be assigned to attempt to ensure adequate and effective instruction of all the children in the class.

The following list reflects the classes, programs and categories presently operated by the Hartford Public Schools and the guidelines for class size limitations for the life of this Agreement.

CATEGORY	GRADE	NUMBER OF STUDENTS
Autism	K-12	8 +2 with paraprofessional
Cross-categorical full-time	PK; half-day a.m. or p.m. sessions	7
Cross-categorical full-time	K	10
Cross-categorical full-time	1-3	11
Cross-categorical full-time	4-8	11
HTLA	K-5	8 with two paraprofessionals
HTLA	6-12	8 with two paraprofessionals
Inclusion	All levels	11
Intellectually Disabled	K-3	8
Intellectually Disabled	4-8	10 + 1
Intellectually Disabled	9-12	10 + 2
Multiply Handicapped	K-12	6
REACH	All levels	8 + 2

CATEGORY	GRADE	NUMBER OF STUDENTS
TOPS	Middle School	10
Cross-Categorical Resource	PK	20 +3
Cross-Categorical Resource	K-12	25
Language, Speech and Hearing	PK	35 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule at the elementary school; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	K-3	40 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	4-12	40 Students or a minimum 25 periods per week of service based on 7 period day schedule, whichever is greater

Notes:

1. A mandated student is a student who has a valid IEP.
2. A mandated student is counted as being assigned to a given teacher if the teacher is providing special education or related services to the student.
3. Special education class size will be subject to annual leveling no later than October 14<sup>th</sup> of each school year.
4. "Additional students" may be assigned to a particular class, program or category after consultation with the receiving teacher, and after taking into the account the factors listed in Section 10-76d(5) of the Regulations of Connecticut State Agencies.
5. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall bargain the impact of such change in this section, including the minimum number of periods per day and per week.

**APPENDIX D - SALARY FOR CERTAIN EXTRA PAY POSITIONS**

**2019-2022**

The extra pay rate applies to the following positions: Adult School, Home Instruction, Extra Pay/Extra Duty, Emergency Classroom Coverage, Unassigned Period

Summer School Rate: \$36 per hour

Extra Duty/Extra Pay Rate: \$33 per hour

## APPENDIX E - MISCELLANEOUS

### 1. Differentials

No member shall receive pro-rata pay for an extended school day or an extended school year and a differential simultaneously. Effective July 1, 2013, teachers working an extended day (8 hours) will be paid a 6.7% differential. Effective July 1, 2013, teachers working both an extended year and an extended day will receive a 22.7% differential (8 hour day during extended year). In schools that have the traditional schedule, under a seven-period day high school teachers asked to teach an additional period will receive one-seventh of their per diem rate. Under a six-period day, the rate would be one-sixth of their per diem rate. Teachers who work the eleven-month extended work year shall work an additional twenty-five (25) work days.

### 2. Mileage

The mileage reimbursement rate for teachers shall be the same as that provided non-bargaining unit employees.

3. The Hartford Federation of Teachers will be notified in the event a termination letter is sent to a teacher.

4. Teachers wishing to receive a stamped copy of any document brought to the Department of Human Resources for their personnel file should provide a duplicate copy which the Department of Human Resources will stamp and return to them.

5. New teachers will not be placed on a step higher than present Hartford teachers. (Subject to the provisions of Article V.)

### 6. Hartford Adult School Teachers

Hartford Adult School teachers who teach classes for which certification is required and are certified are recognized by the parties as being included in the teachers' bargaining unit. If there exists a conflict between this provision and Article I, Union Recognition, Article I and applicable law shall supersede this provision.

It is understood that Adult School teachers who are scheduled to teach classes for which certification is required for at least 15.5 hours or more per week will be considered rostered and shall be paid according to the teachers' salary schedule. If a member is clearly hired to teach 15.5 hours or more per week of classes, for which certification is required, and does teach such hours, then he/she be treated as rostered at the start of the assignment.

Adult School teachers who are scheduled to teach classes for which certification is required for less than 15.5 hours per week will be considered to be in non-rostered Board-Created Opportunities and shall be paid according to Appendix D of the Agreement. Where possible, these positions shall be combined to meet the standard of hours per week to make them rostered. All positions in special Adult School programs that- are

scheduled for ten (10) weeks or less shall be considered Board-Created Opportunities and shall be paid according to Appendix D of the Agreement. It is understood that Adult School teachers employed less than 15.5 hours will not be entitled to any greater rights and privileges and benefits than previously enjoyed. At the conclusion of the school year, where an Adult School teacher is not initially rostered, but teaches at least 15.5 hours per week of classes for which certification is required, he/she shall be treated as rostered for purposes of seniority and shall receive step movement, where appropriate. Further, he or she, for all purposes, shall be treated as rostered from that point forward, if he/she maintains the 15.5 hour minimum weekly. To determine whether an Adult School teacher meets the 15.5 hour requirement, the weekly hours shall be determined on a weekly average over the course of an entire school year.

Adult School positions with a scheduled starting time of 3:00 p.m. shall be considered annual positions and shall be posted annually in June or individually during the school year according to Article VIII, Section C.1. of the Agreement.

Adult School positions with a scheduled starting time prior to 3:00 p.m. shall be considered rostered if they meet the standard and shall be posted according to Article VIII, Section A.1. of the Agreement when they are created or become vacant.

It is further understood that Adult School teachers will be given the appropriate differentials for extended school day and/or year when assigned.

7. Distance Learning

No existing bargaining unit member shall be permanently replaced as a result of a distance learning program.

## APPENDIX F - LONGEVITY AND SEVERANCE

### A. Longevity

Teachers employed prior to the 1999-2000 school year who meet the service requirements, in active service (on payroll) or on paid sick leave shall accrue a longevity payment, one-half in January and one-half in July payable only in July according to the number of service years an employee will have served by June 30 of the school year in question. After completing ten (10) years of service in the Hartford Public Schools, teachers shall receive \$100 per year for each year of service.

10 years = \$100	18 years = \$ 900	26 years = \$1,700
11 years = \$200	19 years = \$1,000	27 years = \$1,800
12 years = \$300	20 years = \$1,100	28 years = \$1,900
13 years = \$400	21 years = \$1,200	29 years = \$2,000
14 years = \$500	22 years = \$1,300	30 years = \$2,100
15 years = \$600	23 years = \$1,400	31 years = \$2,200
16 years = \$700	24 years = \$1,500	32 years = \$2,300
17 years = \$800	25 years = \$1,600	33 years = \$2,400
		34 & up = \$2,500

Longevity payments will continue for unit members hired prior to July 1, 1999, except that the annual payment will only be issued to unit members receiving a satisfactory or better evaluation based on a definition of satisfactory to be agreed on after the pilot period of the evaluation instrument is completed.

Temporary teacher or long-term substitute experience in Hartford and military service to a maximum of four years incurred after appointment in Hartford are recognized. Fractions of a school-year (less than 180 days) are not counted and may not be accumulated.

### B. Severance Pay

Employees hired before July 1, 1995 shall be eligible for the following:

1. Upon the death of an employee or upon retirement, under the State pension plan, an employee or the employee's beneficiary shall be entitled to severance pay at the rate of one day's pay for each "full" day of accumulated sick leave credited to the employee at the time of termination in excess of 45 "full" days up to a maximum of 30 days' severance pay. If an employee is absent due to any extended illness during his/her final school year of service, the 45-day minimum accumulation requirement shall be reduced by one day for each day of such extended illness until the reserve of accumulated sick leave has been exhausted. An extended illness for the purpose of this clause shall be defined as one requiring absence of 15 or more consecutive days. Teachers in the system who were hired before July 1, 1995 may, in the alternative, elect to be paid under the formula set forth in Subsection 2.

2. Upon the death of an employee or upon retirement under the State pension plan, an employee, or his/her beneficiary, shall be entitled to severance pay at the rate of one day's pay at the employee's current daily rate times the product of the total unused accumulated sick days multiplied by a factor of 30%. The daily rate would be determined by dividing the teacher's annual salary by 180.
3. In order to receive severance pay on the date of retirement or the first payroll date thereafter, employees who plan to retire from April 1 through June 30 of any year must give at least 180 calendar days' prior notice of their definite intention to retire. Employees who plan to retire at any other time of the year must give at least ninety (90) calendar days' notice. These notice requirements shall not be applicable to employees who die or become physically disabled in such a way as to force their retirement. In the event that an employee, subject to these notice requirements, fails to comply with said notice requirements, severance pay shall be paid within 180 days after the day of notice of retirement.
4. An eligible teacher who terminates or whose employment is terminated for any reason other than death or retirement shall have no right to compensation for unused sick leave.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND  
THE HARTFORD FEDERATION OF TEACHERS  
LOCAL NO. 1018, AFT, AFL-CIO**

The Board and the HFT agree that the Board of Education may convert an existing public school or establish a new public school as an Innovation school in accordance with Public Act 10-111.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2011.

FOR THE HARTFORD BOARD  
OF EDUCATION

FOR THE HARTFORD FEDERATION  
OF TEACHERS, LOCAL NO. 1018, AFT,  
AFL-CIO

By \_\_\_\_\_

By \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND  
THE HARTFORD FEDERATION OF TEACHERS  
LOCAL NO. 1018, AFT, AFL-CIO**

The Board and the HFT agree that all members of the HFT, as a condition of employment, must permit the Department of Children and Families to release outcomes of investigations of abuse or neglect to the district. In the event that DCF releases anything other than the outcome in the case of a non-substantiation, the information from DCF shall not be used in any proceedings.

FOR THE HARTFORD BOARD OF  
EDUCATION

FOR THE HARTFORD FEDERATION  
OF TEACHERS

BY: \_\_\_\_\_

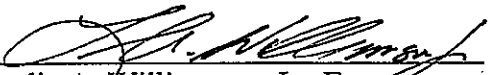
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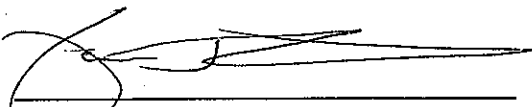
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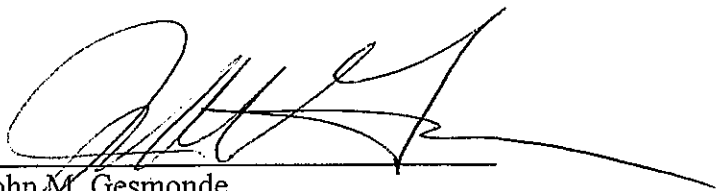
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**III. Arbitrators' Signature Page and Oaths**

*In the Matter of Hartford Board of Education*  
*-and-*  
*Hartford Federation of Teachers*  
Section 10-153f of the Connecticut General Statutes  
Interest Arbitration Award

  
\_\_\_\_\_  
Leslie A. Williamson, Jr., Esq.  
Representing the Interests of the Public in General

  
\_\_\_\_\_  
John M. Romanow, Esq.  
Representing the Interests of the Hartford Board of Education

  
\_\_\_\_\_  
John M. Gesmonde  
Representing the Interests of the Hartford Federation of Teachers

In the Matter of Binding Arbitration

Between

HARTFORD Board of Education

-and-

HARTFORD FEDERATION OF TEACHERS

Subject \_\_\_\_\_  
(Last Best Offer Binding Arbitration)

**OATH FOR  
CHAIRPERSON OF ARBITRATION PANEL OR SINGLE ARBITRATOR**

STATE OF CONNECTICUT

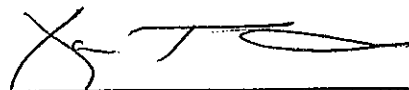
COUNTY OF HARTFORD

ss: HARTFORD

The undersigned, representing the interests of the public in general, being duly sworn and being aware of the requirements for impartiality, hereby accepts the appointment as Chairperson of the Arbitration Panel or Single Arbitrator to arbitrate the above subject and will faithfully and fairly hear and examine the matters in controversy between the above-named 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.

  
\_\_\_\_\_  
Chairperson, Arbitration Panel or Single Arbitrator

Subscribed and sworn to before me this 3<sup>rd</sup> day of JANUARY, 2019.

  
\_\_\_\_\_  
Signature and Title  
Comm of Superior Court

In the Matter of Binding Arbitration

Subject \_\_\_\_\_

between

Last Best Offer Binding Arbitration

Hartford Board of Education

and

Hartford Federation of Teachers

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

STATE OF CONNECTICUT

COUNTY OF Hartford

ss: Hartford

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.

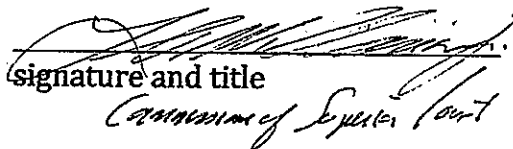
Signed



John Romanow, Esq.  
Arbitrator representing the  
interests of the local and regional  
boards of education

Subscribed and sworn to before me this 3<sup>rd</sup> day of January 2019.

signature and title



Commissioner of Superior Court

In the Matter of Binding Arbitration

Between

Hartford Board of Education

-and-

Hartford Federation of Teachers

Subject \_\_\_\_\_  
(Last Best Offer Binding Arbitration)


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

STATE OF CONNECTICUT

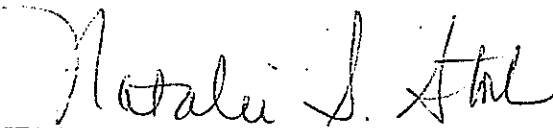
COUNTY OF NEW HAVEN

ss: HAMDEN

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 23rd day of January, 20 19.

  
Signature and Title

Natalie S. Stook  
Notary Public  
My Commission Expires: 8/31/2020

**ATTORNEY-CLIENT PRIVILEGED**

**Hartford Board of Education**

**Key Provisions of Award for Hartford Federation of Teachers, Local No. 1018, AFT, AFL-CIO**

**February 8, 2019**

<u>Issue</u>	<u>Agreement</u>						
Duration	The proposed new agreement represents a three (3) year term, effective July 1, 2019 through June 30, 2022.						
Health Insurance	<p>All members of the Union will now switch to a High Deductive Health Plan (former PPO plan will no longer be offered and language concerning the PPO plan has been removed). Language concerning the HDHP contained in Appendix F moved to the body of the contract.</p> <p>Deductible is \$2,000 for a single employee and \$4,000 for a family;</p> <p>Cost share is as follows:</p> <table data-bbox="609 1207 852 1312"> <tr> <td>2019–2020:</td> <td>17%</td> </tr> <tr> <td>2020–2021:</td> <td>18%</td> </tr> <tr> <td>2021–2022:</td> <td>19%</td> </tr> </table> <p>The Board will pay 50% of the applicable deductible  For 2019-2020, the first payment will be on July 1st and on September 1st  For each year thereafter, payments will be on July 1st and then on January 1<sup>st</sup></p>	2019–2020:	17%	2020–2021:	18%	2021–2022:	19%
2019–2020:	17%						
2020–2021:	18%						
2021–2022:	19%						
Sick Leave Bank	<p>Sick leave bank now only applies to those employees who join the Union.</p> <p>If a member does not have enough sick leave to donate to the sick bank at the time of joining the Union, he/she can still use the sick bank without contribution.</p> <p>Contribution to the sick bank will occur when the Board makes its first dues deduction.</p>						
Longevity and Severance	Grandfathered Longevity and Severance provisions have been moved from the body of the contract to the Appendix as they apply to very few teachers. No change in language.						

<u>Issue</u>	<u>Agreement</u>
Discipline	Verbal warnings and counseling letters are not subject to the grievance process.
Voluntary Transfers	Teachers retain the ability to voluntarily transfer to another position. They can provide two choices; however, now, if a position closes due to budgetary reasons, the teacher may make another choice.
Class Size	<p>If a Unified Arts class size exceeds the recommended size by more than 5 students, then the provisions of Appendix C (concerning special education classes [now modified to address Unified Arts Classes]) will go into effect and the maximum size of the class cannot exceed a certain amount depending on the grade level.</p> <p>Appendix C has been modified to include three new categories for Unified Arts and permits further discussions if a Unified Arts class size exceeds the limits contained within the Appendix.</p>
Union Dues	<p>Language has been changed to permit the choice of joining the Union and paying dues. Service fees are no longer mandatory.</p> <p>Language has been added allowing the Board to stop deducting Union dues upon written notice from an employee.</p>
Salary	<p>Salaries will have an overall increase of 6.39% over three years (this number includes applicable step movement)</p> <p>2019–2020:  All steps except for top step reduced from prior year  Top step received an increase of \$1,500 over prior year  Step movement for all eligible teachers  Total cost: 2.4%</p> <p>2020–2021:  New top step created with an increase of \$1,500 over top step from prior year  All steps except for top step reduced from prior year  Step movement for all eligible teachers  Total cost: 2%</p> <p>2021–2022:  All steps except for top step reduced from prior year  Top step increased by \$1,000 over top step from prior year  Step movement for all eligible teachers  Total cost: 1.99%</p>
Global Changes	<p>All references to “Chief Labor and Legal Services Officer” changed to “Superintendent or his/her designee”</p> <p>All references to “Chief Talent Officer” changed to “Executive Director of Human Resources or his/her designee.”</p>

STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION

\_\_\_\_\_  
In the Matter of )

HARTFORD BOARD OF EDUCATION )

-and- )

HARTFORD PRINCIPALS AND )  
SUPERVISORS' ASSOCIATION )  
\_\_\_\_\_ )

Interest Arbitration Award  
Under Section 10-153f  
Connecticut General Statutes

February 7, 2019

**STIPULATED ARBITRATION AWARD**

Arbitration Panel:

Gerald T. Weiner, Esq., Chair, Representing the Interests of the Public

John M. Romanow, Esq., Representing the Interests of the Hartford Board of Education

James Ferguson, Representing the Interests of Hartford Principals and Supervisors' Association

Appearances:

For: Hartford Board of Education

Kevin Roy, Esq.

Shipman & Goodwin, LLP

One Constitution Plaza

Hartford, CT 06103-1919

For: Hartford Principals' And Supervisors Association

John Gesmonde, Esq.

Gesmonde, Pietrosimone & Sgrignari, LLC

3127 Whitney Avenue

Hamden, Ct. 06518



## **CONTENTS**

- I. The Proceedings
- II. Stipulated Award
- III. Arbitrators' Signatures and Oaths

## **I. The Proceedings**

The Hartford Board Of Education (hereinafter Board) and the Hartford Principals' and Supervisors Association (hereinafter Association) are parties to a Collective Bargaining Agreement. Pursuant to the applicable provisions of Section 10-153a et seq. of the Connecticut General Statutes, as amended, the parties commenced negotiations on a successor agreement. Unable to resolve their disputed issues in either negotiations or mediation, the parties submitted the matter to arbitration before this Arbitration Panel.

In accordance with the timelines of the aforementioned statute and pursuant to Notice sent by the Connecticut Department of Education, the Arbitration Panel commenced the arbitration proceeding on January 3, 2019, at the Hartford Board of Education, 960 Main St. Hartford, Connecticut. This initial session was administrative in nature. A second arbitration hearing was scheduled for January 26, 2019. A third hearing was scheduled for January 28, 2019. The hearings scheduled for January 26 and 28 , 2019 were cancelled by the parties.

The parties notified the Arbitration Panel on January 25, 2019 that they had reached agreement on all outstanding issues. Thereafter, the Board and the Association jointly filed their stipulations with the Panel.

Section 10-153f(c)(4) of the Connecticut General Statutes states, in pertinent part, "At any time prior to the issuance of a decision by the arbitrators or the single arbitrator, the parties may jointly file with the arbitrators or single arbitrator, any stipulations setting forth contract provisions which both parties agree to accept."

Based upon this statutory directive, the Arbitration Panel accepts the parties' jointly filed stipulations and issues this Stipulated Award.

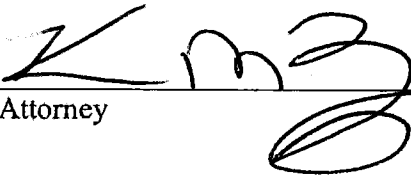
## **II. Stipulated Award**

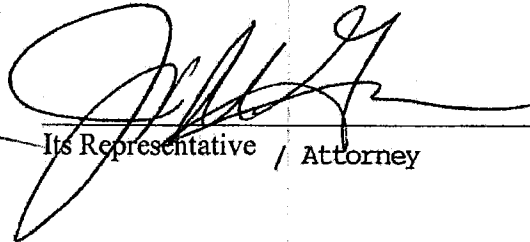
**AGREEMENT BETWEEN**  
**THE HARTFORD BOARD OF EDUCATION**  
**AND**  
**THE HARTFORD PRINCIPALS' AND**  
**SUPERVISORS' ASSOCIATION**  
**LOCAL NO 22, AFSA, AFL-CIO**

**July 1, 2019 – June 30, 2022**

For the Hartford Board of Education:

For the Hartford Principals' and  
Supervisors' Association

  
Its Attorney

  
Its Representative / Attorney

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**AGREEMENT  
BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND  
THE HARTFORD PRINCIPALS' AND  
SUPERVISORS' ASSOCIATION  
LOCAL NO. 22, AFSA, AFL-CIO**

AGREEMENT in accordance with the provisions of Connecticut General Statutes § 10-153 the HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the HARTFORD PRINCIPALS' AND SUPERVISORS' ASSOCIATION, LOCAL NO. 22, AFSA, AFL-CIO (hereinafter referred to as the "HPSA").

**ARTICLE I  
RECOGNITION**

- A. The Board recognizes the Hartford Principals' and Supervisors' Association, Local No. 22, AFSA, AFL-CIO as the exclusive bargaining representative of all those certified professional employees who are employed by the Board of Education of the City of Hartford and who are eligible for membership in the "administrators' unit" as defined in § 10-153b(a) et seq. of the Connecticut General Statutes with respect to salaries, hours and other conditions of employment. Nothing in this clause shall alter the rights of the parties under subsequent legislation regarding their bargaining relationship.

**ARTICLE II  
BOARD PREROGATIVES**

It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Hartford in all its aspects, including but not limited to the following: to take all actions necessary to implement the Strategic Plan; to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Hartford; to give the children of Hartford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign, train, and transfer administrators; to suspend or dismiss the administrators of the schools in the manner provided by statute or ordinance; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public

schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend money appropriated by the City for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

### **ARTICLE III PROFESSIONAL STATUS**

- A. It is recognized that the HPSA is composed of members of the Administration charged with interpreting and enforcing Board policies at the school or department level and as members of the profession have the interest of professionals in their work.
  
- B. The Superintendent of Schools shall meet monthly with bargaining unit members of the HPSA to discuss matters of educational policies and professional concern, as well as matters relating to the implementation of this Agreement. Policies adopted or maintained as a result of such meetings shall not be inconsistent with the terms of this Agreement nor shall they be contrary to Board policies or other bargaining unit Agreements. The HPSA will comply with any request by the Superintendent or his/her Superintendent level representative to meet with the officers or the duly designated representatives of the HPSA.
  - 1. The Committee of the HPSA for this purpose shall consist of three (3) to five (5) except that additional members can be brought in to speak on specific items of interest.
  - 2. The Superintendent shall meet in person or through his/her designated superintendent level representative and may include at the meeting such members of his/her administrative staff as he/she may desire.
  - 3. The HPSA and the Superintendent will submit, at least one week in advance of such meetings, items which they wish to be placed on the agenda for discussion.

- C. Except in cases of emergency or unforeseen circumstances, reasonable efforts will be made to provide the agenda of each Board meeting to the HPSA at least 24 hours in advance.
- D. All administrators governed by this contract when grieved by a member of any other union in the performance of their duties shall be notified of the grievance hearing at a reasonable time before the hearing to prepare jointly a proper position but the administrators must keep the Office of Labor and Legal Services aware of grievances. Nothing in this section shall prevent the Office of Labor and Legal Services from departing from this procedure if, in the judgment of that office, such departure is warranted under the circumstances. If the Office of Labor and Legal Services has determined to depart from this procedure, the Administrator shall be so notified.
- E. If a multiday summer in-service session is planned, the summer in-service schedule (not to exceed 10 days) will be planned and implemented by the Superintendent. A final schedule shall be submitted to the Association on or before April 15<sup>th</sup>. Nothing in this paragraph shall be interpreted to prohibit the scheduling of one or more single days of in-service training in July and/or August, which may be mandatory for any administrator who is scheduled to work on the date of the training. In the event that the schedule is published after April 15<sup>th</sup> of each year, any administrator who has previously had a vacation approved shall not be required to attend the training.

**ARTICLE IV  
SALARIES AND RELATED BENEFITS**

- A. The salary schedules are set forth in Appendix A.
- B. All administrators will be paid on a biweekly basis, on the twenty-six pay plan. The Board may require direct deposit and provision of electronic notification of pay at its discretion.
- C. Fringe benefits are set forth in Appendix B.
- D. Increases in an administrator's salary for any given year, including any increments or movement within the grid when applicable and general wage increases when applicable on the salary schedule are not to be considered as automatic, but will be based on satisfactory evaluations as determined by the Superintendent or his/her designee. If no evaluation of any kind is made pursuant to the board of education's evaluation process on an administrator, he or she shall receive any salary increase, including general wage increase and any increments or movement within the grid to which he or she would otherwise be entitled, in any year in which increments or movement within the grid are granted.



- E. Placement on the salary schedule shall be in accordance with proper grid placement according to the position the administrator holds.
- F. In determining the initial placement on the salary schedule for administrators new to Hartford, credit may be granted for similar experience in other communities and the administrator shall be placed on the appropriate step of the salary schedule.
- G. Any administrator who is officially promoted (on a non-acting basis) to a position which is at a higher grid level than the position he or she held prior to the promotion shall be placed on that step of the salary grid which guarantees him/her a dollar amount of at least two thousand five hundred dollars (\$2,500). In addition, such administrator shall be entitled to an additional increment on the new salary schedule on July 1st if (a) such administrator was appointed to such promotional position prior to January 1st or if (b) such administrator's new salary in the promotional position is not higher than the prior salary by a dollar amount equal to at least five thousand dollars (\$5,000) (on the salary grid of the position formerly held by the administrator). In no instance shall the administrator's new salary be higher than the maximum set forth on the salary schedule for such promotional position. An Assistant Principal or Dean who is promoted to a position of Principal shall receive an increase of at least seven thousand dollars (\$7,000) when being placed on the range.
- H. The parties recognize that the Superintendent may assign additional duties and responsibilities to an administrator.
- I. If an administrator serves in a promotional position on an acting basis for more than 10 days, he or she shall be paid at the lowest step of the salary grid applicable to the promotional position that provides an increase to the administrator. When the employee leaves the acting position, he or she shall be returned to the salary applicable to his or her regular position.
- J. Whenever the Superintendent or the Board of Education alters the terms or conditions of employment of a bargaining unit member to the extent that impact bargaining is required by law, the parties shall bargain over the impact of such change. This provision shall not be subject to the grievance procedure.
- K. No administrator shall be disciplined or reprimanded in writing or suspended without pay without just cause. If an administrator is to be formally disciplined, reprimanded or suspended without pay, he/she shall be entitled to receive a statement of the reasons in writing, be allowed to explain his/her position on the matter, and to have a representative of the HPSA be present if he/she so desires.

- L. An administrator placed in a position with a lower salary than his or her prior position shall be paid the salary of the prior position for one hundred and twenty days. Thereafter the administrator shall be paid the rate on the grid for his or her new position commensurate with his or her years of experience. This provision shall not apply to position eliminations as discussed in Article XV. Instead, Article XV(G) shall apply where a member's position has been eliminated.
- M. The Administration may offer "signing stipends" to prospective internal and external applicants or transfers (voluntary or involuntary) for appointment (permanent or acting) to positions in the bargaining unit or work stipends for bargaining unit members. The signing stipends or work stipends to bargaining unit members shall be in an amount not to exceed twenty percent of the base annual salary. The Administration can place conditions on the provision of the stipend, such as commitment to position, if such is clear and voluntary. This provision shall not be subject to the grievance procedure.
- N. The Administration may offer, in its sole discretion, a moving/relocation stipend to new hires in an amount not to exceed \$10,000. This provision shall not be subject to the grievance procedure.

## **ARTICLE V GRIEVANCE PROCEDURE**

### A. Definition

A grievance shall mean a complaint by an employee that he/she has been subjected to arbitrary, or capricious policy or practice or that his/her rights under the specific language of the Board policy manual or this Agreement have been violated or that as to him/her there is a misinterpretation or misapplication of the specific provisions of the Board policy manual or of this Agreement, or a claim that there has been a failure to follow the procedure of the District's evaluation plan. As used in this Article, the term "employee" shall mean either: (1) an individual employee; (2) a group of employees having the same grievance, or (3) the HPSA. Grievances brought by the HPSA shall be brought in the name of the aggrieved, or in the name of its president, where the complaint involves more than one school. The grievance shall remain as presented in writing at the first step of the procedure and the nature of the grievance shall not be changed during the grievance process.

"Work days," for purposes of this Article, shall mean any day that the district (Central Office) is open.

Step 1: A bargaining unit member must submit his/her grievance in writing and such grievance must be received by the immediate supervisor within ten (10) work days of

the date when the events giving rise to the grievance occurred. The timeline for a grievance involving the procedural aspects of a yearly evaluation begins from the date when he/she received his/her end of year evaluation. Such submission shall be made to the immediate supervisor for a satisfactory adjustment. The written grievance must indicate the specific nature of the grievance and the contract provision(s) alleged to be violated. Such immediate supervisor may request a meeting with the bargaining unit member prior to making his/her decision, but in any event must render his/her decision within ten (10) work days of the submission. The bargaining unit member may be accompanied by a HPSA representative if he/she so desires at any such meeting.

Nothing in this provision shall prohibit a bargaining unit member from informally discussing his/her problem with the involved supervisor, prior to filing a grievance. However, the time limits for filing the initial grievance may only be waived or extended by written agreement between the Superintendent (or specified designee) and the HPSA President (or designee).

Step 2: If no satisfactory settlement is reached after presentation of the grievance at Step 1, the grievance may be pursued by the Union to the Superintendent or his/her designee by providing the Superintendent or his/her designee with a copy of such grievance and requesting a meeting in writing, within ten (10) work days of the decision of the Supervisor at Step 1 or not later than ten (10) work days following the expiration of the time limits for making such a decision, whichever shall occur first. The Superintendent or his/her designee will schedule a meeting with the Grievant to attempt to resolve the issues related to the grievance within twenty (20) work days following the bargaining unit member's filing the grievance with the Superintendent or his/her designee. The Superintendent or his/her designee shall have ten (10) work days after holding the meeting to issue a written decision. A copy of the decision shall be provided to both the Grievant, if a Grievant was present at the meeting, and the HPSA.

Step 3: In the event that a grievance involving the application or interpretation of the specific provisions of this Agreement is not settled at Step 1 or Step 2, then the HPSA may seek arbitration of the grievance. No bargaining unit member may file for arbitration as an individual, but only the HPSA may file an appeal to arbitration hereunder. The HPSA's request for arbitration shall be in writing and must be filed with the American Arbitration Association with a copy to the Superintendent or his/her designee within ten (10) work days after the receipt of Superintendent's (or his/her designee's) decision at Step 2 or not later than ten (10) work days following the expiration of the time limits for making such a decision, whichever shall occur first.

Neither any provisions of this Agreement which are stated as a matter of policy nor the promulgation of a new or amended Board policy nor any grievance based upon a policy of the Board nor any complaint by an employee that he/she has been subjected to an arbitrary or capricious policy or practice shall be subject to arbitration. The decision of the Superintendent or his/her designee regarding such grievances shall be final.

The decision of the arbitrator(s) shall be final and binding upon both parties, except as otherwise provided by law. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

**B. General Provisions**

1. The specific provision(s) of the Agreement which are alleged to have been violated in the matter must be identified in the submission.

2. The parties shall share equally in the general cost of the arbitration, including the arbitrator's fee, but shall be responsible for bearing their own respective costs associated with the arbitration process. If a postponement is necessary for one party, that party must pay the postponement fee. If the parties mutually agree to a postponement, they shall share equally the costs of any such fee.

3. In the event that the Board's representative does not provide the HPSA with a timely response to the grievance following the meeting of the parties or if the meeting is not scheduled within the timelines described above, the bargaining unit member or, if appropriate, the HPSA may proceed with the next step of the grievance procedure provided that the HPSA or the bargaining unit member, if appropriate, does so within the specific time limits set forth above.

4. Any grievance, as defined above, not presented for disposition through the grievance procedure described above within ten (10) work days of the date when the events giving rise to the grievance occurred, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered or an acceptance of a denial, if no decision was rendered, and such decision/denial shall thereafter be binding upon the aggrieved and the HPSA. The time limits specified at any step after Step 1 may be extended in any particular instance by written agreement signed by both the Superintendent or his/her designee and an officer of the HPSA.

5. Grievances arising from the action of an official other than the immediate supervisor shall be filed with the involved administrator.

6. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during the work hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of this section are defined as the grievant or grievant(s) and their appropriate HPSA representative. Qualified witnesses shall also be permitted to attend meetings, but only for the duration of such witness' testimony.

7. The HPSA will be notified, in advance, of the time and location of grievance meetings held by the Superintendent or his/her designee.

8. The HPSA shall have the right to initiate a grievance or appeal from the disposition of a grievance of any bargaining unit member or group of members at any step of this procedure.

## **ARTICLE VI SABBATICAL LEAVE OF ABSENCE**

Sabbatical leave may be granted to one administrator for each year of the contract.

1. **Purpose:** Sabbatical leaves for administrators are granted for professional improvement only, and these leaves are only for purposes designed to benefit the school system. These leaves are not a right, but rather a privilege or a reward for superior service.
2. **Duration of Leave:** Sabbatical leave in the Hartford School System is granted for a full year or for a full semester. It is not granted for a portion of a semester. When sabbatical leave is granted, in general it shall last from July 1st to June 30th.
3. **Eligibility:** No administrator can be granted a sabbatical leave unless he/she has completed seven (7) years of continuous service as an administrator in the Hartford School System.
4. **Process of Selection:** All candidates for sabbatical leave for the school year or for either semester should apply, in writing, to the Office of Talent Management on or before the third Monday in April. Each applicant is required to present, in writing, a carefully elaborated plan of study or a project, the successful completion of which will promise real benefit both to the employee and to the Hartford School System.

Candidates are selected by a committee of three appointed by the Superintendent. In granting leaves, the Committee gives preference to an administrator who gives promise of a considerable number of years of service in the Hartford School System.

5. **Requirements to be met:** Administrators who are granted leaves are required at the conclusion of their leaves to return to the Hartford School System and continue in Hartford service for not less than two years. They must submit a written agreement to the effect that if they do not return to Hartford service upon termination of leaves, they will refund all sums of money paid them by the Board of Education during their

sabbatical leaves within a six month period. Unusual cases are presented to the Board for review.

Upon completion of sabbatical leaves, administrators are required to submit to the Assistant Superintendent a written report on the work completed while on leave. These reports are included in their personnel folders.

6. Financial Arrangements: Administrators on sabbatical leave receive the difference between their regular salary and the salary paid their replacement. However, in cases of administrators with legal dependents (spouse and children only, said spouse not being gainfully employed during the year of leave), there is provided an additional (family) allowance of \$1,000 per dependent. Whenever administrators are awarded fellowships by universities or foundations, consideration is given to the size of grant given these administrators by the universities or foundations involved and the Superintendent will determine the appropriate amount to be paid them while on sabbatical leave, not to exceed, in combination with the foregoing, their regular salary. Administrators who are granted sabbatical leave must agree not to accept gainful employment while on leave. Exceptions may be made by the Superintendent if the administrator on leave is granted a college or university fellowship involving a minor teaching assignment. In such cases, the Superintendent will recommend, for Board consideration and approval, an appropriate financial adjustment.
7. Return to System: The administrator and the Board or designee may agree prior to the granting of the sabbatical leave that upon return to the school system from a sabbatical leave, the person shall be reassigned to his/her position with credit on the salary grid for that year spent on sabbatical, providing the person has notified the proper Board Administrator of his/her intention to return prior to June 1st of the year of his/her return. Any condition that might affect such reassignment such as job elimination or transfer shall be made in accordance with the terms of this contract.

## ARTICLE VII MISCELLANEOUS

- A. Where practicable, it shall be the policy to consult members of the bargaining unit on the assignment of personnel to his/her school or citywide department affected by the assignment.
- B. Whenever a regular calendar school day is shortened in length, delayed in opening, or entirely closed down because of an emergency situation, which is

unforeseen (such as a snow day, heat loss, etc.), the school administrators, principal and/or assistant principal, as usual, will be responsible for checking their buildings, although they may or may not be at the building site all day using their own judgment and directing staff accordingly.

C. Administrative Vacancies

1. All administrative vacancies that are to be filled by permanent appointment shall be posted for a minimum of two (2) calendar weeks before a permanent appointment is made. Posting shall not be required if the School Governance Council ("SGC") recommends and the Superintendent accepts an Acting or Associate Principal for a permanent principal's position at that school. In addition, the Administration shall be permitted to exempt one position per fiscal year from the posting process with simultaneous notice to the Union; and further, the Board may request a waiver of the posting process from the Union President in cases where the Board believes posting is not appropriate. Nothing herein shall prohibit general posting for a pool of candidates for dean and assistant principal positions provided that candidates are given the option to apply for all or only some of the positions which may be covered. The Board will make every effort to keep the Union apprised as soon as specific positions open which may be filled from the pool.
2. An administrative position will be filled on an acting basis when, in the opinion of the Superintendent, it best serves the interest of the Hartford School System. All initial and/or promotional appointments may, in the discretion of the Superintendent, be made as acting appointments for a period not to exceed one calendar year. During that time, acting administrators may be removed from their positions at any time, in the discretion of the Superintendent. An acting administrator has no right to the position at the end of the initial period of service in an acting capacity, unless he or she is selected as part of the process for filling vacancies. If an administrator is not selected for the position, he/she shall be returned to a position in the same classification as his/her previous position.
3. Reimbursement for Losses: The Board will allocate \$1,000 for the purpose of reimbursing administrators for loss, excluding cash, damage to personal property (other than motor vehicles) incurred while on school duty.

The Board will also allocate \$5,000 for the purpose of reimbursing administrators for damage to their motor vehicles while on school duty.

All reimbursements for the foregoing will be held until the end of the fiscal year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose. Otherwise, prorated reimbursement will be made according to the demands on the respective funds.

In all cases, any such payments shall not duplicate those covered by the administrator's insurance. The administrator must submit a claim for loss through his/her insurance company, if any, and then submit the claim losses, which are not covered by his/her insurance to the Hartford Board of Education.

4. A copy of the collective bargaining agreement will be provided to all unit members.

## **ARTICLE VIII UNION SECURITY**

### Dues Deductions

Upon notice from the HPSA, the Board agrees to deduct via payroll dues for all members of the bargaining unit. The proper deduction will be made each month from the employee's salary and forwarded to the HPSA. Upon payment thereof to the HPSA, the Board shall be held free and harmless from any liability in handling such HPSA dues and may require a release from the HPSA.

The HPSA shall indemnify and hold the Board and City harmless against any and all claims, demands, liabilities and lawsuits, which may arise out of or by reason of actions taken by or against the Board or the City of Hartford as a result of the conditions of employment set forth in this article as well as the administration of the HPSA security agency fee provisions and check-off provisions of this article.

## **ARTICLE IX LEAVES OF ABSENCE**

### A. Pregnancy Disability

Any administrator who becomes pregnant shall so notify the Superintendent or his/her designee as soon as practicable. Leave shall begin when, in the opinion of her doctor, the administrator is no longer physically able to work. Except in those cases in which the federal Family and Medical leave Act ("FMLA") authorizes the Board to delay a return to work from a Pregnancy Disability Leave until the beginning of the subsequent semester or school year, such a



Leave shall expire when, in the opinion of her doctor, she is physically able to return to work. The administrator shall be assigned to a position within the same classification upon return.

B. Child-Rearing Leave

All administrators are entitled to Child-Rearing Leave in accordance with the federal Family and Medical Leave Act ("FMLA"). Any administrator who has acquired teacher tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, shall be granted leave for child-rearing purposes in excess of the FMLA requirements, as set forth in this paragraph, below. Such leave shall begin either at the expiration of Pregnancy Disability Leave or at the start or at the mid-point of the school year, and shall end either one-half or one full school year later. The administrator must inform the Office of Talent Management of his/her intent to return to service thirty (30) days before the end of the leave. Upon his/her return within one calendar year, the administrator shall be assigned to a position within the same classification.

C. Personal Leave

Employees shall be permitted absences, without loss of pay and with deduction from sick leave accumulation, up to a total of not more than five (5) days in any school year for any or all of the following:

- a. In the event of serious illness or death of spouse, father, mother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household, not to exceed three (3) days in any school year;
- b. Holy days not to exceed three (3) days in any year;
- c. Quarantine;
- d. Absence for father for birth of child to mother or for adoption of child not to exceed two (2) days in any year;
- e. Temporary absence for personal reasons limited to situations not under control of the employee, which make such absence from service necessary. Prior approval must be given by the supervisor.

All requests for personal leave must be made in writing to the supervisor. Each such request shall state, with specificity, the reason for the requested leave. Except in cases

of emergency, such requests must be received by the Supervisor no less than forty-eight (48) hours prior to the commencement of the requested leave.

If an administrator working an eleven month schedule has exhausted his/her personal leave and requests bereavement leave for an immediate family member, as defined above, the Superintendent or his/her designee, in his or her sole discretion, may grant such bereavement leave with or without pay. The decision of the Superintendent or designee with respect to the granting of the leave shall not be subject to the grievance procedure.

**D. Family & Medical Leave**

**Eligibility:**

- a. Each employee covered by the federal Family and Medical Leave Act shall be entitled to take leaves of the type and to the extent allowed by the Act. Any other leaves provided for in this Agreement which are also covered by the federal Family and Medical Leave Act, as amended from time to time, shall be included in the entitlement provided by this section and shall not be in addition to such entitlement.
  - b. If an employee's spouse is also employed by the Board, the combined total number of weeks of leave to which both may be entitled under this Section for the birth or adoption of a child shall not exceed twelve weeks.
- E. If any provision in this Article conflicts with any state or federal statute at any time, the terms of the statute shall prevail.

Sections D and E are included for informational purposes only and shall not be subject to the grievance procedure. The parties understand that members may enforce statutory rights through the Department of Labor.

**ARTICLE X  
TRANSPORTATION ALLOWANCE**

All administrators covered by this Agreement who are required to use their own personal transportation during the workday shall be reimbursed at the IRS rate. Those approved for a "flat rate" shall receive sixty dollars (\$60.00) per month. Administrators using their own transportation shall add the Board as an additional named insured on their personal car insurance policy provided such addition does not result in an increase in cost to the administrator.

**ARTICLE XI  
JOB DESCRIPTION**

Before a present administrative unit job description is changed or one written for a new position, the Superintendent or his/her designee shall share its contents with the HPSA prior to filling a new position or implementing a new job description.

**ARTICLE XII  
FAIR PRACTICES**

- A. The Board and the Union agree not to unlawfully discriminate in the application of the terms of this contract against any teacher protected under state or federal discrimination laws, as may be amended from time-to-time.
- B. The Board and the Union agree that they shall not discriminate, engage in reprisals or punitive action against any grievant or member of the bargaining unit for his/her participation in or nonparticipation in any protected activity as set forth in Connecticut General Statutes, Sections 10-153a through 10-153r.
- C. The provisions of paragraphs A and B above reflect the parties' understanding of their legal obligations. Any alleged violation of this paragraph shall be subject to resolution procedures established by law and shall not be subject to the grievance procedure.
- D. Except as may be provided in Article IV(L), Article XV, and Article VII(C) no administrator shall be reduced involuntarily in status or pay without just cause.

**ARTICLE XIII  
PERSONNEL FILES AND EVALUATIONS**

- A.
  - 1. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.
  - 2. No anonymous letters or materials shall be placed in an administrator's personnel file.
  - 3. Only a certified supervisor and/or personnel administrator shall submit critical material to the administrator's file.
    - a. The administrator will be provided with a copy of the document that includes critical material prior to the document being submitted to the administrator's file.

- b. If, pursuant to the grievance process, a document containing critical material is ordered out of the file it will be removed from the administrator's personnel file.
- 4. Administrators shall be permitted to file grievances only regarding the process of evaluations, which shall proceed within ten days of the date when the administrator knew or should have known of the alleged violation.
- B. The administrator, upon request, has the right to review the contents of his/her personnel file at any time during the year provided that the time is mutually agreeable to both the employee and the Executive Director of Human Resources or his/her designee. This opportunity represents the implementation of the democratic concept that the individual has the right to be fully aware of any developments that concern his/her actions. A member of the staff of the Office of Talent Management shall be present at all times.
- C. The administrator has the right to reply to any document with a formal letter addressed to the Superintendent. This letter will be placed in the file.
- D. An administrator has the right to have reproduced any document in his/her personnel folder. The cost of reproducing such documents shall be paid by the administrator at the approximate cost to the Board.

#### **ARTICLE XIV SCHEDULED EARLY DISMISSAL DAYS**

On those days scheduled to be early dismissal days for students, when teachers have completed their duties, the work day of the school administrators shall be in accordance with their work demands, provided that any request to leave by the principal has been approved in advance by the Superintendent or his/her designee.

#### **ARTICLE XV TRANSFER PROCEDURE AFTER ELIMINATION OF UNIT POSITIONS**

The following system shall be employed when the Board determines that it is necessary to eliminate unit positions. This procedure shall in no way preclude the Superintendent from making any transfer or reassignment, subject to XII D, provided he or she may not transfer or reassign an administrator to a subordinate classification when a reduction in force situation is involved unless it is in accordance with the following procedure. Reduction in force and recall shall be based on seniority in the manner described in this article. Seniority shall be based on the date that an administrator was appointed to a bargaining unit position.

In the case of a tie, total years of continuous service in the Hartford Public School System shall prevail. Sabbatical leave shall count toward seniority.

- A. If an administrator's position is eliminated, he/she shall have displacement (bumping) rights of other members with less seniority at the same school, location or department within the same exact position category/title if she/he has an equal to or higher rating on his/her most recent year-end evaluation. For example, an assistant principal can only bump a less senior assistant principal at the same school. The administrator may also displace a member with less seniority at the same school, location, or department in a lower classification if he/she meets the qualifications of the position as determined by the Administration and has an equal to or higher rating on his/her most recent year-end evaluation.
- B. Any displaced administrator who cannot exercise displacement rights shall be afforded an opportunity to meet with an administrator who is filling an administrative vacancy for which the displaced administrator is certified and qualified as determined by the Superintendent or designee. If the displaced administrator is not offered an administrative position, at any level, such administrator shall have pay continuation for the former administrative position for a period of two (2) calendar years. During such time, such displaced administrator shall continue his/her administrator work year even if placed in a non-administrative role(s). Salary continuation ceases upon separation of services, voluntary placement in a position, demotion based on performance, or placement as an administrator.

Where a principal's position is eliminated and he/she has positive evaluations as defined in this Article, the principal shall be entitled to pay continuation even if placed in an administrative role for a period of two years or until he/she is placed at any principal position or a higher level position, whichever occurs first. Salary continuation for principals also ceases upon separation of services, voluntary placement in any position, or demotion based on performance.

- C. The determination of appropriate placement of displaced administrators will be made by the Superintendent or designee.
- D. Recall  
Any administrator who is reassigned pursuant to this provision shall be placed upon the recall list for two (2) years. Any administrator who is laid off pursuant to this provision shall be placed upon the recall list for one (1) year. Should the displaced administrator's former position be re-created during the recall period, he/she shall have rights in order of seniority within the school, location or department site. If a lower level position is created at the same school, location or department site, the member shall have recall rights to such position subject to the Superintendent or designee's determination of qualifications.

- E. Rights to Consideration for Positions  
During the recall period, new vacancies within the bargaining unit that are at a pay classification/group equal to or less than the displaced member's pay continuation group, shall be filled first with members of the pool of displaced administrators on pay continuation. Such preference shall only apply if the administrator is certified, qualified, and has positive evaluations (under the current evaluation document, competent, accomplished or exemplary). Qualifications for a position are determined by Superintendent or designee. Vacancies may not be filled from outside the bargaining unit where qualified candidates remain on pay continuation status under this provision. Recent school based or district based experience can be considered as a qualification. There shall be no right to positions at a higher level than the administrator previously held as a permanent appointment. The HPSA shall be given the list of displaced administrators on request.
- F. If the Administration decides to create an Associate Principal position, and the candidate selected is not a bargaining unit member or a member from the recall list, the Administration shall share with the Union President the basis for selecting the candidate. The decision to create the position and the choice of the applicant shall not be subject to the grievance procedure. Nothing herein is meant to override Section E above.
- G. The salary of any administrator displaced in accordance with this section shall be in accordance with the grid placement of the position, except for as specifically noted in this Section above.

**ARTICLE XVI**  
**JOB ACTIONS, LOCKOUT, PARTIES TO COMMUNICATE**

- A. The HPSA and the Board agree that any differences between the parties on matters relating to the Agreement shall be settled by the means herein provided.
- B. The HPSA, in accordance with Connecticut law will not, during the term of this Agreement, engage in or condone any strike, work stoppage, or other concerted refusal to perform any assignment on the part of any employee represented hereunder.
- C. The Board of Education agrees that at no time will any administrator be locked out of his/her regular work place or from his/her regular work assignment by the Board in an effort to resolve a labor dispute.
- D. The parties recognize their right and obligation to engage in midstream impact bargaining under circumstances set forth in § 10-153f(e) of the Connecticut General Statutes. Nothing in this Agreement shall be interpreted to broaden or

narrow the parties' rights or obligations pursuant to Conn. Gen. Stat. § 10-153f(e).

**ARTICLE XVII  
SPECIAL ASSISTANT TO THE SUPERINTENDENT**

The Superintendent or designee may grant a member, in his/her sole discretion, a one year leave of absence from the bargaining unit to hold a non-certified position, Special Assistant to the Superintendent. The member shall be credited with all bargaining rights upon his/her return to a bargaining unit position. Placement upon return shall be at the sole discretion of the Superintendent or designee.

**ARTICLE XVIII  
COMMITMENT TO POSITION**

Members joining the unit and/or accepting a promotional opportunity have an obligation to continue in employment for at least two years after initial employment or after accepting a promotional opportunity. If a member chooses, absent compelling circumstances, to separate service within the first two years after initial employment or after accepting a promotional opportunity, the member shall be liable to the Board to repay the full costs of any bonuses paid to the member during the two years preceding separation, including but not limited to any signing, moving, relocation, work or other bonus. Further, the member accepts this commitment as a moral and ethical obligation.

If a member voluntarily chooses to separate service, he/she shall arrange for a satisfactory date of departure with his/her supervisor and if no such date is agreed upon shall provide at least sixty (60) days' notice for principals and at least thirty (30) days' notice for all other administrators. The Superintendent or designee may waive or modify this requirement upon request of the administrator. Should the administrator fail to provide such notice, and if the reason for departure is to become an administrator in another district, he/she shall be liable for damages in the sum of one hundred dollars (\$100) per day for each day less than the applicable notice requirement, to be deducted from the administrators' final salary payment(s).

If a Resident Principal voluntarily leaves during residency, he/she shall pay the district \$5,000. If he/she voluntarily leaves the district to become an administrator in another district within two years of completion of residency, he/she shall agree by way of execution of a promissory note, to reimburse the district in the amount of \$10,000.

After completion of his/her third (3<sup>rd</sup>) continuous year serving in the role of principal for Hartford Schools, the Board shall contribute \$3,000 annually toward the Board's 403(b) plan in recognition of the principal's service. The principal shall be fully vested in such Board contribution after five (5) years of service as a principal. For all other members not eligible for the principal 403(b) benefit or a former principal working in another administrative position, after completion of his/her fifth (5<sup>th</sup>) year of service as an administrator for the for

Hartford Schools, the Board shall contribute \$500 annually toward the Board's 403(b) plan in recognition of the administrator's service. The administrator shall be fully vested in such Board contribution after seven (7) years of service as an administrator. The Superintendent may withhold payment based on departure from the district. If an administrator is moved to a teacher's position as a result of a reduction in force he/she shall not be eligible to receive this contribution by the Board while he/she is not in the bargaining unit.

**ARTICLE XIX  
DURATION**

This Agreement shall be effective from July 1, 2019 through June 30, 2022.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of January 2019.

FOR THE HARTFORD  
BOARD OF EDUCATION

FOR THE HARTFORD PRINCIPALS'  
AND SUPERVISORS' ASSOCIATION,  
LOCAL NO. 22, AFSA, AFL-CIO

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its President



## APPENDIX A

### SALARY SCHEDULE EXPLANATION

- A. For the purpose of this contract, the salary schedules are based on the following work years:

Schedule B - 213 working days: The administrator will work the week before the opening of school, the week after the close of school, plus additional workdays that add up to 213 workdays. This schedule is for all employees not working a 12-month year except deans, who will have a work year of 187 days except as otherwise agreed by the parties.

Schedule C - a twelve-month (12-month) work year: This work year entitles the employee to 24 vacation days annually (a pro-ration of 2 vacation days per month to those who are initially employed at a time other than July 1) and the following vacation days, on the dates designated by the Board:

New Year's Day  
Three Kings' Day\*  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

If school is in session on a holiday, or if there is a failure to observe said holiday, the employee shall be granted compensatory time, a floating holiday, or pay in lieu thereof.

\* Administrators will not report to work on this holiday when it falls during the school week and the Board's calendar recognizes it as a student holiday.

#### **Closure/Shutdown**

If the school, program or location to which the administrator is assigned is closed, and the Board has given the administrator at least sixty (60) calendar days' notice of anticipated closure at the school, program or location site, the administrator shall utilize vacation time during the period of closure. Such vacation time shall be deducted from the administrators' vacation leave accrual. In the event that sixty (60) calendar days' notice has not been given, the administrator may complete his/her work day at a location to be determined by the Superintendent or designee. If a member has a specific project/job

requirement that must be performed during the period of closure, he/she can request a waiver from his/her supervisor of this requirement. If a new member does not have sufficient vacation time accrued prior to the period of closure, he/she may borrow vacation time for this purpose.

In no case shall vacation payout be greater than twenty-four days.

The Parties understand and agree that twelve month school-based members shall be expected generally to take vacation time during school vacations and during the summer months. Additionally, snow days will automatically be treated as vacation days, to be deducted from accrued time, unless the person works at home or at the job site, with the approval of his/her supervisor. Members shall not generally take vacation time for the five days after the student year or for five days prior to the return of teachers. Further, members are expected to attend the summer institute, as discussed in Article III.

B. A per-diem rate based on 223 workdays will be used for hiring, and additional workdays in accordance with Section C. A per-diem rate based on 260 workdays will be used for severance purposes for all sick leave days accumulated on or after July 1, 2002. The per-diem rate based on 223 workdays will be used for severance purposes for all sick leave days accumulated prior to July 1, 2002. Sick days will be charged first against days earned in that year, then to days accumulated after July 1, 2002, and then to days accumulated prior to July 1, 2002.

C. Additional Workdays and Opportunities

1. An administrator can be required by the Superintendent or the appropriate Assistant Superintendent to work additional days beyond his or her work year on necessary job related duties. This directive shall be given to the Administrator in writing.
2. When an Administrator is required to work beyond his or her work year, the Administrator shall be paid on an hourly basis for hours worked and shall be guaranteed a minimum of four hours work each day.
3. When postings are required, the salaries for posted extra work opportunities shall be listed on the posting.
4. In buildings to which another administrator is assigned, Principal may delegate this additional work in his/her sole discretion to another administrator.
5. For the purpose of calculating the hourly rate herein, the Administrator's annual salary shall be divided by 223 divided by eight.

D. Differential for Doctorate in Education

Each member with a Doctorate in Education from an accredited university shall be eligible for an annual salary differential of \$2,500, at the conclusion of the year upon request and upon demonstration that he/she has a Doctorate in Education. To be eligible, the member must provide the Director of Staffing with an official transcript showing that the Doctorate in Education was awarded. This provision shall not be subject to the grievance procedure and arbitration provisions of the Agreement.

E. Grid Placement and Salary Year

The following schedule is for purposes of remuneration for positions that already exist in the bargaining unit. It is understood that positions may be created or eliminated by the Board of Education and that the Board reserves the right to transfer and assign bargaining unit members, except as limited by Article XV (Transfer Procedure After Elimination of Position).

**July 1, 2019 - June 30, 2020**

<u>Position</u>	<u>Group</u>	<u>Salary</u>	
K-8 Principal	1,2,3	\$126,748 -	\$144,286
9-12 Principal	4,5,6	\$132,536 -	\$155,861
Assistant Principal	7,8,9	\$115,669 -	\$129,558
Executive Principal	10	\$149,898 -	\$161,649
Assistant Director	11	\$121,456 -	\$129,558
Director	12	\$132,536 -	\$144,286
Executive/Senior Director	13	\$138,323 -	\$150,075
Administrative Intern	14,15	\$115,669 -	\$123,769 *
Resident/Associate Principal	16	Step 1 - \$123,848	Step 2 - \$127,321
Dean	17,18	\$101,549 -	\$113,744 **
Executive AP (12 month)	19	\$122,728 -	\$137,465

<u>Position</u>	<u>Group</u>	<u>Range Adjustment for those not on maximum</u>
K-8 Principal	1,2,3	\$4,858
9-12 Principal	4,5,6	\$6,461
Assistant Principal	7,8,9	\$3,847
Executive Principal	10	\$3,255
Assistant Director	11	\$2,244
Director	12	\$3,255
Executive/Senior Director	13	\$3,255
Administrative Intern	14,15	\$3,244
Dean	17,18	\$3,378
Executive AP (12 month)	19	\$4,082

Administrators responsible for grades 9, 10, 11 or 12 shall be considered in the 9-12 category for salary purposes.

There shall be no general wage increase effective July 1, 2019. There shall be no movement within the range for those who have not reached maximum and no step movement for Resident and Associate Principals.

\* There are 213 day and 12 month positions.

\*\* Dean shall include 187 day deans and grandfathered deans working a 212 day work year.

**July 1, 2020 - June 30, 2021**

<u>Position</u>	<u>Group</u>	<u>Salary</u>	
K-8 Principal	1,2,3	\$126,748 -	\$144,286
9-12 Principal	4,5,6	\$132,536 -	\$155,861
Assistant Principal	7,8,9	\$115,669 -	\$129,558
Executive Principal	10	\$149,898 -	\$161,649
Assistant Director	11	\$121,456 -	\$129,558
Director	12	\$132,536 -	\$144,286
Executive/Senior Director	13	\$138,323 -	\$150,075
Administrative Intern	14,15	\$115,669 -	\$123,769 *
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\* There are 213 day and 12 month positions.

\*\* Dean shall include 187 day deans and grandfathered deans working a 212 day work year.

**July 1, 2021 - June 30, 2022**

<u>Position</u>	<u>Group</u>	<u>Salary</u>	
K-8 Principal	1,2,3	\$129,917 -	\$147,893
9-12 Principal	4,5,6	\$135,849 -	\$159,758
Assistant Principal	7,8,9	\$118,561 -	\$132,797
Executive Principal	10	\$153,645 -	\$165,690
Assistant Director	11	\$124,492 -	\$132,797
Director	12	\$135,849 -	\$147,893
Executive/Senior Director	13	\$141,781 -	\$153,827
Administrative Intern	14,15	\$118,561 -	\$126,863 *
Resident/Associate Principal	16	Step 1 - \$126,944	Step 2 - \$130,504
Dean	17,18	\$104,088 -	\$116,588 **
Executive AP (12 month)	19	\$125,796 -	\$140,902

<u>Position</u>	<u>Group</u>	<u>Range Adjustment for those not on maximum</u>
K-8 Principal	1,2,3	\$5,231
9-12 Principal	4,5,6	\$6,958
Assistant Principal	7,8,9	\$4,143
Executive Principal	10	\$3,505
Assistant Director	11	\$2,417
Director	12	\$3,505
Executive/Senior Director	13	\$3,505
Administrative Intern	14,15	\$2,416
Dean	17,18	\$3,638
Executive AP (12 month)	19	\$4,396

Administrators responsible for grades 9, 10, 11 or 12 shall be considered in the 9-12 category for salary purposes.

There shall be a 2.50% general wage increase effective July 1, 2021. There shall be movement within the range (range adjustment) for those who have not reached maximum (not to exceed maximum) and step movement for Resident and Associate Principals.

\* There are 213 day and 12 month positions.

\*\* Dean shall include 187 day deans and grandfathered deans working a 212 day work year.

## APPENDIX B

### 1. Insurance

The Board shall offer the following insurance benefits to members of the bargaining unit and shall pay the premium for individual and family coverage except as otherwise noted:

#### a. High Deductible Health Plan with a Health Savings Account ("HSA")

Members shall contribute the following percentages toward the annual premium or fully insured premium equivalent costs for individual or family coverage on the HDHP with HSA:

2019-2020: 19%

2020-2021: 19%

2021-2022: 20%

In-Network services shall be subject to a \$2,000 deductible for an individual plan and \$4,000 per family. The plan pays 100% in network services after the deductible, except for prescription drugs (Rx).

Out-of-Network services shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000 individual and \$4,000 per family. Out of network out of pocket maximum is \$4,000 per individual and \$8,000 per family (including the deductible).

Upon reaching the deductibles, there shall be a Rx co-payment applied as follows:

Generic: \$5

Brand (formulary): \$15

Brand (non-formulary): \$30

Up to an out of pocket maximum of \$1,000 per individual and \$2,000 per family.

The Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments each year, the first during the week of July 1 each year and the second during the week of January 1 each year. The Board's contribution will be pro-rated for members hired after July 1<sup>st</sup> in any year.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for individuals upon their separation from employment or departure from the Union.

Any member who is enrolled in Medicare or actively receiving federal veteran health benefits may not participate in the HSA and must participate in a health retirement account (HRA).

- b. Dental plan is subject to premium cost share as follows:
  - 2019-2020: 19%
  - 2020-2021: 19%
  - 2021-2022: 20%
- c. HPSA agrees that any portion of the health, dental, or prescription drug plan may be self-insured or insured at the sole discretion of the Board. This provision shall not be subject to the grievance procedure. Further, the Board has the discretion to change the Pharmacy Benefits Manager to use the State vendor.
- d. Group Life Insurance equal to two times the unit member's salary.
- e. The Board reserves the right to study alternative health insurance plans with different carriers excluding self-insurance. The Board reserves the right to change insurance carriers on health insurance provided the following steps occur:
  - 1. The plan suggested as an alternate must contain benefits, which are substantially equivalent when considered as a whole.
  - 2. The HPSA shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
  - 3. If at the end of the aforementioned sixty (60) working days there is a disagreement between the parties on whether or not the plan offers substantially equivalent coverage, benefits, portability and administration as the present plan, when considered as a whole, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules



that the Board's proposed alternate carrier meets the criteria outlined in G.1 and the Board changes carriers, the standards outlined in G.1 must be maintained during the life of the contract. The HPSA shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined in G.1 are not maintained.

4. The Board may propose an alternate health insurance plan only one (1) time during the life of the contract.

2. Laid-off Employees, Retirees, and Survivors

Employees who are terminated or not renewed due to layoff and their spouses and their eligible dependents shall be entitled to group medical insurance benefits as noted above at their own expense to the extent provided for by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and in accordance with the terms of the insurance carriers.

Legally dependent survivors (including spouse) of employees or bargaining unit members who had been active employees at the time of death, shall be permitted to purchase health insurance benefits as noted above at group rates at their own expense, subject to the insurance carrier's making such rates available and subject, in general, to the terms and conditions of the insurance carriers.

Retirees, eligible for retirement under Conn. Gen. Stat. § 10-183f(c), and their legally dependent survivors (including spouse) shall be entitled to purchase group insurance benefits at the same rate as current working employees subject to the insurance carrier's making such rates available and subject, in general, to the terms and conditions of the respective carriers.

In order to take Major Medical Insurance, the applicant must complete an enrollment card and must provide satisfactory evidence of insurability to the insurance company at the applicant's own expense.

The payment for any of the above plans must be made each month in advance. When payments on hand are exhausted, the coverage will be canceled.

A current address must be on file in the Office of Talent Management at all times.

3. Employees Called to Military Service

Where a member is called to military service, for the first 18 months of such leave (or the period covered by COBRA), the member's family shall continue to be covered by health insurance if such coverage was in place prior to the military leave. Such family members will be required to submit the member's

portion of the insurance cost (the premium cost share). Failure to timely submit payment shall be considered a waiver of such coverage. This provision shall not be subject to the grievance procedure.

4. Sick Leave

Bargaining unit members shall be entitled to sick leave as follows:

- a. Schedule B (eleven-month employees) (e.g. Assistant Principals, Assistant Directors and Administrative Interns) twenty-two (22) days annually.
- b. Schedule C (twelve-month employees) (Executive Assistant Principals, Principals, Directors, Executive Principals and Executive/Senior Directors) twenty-four (24) days annually.
- c. Schedule A (ten month employees) (Deans 187 days) twenty (20) days annually.
- d. Bargaining unit members hired after June 30, 2002, shall be entitled to accumulate sick leave days up to the number of days in the individual administrator's work year. A unit member hired prior to July 1, 2002 shall be entitled to a maximum of the number of days he or she had accumulated in his/her sick leave account as of January 30, 2008.
- e. Sick leave bank for administrators
  1. All members of the bargaining unit shall become participants in the sick leave bank by contributing three days from his/her accumulated sick leave. At any time the total number of days in the bank drops below 300, each bargaining unit member shall deposit into the bank 3 days.
  2. Upon exhaustion of accumulated sick leave any administrator covered by this Agreement may apply to the sick leave bank committee as hereinafter provided for a withdrawal of days.
  3. A sick leave bank committee consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Union will be established. The sick leave bank committee will review all applicants desiring to withdraw days from the bank. The decision of the committee shall be final. Applications to the committee shall be in writing and accompanied by a physician's statement describing the illness and prognosis for a date of return to work.

4. An employee who exhausts all full pay accumulated sick leave may be granted up to thirty (30) school days by the committee in response to written application. Payment for such days shall begin only after a waiting period of ten (10) school days has elapsed after full pay accumulation has been used.
5. If, after the original withdrawal authorized by the committee, the employee is unable to return to duty, he/she may submit to the committee an application for an additional withdrawal of up to twenty (20) school days with such additional days to commence five (5) school days following expiration of the first withdrawal.
6. The first and second application must be accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Thereafter, any part-pay accumulation as described in Appendix B to which the employee is entitled shall be implemented.
7. The Sick Leave Bank Committee shall have the discretion, but be under no obligation to authorize additional days from the bank to employees in cases of extended disability and/or personal hardship.
8. The Sick Leave Bank Committee shall be authorized to amend these ground rules and to promulgate such additional rules and regulations as may be necessary to administer the Sick Leave Bank in the best interest of the Board and the employees participating herein. Such rules and/or amendments shall be submitted to the Union Executive Board and the Board of Education for ratification.
9. The Sick Leave Bank Committee shall have the authority to require a second opinion by a physician designated by the committee. The cost of such opinion is to be borne by the employee.

f. Extension of Sick Leave

An employee with five (5) years or more service under regular appointment who exhausts all sick leave opportunities under this contract, may request the Board for an extension of sick leave on a part salary basis.

- g. Any administrator who becomes aware that he/she will need to be absent due to a scheduled or planned surgery or other medical procedure shall so notify the Superintendent of his/her designee as soon as practicable.

5. Longevity Payments & Residency Incentive

A. Members of the unit shall receive longevity payments as follows for continuous years of service. Longevity payments shall be made no later than June 30<sup>th</sup> for the current year.

- |    |                         |         |
|----|-------------------------|---------|
| a. | Between 14 and 18 years | \$ 850  |
| b. | Between 19 and 23 years | \$1,800 |
| c. | For 24 or more years    | \$2,500 |

Only bargaining unit members hired into the unit on or before June 30, 1999 shall be eligible to receive longevity payments. Such payments shall be contingent upon the administrator receiving an evaluation of satisfactory or better.

B. Hartford Residency

Any member who lives in the City of Hartford shall be eligible for a 3% differential based on his/her base salary. Hartford must be the member's primary residence. To demonstrate residency, the member must produce to the Executive Director of Human Resources or his/her designee, with a request for the residency differential, any three of the following documents that show evidence of Hartford residency: utility bill, car insurance, lease, property tax bill, voter registration card, drivers' license. The differential shall become effective within 30 days of receipt of appropriate documentation and request and shall cease each June 30<sup>th</sup>. Such evidence must be provided upon request and/or on an annual basis. The Board may discontinue such differential upon belief of fraud. Failure to communicate in writing regarding a change in residency or any deception regarding primary residence shall be viewed as insubordination/moral misconduct.

C. This Section shall not be subject to the grievance procedure.

6. Severance Pay Plan

Upon retirement or death, calculation of severance pay shall be made by applying the following formula:

"Retirement" shall mean that an employee has retired from employment as an administrator or teacher as provided under the state retirement system and is in fact collecting retirement benefits pursuant to said system.

A. Formula: The total accumulation of all allotted full pay sick days up to the member's work year multiplied by a factor of twenty percent (20%). However, any member whose accumulated full pay sick days, as of June

30, 2005, exceeds his/her work year, shall be entitled to use up to the amount accrued as of June 30, 2005 multiplied by a factor of twenty percent (20%), when the member retires.

Severance pay may be taken in one, two or three equal annual payments, notice shall be given in accordance with Section C below. The product shall be the number of days for which payment shall be made at the current per diem rate. No credit shall be given for the period during which an employee was in military service.

B. Regulations Applying to Severance

To be eligible for severance pay, employees who plan to retire from April 1 through June 30 of any year must give at least 90 days prior notice of their definite intention to retire. Employees who plan to retire at any other time of the year must give at least 60 days notice. If such notice is submitted in July or August, the 60 days provision shall be in effect from August 1 except when an adequate substitute or qualified replacement is available in which case the retirement date by mutual agreement becomes effective on the day when the substitute or replacement can begin work. In all cases, severance pay shall be due the employee on the date of retirement or on the first payroll date thereafter. These notice requirements shall not be applicable to employees who die or become disabled in such a way as to force their retirement.

7. Course Reimbursement

- A. The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. Administrators who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to \$500 per credit, up to a maximum of six (6) credits per year. Courses shall be eligible for reimbursement only during the school year in which the administrator took the course(s). Administrators must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this article, successful completion means, at a minimum, receipt of a B or a Pass for the completed course work.

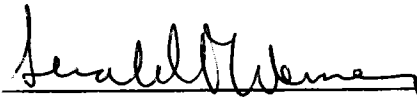
III. STIPULATED AWARD SIGNATURE PAGE

HARTFORD BOARD OF EDUCATION


AND

HARTFORD FEDERATION OF PRINCIPALS AND SUPERVISORS ASSOCIATION (HPSA)


CGS 10-153f INTEREST ARBITRATION



Gerald T. Weiner, Esq.  
Panel Chairperson



John Romanow, Esq.  
Hartford Board of Education

---

James Ferguson, Esq.  
Hartford Federation of Principals and  
Supervisors Association (HPSA)

the Matter of Binding Arbitration :

Between :

HARTFORD Board of Education :

-and- :

HARTFORD Principals and Supervisors Assoc :

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: NEW HAVEN

The undersigned, representing the interests of

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:

Serald Over  
Arbitrator representing the interests  
of the Public

Subscribed and sworn to before me this 31<sup>st</sup> day of JANUARY, 2019.

[Signature]  
Signature and Title  
Jason Stevenson  
Commissioner of Superior Court

In the Matter of Binding Arbitration

Subject \_\_\_\_\_

between

Last Best Offer Binding Arbitration

Hartford Board of Education

and

Hartford Fed of Principals + Supervisors

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

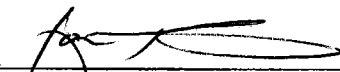
STATE OF CONNECTICUT

COUNTY OF Hartford

ss: Hartford

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



John Romanow, Esq.  
Arbitrator representing the  
interests of the local and regional  
boards of education

Subscribed and sworn to before me this 3 day of Jan 2019.

Janell Wemen  
signature and title  
Commissioner of Superior Court



In the Matter of Binding Arbitration

Between

Hartford Board of Education

-and-

Hartford Administrators Association

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 Hartford

ss: Rezby Hill

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 26 day of January, 2019.

Paul W. Ferreira  
Signature and Title Notary Public  
My Comm. Exp 8/31/2023

**ATTORNEY-CLIENT PRIVILEGED**

**Hartford Board of Education**

**Key Provisions of Award for Hartford Principals' and Supervisors' Association, Local No. 22, AFSA, AFL-CIO**

**February 8, 2019**

<u>Issue</u>	<u>Agreement</u>
Duration	The proposed new agreement represents a three (3) year term, effective July 1, 2019 through June 30, 2022.
Grievance Procedure	<p>Employees will now be able to file a grievance over the District's failure to follow <i>procedural</i> aspects of the evaluation process.</p> <p>The timeline for filing a grievance related to the procedures of the evaluation process begins from the date the employee received his/her evaluation.</p>
Union Dues	All references to "service fees" has been removed. The Union must now notify the Board about the desire to have union dues deducted from an employee's paycheck.
Salary	<p>Administrators now do not have to report to work on Three Kings' Day if the Board recognizes it as a student holiday.</p> <p>The salary schedule will be as follows:</p> <p>2019–2020: no wage increase, no range movement, no step movement.  2020–2021: no wage increase, no range movement, no step movement.  2021–2022: 2.95% overall cost (inclusive of range movement).</p>
Insurance	<p>Maintain High Deductible Health Plan.</p> <p>Cost share for medical insurance will be as follows:</p> <p>2019–2020: 19%  2020–2021: 19%  2021–2022: 20%</p> <p>Cost share for dental insurance will be as follows:</p> <p>2019–2020: 19%</p>

<u>Issue</u>	<u>Agreement</u>
	2020–2021: 19% 2021–2022: 20%
Global Changes	All references to “Chief Labor and Legal Services Officer” have been changed to the “Superintendent or his/her designee.”  All references to “Chief Talent Officer” have been changed to “Executive Director of Human Resources.”