

EAST HARTFORD BOARD OF EDUCATION

- and -

EAST HARTFORD EDUCATION ASSOCIATION

2019 to 2022

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION

In the Matter of)

East Hartford Board of Education)

-and-)

East Hartford Education Association)

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

October 17, 2018

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 East Hartford Board of Education

Gail McKinley-Anderson
Representing the Interests of the East Hartford Education Association

Appearances:

For: East Hartford Board of Education
Richard Mills, Esq.
Shipman & Goodwin
One Constitution Plaza
Hartford, CT 06103

For: East Hartford Education Association
Martin Deren
Connecticut Education Association
80 Lamberton Road
Windsor, CT 06095

CONTENTS

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

I. The Proceedings

The East Hartford Board of Education (hereinafter Board) and the East Hartford Education 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 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 September 9, 2018. 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 Board.

The Board and the Association presented the Arbitration Panel with a joint listing of the issues in dispute, with the caveat that those issues were subject to further delineation. A stenographic record of the proceedings was taken but not transcribed. Subsequent duly noticed hearings were scheduled for September 28, 2018; October 1, 2018; and, October 4, 2018.

On September 18, 2018, the Board and the Association notified the Arbitration Panel that they had reached agreement on all outstanding issues and subsequently 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. Agreed Upon Language¹

¹ The Agreed Upon Language is paginated separately from the pagination of the Award. The former commences with a cover page and ends with page 47.

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I GENERAL	1
II RECOGNITION	2
Section 2.2 (Dues Deductions)	2
III NEGOTIATION FOR SUCCESSOR AGREEMENT	3
IV TEACHING HOURS AND TEACHER LOAD	3
Section 4.1 (Work Day)	3
Section 4.2 (Work Year)	5
Section 4.3 (Extracurricular Activities)	6
Section 4.4 (Elementary School Schedule)	7
Section 4.5 (Middle School Schedule)	7
Section 4.6 (High School Schedule)	8
Section 4.7 (Resource/Supportive Staff)	8
V REDUCTION IN FORCE	9
VI FACILITIES	10
VII NON-DISCRIMINATION	11
VIII TEXTBOOKS	11
IX STAFFING CONSIDERATIONS	12
X NON-TEACHING DUTIES	12
XI SUMMER SCHOOL PROGRAM	12
XII PROTECTIONS	13
XIII ACCIDENT BENEFITS	13
XIV LEAVE PROVISIONS	14
Section 14.1 - 14.6 (Sick Leave).	14
Section 14.7 (Bereavement Leave).	16
Section 14.8 (Jury Duty).	16
Section 14.9 (Professional Conferences-Visiting Day).	16
Section 14.10 (Religious Leave).	16
Section 14.11/12 (Maternity/Adoptive/Childrearing Leave).	17
Section 14.13 (Sabbatical Leave).	18
Section 14.14 (General Purpose Leaves).	19
XV SALARIES	20
XVI INSURANCE	21
XVII VACANCIES, ASSIGNMENTS AND TRANSFERS	22

XVIII	GRIEVANCE PROCEDURE	23
	Section 18.3 (General Principles)	24
	Section 18.4 (Procedure)	25
	Section 18.5 (Right of Teachers to Representation)	26
	Section 18.6 (Miscellaneous)	27
XIX	ITEMS NOT IN AGREEMENT	28
XX	CURRICULUM DEVELOPMENT	28
XXI	MISCELLANEOUS	28
XXII	SALARY PLACEMENT	30
XXIII	RETIREMENT/SEPARATION PAY	30
XXIV	WAIVER CLAUSE	31
XXV	DURATION	31

Appendices

SCHEDULE A (Salary Schedules)	
A-1: 2019-2020	33
A-2: 2020-2021	34
A-3: 2021-2022	35
SCHEDULE B-1 (Differentials)	36
SCHEDULE B-2 (Coaches)	38
SCHEDULE B-3 (Extra-Curricular Areas)	41
MEMORANDA OF UNDERSTANDING	43
APPENDIX C	44

THIS AGREEMENT MADE AND ENTERED INTO by and between the EAST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the EAST HARTFORD EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I GENERAL

1.1 This Agreement is negotiated under the law in order (a) to fix for its term the salaries and other conditions of effective and harmonious working relationships between the Board and the Association and the professional staff in order that the cause of public education may be best served in East Hartford.

1.2 To this end, the Board and the Association recognize the importance of orderly, just and expeditious resolution of issues which may arise as the result of those provisions of this Agreement dealing with salaries and conditions of employment, and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.

1.3 The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill and perform under governing law.

1.4 Subject to the provisions of the law the Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Except for such negotiations, however, the Board shall be free to communicate with teachers or other representatives, or any other persons, individually or by group, for whatever purpose the Board may deem desirable in the discharge of its responsibilities.

1.5 Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority so to act.

1.6 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 Town of East Hartford in all its aspects, including but not limited to the following: To employ, assign, and transfer teachers; and those powers specified in Sections 10-220, 10-221 and 10-222 of the Connecticut General Statutes. 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 specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE II **RECOGNITION**

2.1 The Board recognizes the Association for the purpose of professional negotiation, as the exclusive representative of the entire teachers' unit consisting of all professional employees of the Board in positions requiring a teaching or special services certificate, other than substitutes, and excluding persons in the administrators' unit pursuant to and with all the rights and privileges as provided by law. As used in this Agreement, the term "teacher" shall refer to any and all employees whose positions are included in the teacher bargaining unit, as described in Section 2.1.

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:

- a) 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 a teacher 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.
- b) The Board shall have the right, in its sole discretion, not to renew and/or to 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.
- c) DSAP holders shall have no bumping rights or recall rights under this Agreement.

2.2 DUES DEDUCTIONS

A. The Board agrees to deduct from each teacher for whom a voluntary written dues deduction authorization is submitted an amount equal to the Association membership dues by means of payroll deductions. The amount of the dues deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck during the school year through and including the last paycheck in June. In the case of any such

teacher who commences employment after the school year has begun, dues deductions shall be pro-rated, based on the number of months remaining in the school year, unless the Association notifies the Administration otherwise. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year.

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

C. The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this article.

ARTICLE III

NEGOTIATION FOR SUCCESSOR AGREEMENT

3.1 It is the obligation of the parties to meet in accordance with the provisions of Section 10-153d of the Connecticut General Statutes for the purpose of good faith bargaining with the object of entering into a renewal agreement.

ARTICLE IV

TEACHING HOURS AND TEACHER LOAD

4.1 WORK DAY

A. The Board and the Association recognize and agree the teachers' responsibility to students and the profession generally entails the performance of responsibilities and the expenditure of time beyond the normal working day. Faculty meetings, in-service education sessions, curriculum work sessions and extra help periods shall be a normal part of the teacher's duties. It is recognized, however, that personnel are entitled to weekly schedules on which they can rely in the ordinary course and which should be fairly and evenly maintained throughout the school system, except in emergencies and instances of staffing problems, and without prejudice to voluntary service above and beyond contract requirements as aforesaid, the following schedules are hereby adopted:

B. Whether or not double sessions or similar type programs are instituted, the length of the regularly required work day shall be no more than a maximum of seven hours and twenty minutes of continuous time during which each teacher shall have a duty-free lunch. K-12 teachers shall not be required to report earlier than fifteen (15) minutes before the start of the student day and shall not be required to

remain longer than thirty (30) minutes after the close of the student day, except as otherwise provided in a Memorandum of Agreement between the Board and the Association. In the event of an emergency closing, K-12 teachers shall not be required to remain longer than 10 minutes after the students are dismissed, provided that there must be some teacher supervision in the building until all students have left the building. In the event of a late opening, K-12 teachers shall not be required to report earlier than fifteen (15) minutes before the start of the altered student day. The parties understand that the student day for early childhood education students is substantially different from the student day for K-12 students, and that the work schedules for certified teachers in the early childhood education area are also substantially different. Accordingly, the Board shall have the right to determine the specific work schedules for such early childhood education personnel, subject to the limitation set forth above regarding the overall length of the work day.

C. A directive will be issued to all principals to the effect that they are empowered to make individual arrangements for teachers who, on a schedule or intermittent basis, require an adjustment in their scheduled arrival and departure time. Otherwise the staff will adhere to the scheduled starting and ending time for teachers.

D. The parties acknowledge that the student school day at Woodland School and Stevens Alternative High School is shorter than the length of the student school day at other schools in the district. In recognition of that shorter school day, the parties agree that notwithstanding the provision from Section 4.1B set forth above, teachers at Woodland School and Stevens Alternative High School shall be required to be at work for a total of seven hours and twenty minutes, in accordance with the total teacher work day set forth in Section 4.1B.

E. Certified personnel will be required to set aside one hour and thirty minutes beyond the end of the student day each Tuesday. For all grade levels, the Administration may hold faculty or departmental meetings for up to sixty minutes of the time to be set aside in accordance with this section. The remaining time will be teacher directed for the purpose of data team meetings, data collection and similar activities, at the sole discretion of the teacher. No teacher, regardless of level, shall be required to attend more than one meeting per week. This provision shall not preclude the call of other meetings on other days by proper authorities, but such other meetings shall be held within the time limits prescribed by paragraph B.

F. In-service education sessions and curriculum work sessions may be scheduled on days when students spend less than a full day in school. Teachers shall not be required to attend such special programs later than 4:00 p.m. When such special programs are scheduled on a day when students are not in school, the work day limit specified in Section 4.1B shall apply.

G. With the aim of continuing to improve communication with parents and of utilizing fully the professional resources of the teaching profession, teachers will

be required to attend the annual open house/parent night of their assigned building. Itinerant teachers will be required to attend the annual open house/parent night at the building which represents the major portion of their teaching assignments. In addition to the regular work day and the annual open house/parent night, teachers will be required to attend two (2) district sponsored and/or building-sponsored evening events and/or meetings per year. The choice of which events to attend shall be at the sole discretion of the teacher, unless the Administration schedules evening parent-teacher conferences, in which case an evening of parent-teacher conferences shall count as one of the required evening events. Activities for which the teacher is receiving a stipend shall not count toward such minimum requirements.

H. The parties recognize that early childhood education teachers are required to be available beyond the regular work day for family programs, home visits, conferences with students' families and similar activities, and that the scheduling of such activities must be determined at least in part by the availability and convenience of the students' families.

I. The East Hartford Board of Education and the East Hartford Education Association recognize that the current practice with respect to home visits by early childhood education teachers is to have such teachers accompanied by another employee of the district during such visits. If the Board anticipates modifying or discontinuing this practice, the Board will notify the Association and provide the Association with an opportunity to discuss such modification or discontinuance prior to the implementation of any such change.

J. It is the mutual intent that the period of time designated in the Agreement as "preparation time" is reserved for teachers' use in the preparation of instruction. The Administration may designate up to two days per week of preparation time to be used for the purposes of individual teacher planning and/or for the purposes of common planning. Except in discernible emergencies, this time should not be used for other activities which do not have a direct bearing on the teacher's preparation for education instruction in his/her classroom. This includes infringement for PPT's. In addition, every reasonable effort should be made to schedule a preparation period on each individual school day and avoid any "doubling-up" of two preparation periods on any one day. In unusual circumstances where the foregoing is unavoidable, repetition on a yearly basis should be avoided.

4.2 WORK YEAR

A. The work year of teachers covered by the classroom teacher's salary schedule shall consist of not more than 185 days, including the day before the opening of school. There shall be a minimum of 180 student school days with the option of two additional student days, with no impact issues arising out of the Board increasing the number of student days to 182. Non student days shall be set aside for professional purposes as specified in Section 4.1D.

In addition to the work year set forth above, the work year for new teachers covered by the classroom teachers' salary schedule shall include up to five (5) days of required orientation sessions as scheduled by the Administration, with no additional compensation for such days. New teachers required to attend additional sessions, beyond the five days, shall be paid at the instructional rate as stated in Section 15.4 of the collective bargaining agreement.

Notwithstanding any provision to the contrary in this Agreement, with the Superintendent's approval, High School guidance counselors may be assigned to work up to ten (10) additional work days beyond the regular teacher work year, and Middle School guidance counselors may be assigned to work up to six (6) additional work days beyond the regular teacher work year. The Administration will determine when these days shall be worked. Such additional work days shall be compensated at the teacher's regular per diem rate

B. The Board may elect to conduct a special program for teachers beginning no more than seven calendar days prior to the opening of school, but participation in such programs shall be voluntary, except as otherwise provided in this Agreement.

C. Notwithstanding the foregoing, the parties understand that the work year for certain early childhood education personnel will normally exceed the work year set forth above in Section 4.2A. The Board shall have the right to determine the work year for such early childhood education personnel. Publication of the following early childhood work year shall be no later than June 30th. To the extent that the Board designates a work year for such personnel in excess of the work year set forth in Section 4.2A, such additional work shall be compensated at the per diem rates for such employees. The per diem rates used for such compensation shall be based on the salaries in effect on the first day of school in the academic year in question.

D. The parties recognize the Board's unilateral right to alter the scheduling of the student day and or create new programs, including block scheduling. If the Board exercises such rights, the parties will bargain over any impact for which impact bargaining is required under C.G.S. 10-153f.

4.3 EXTRACURRICULAR ACTIVITIES

A. Assignments to extracurricular and cocurricular activities beyond the work day shall be voluntary. In the event that no volunteers are forthcoming for a given extracurricular or cocurricular activity for which there is a provision for payment in the Differentials annexed to this Agreement, an employee may be appointed by the administrator, provided that no teacher may be required to accept such appointment in two successive years.

B. Assignments to extracurricular and cocurricular activities are for one school year only, and appointments to such assignments shall be made annually in writing.

4.4 ELEMENTARY SCHOOL SCHEDULE

A. Elementary school teachers shall have a continuous duty-free lunch period of thirty (30) minutes.

B. Elementary school teachers shall have, in addition to their lunch period, forty-five (45) minutes of preparation/conference time at least five times each week, during which they shall not be assigned to any other duties, except in emergencies. Such forty-five (45) minutes shall be in no more than two blocks of time, with a minimum of thirty (30) minutes in one such block. The other block of fifteen (15) minutes may be the portion of the lunch/recess period which exceeds the thirty (30) minutes prescribed in the preceding paragraph. If the fifteen (15) minute lunch extension is taken away on a day of inclement weather, then the teacher may leave fifteen (15) minutes before the end of the work day.

C. Elementary art, music, physical education, etc., teachers may not be assigned annually more than six (6) teaching periods per full or shortened day. If a special area teacher is assigned to teach both elementary school and middle school classes in the same day, such teacher shall not be assigned more than a combination of five (5) teaching periods on such days.

D. It is understood that duties to be performed within the elementary school are to be evenly distributed among the staff at each school. The involuntary assignment of more than one duty to any one teacher on any given day should not be made when there is another teacher on the staff with no duties assigned on that day.

4.5 MIDDLE SCHOOL SCHEDULE

A. Middle school teachers shall have a continuous duty-free lunch period of thirty (30) minutes.

B. Middle school teachers shall have, in addition to their lunch period, a preparation/conference period equivalent to a class period at least five times each week, during which they shall not be assigned to any other duties, except in emergencies.

C. In addition to homeroom or equivalent duty, academic subject area teachers in middle schools shall not be assigned annually more than five (5) teaching periods plus one (1) extra duty assignment per day. As used in this paragraph, the term "teaching period" shall include only classroom instructional groups. The term "extra duty assignment" shall include study halls, tutoring, resource centers, general

supervision, directed activities, small group instruction, team conferences called by the Administration and other similar assignments.

D. Middle school academic subject area teachers shall not be required to prepare annually more than three academic subject areas. For the purposes of this Section, courses organized by ability levels or phases are not to be considered separate preparations.

E. Middle school special area teachers (art, music, etc.) may not be assigned annually more than six teaching periods per day. If a special area teacher is assigned to teach both elementary school and middle school classes in the same day, such teacher shall not be assigned more than a combination of five (5) teaching periods on such day.

4.6 HIGH SCHOOL SCHEDULE

A. High school teachers shall have a continuous duty free lunch period equivalent to the length of the student lunch period.

B. High school teachers shall have, in addition to their lunch period, a preparation/conference period equivalent to a class period at least five (5) times each week, during which they shall not be assigned to any other duties, except in emergencies.

C. In addition to homeroom or equivalent duty, academic subject area high school teachers shall not be assigned annually more than five (5) teaching periods plus one (1) extra duty assignment per day. As used in this paragraph, the term "teaching period" shall include only classroom instructional groups. The term "extra duty assignment" shall include conventional study halls, tutoring, resource centers, general supervision, and other similar assignments.

Teachers may be assigned a duty period in lieu of a teaching assignment. Science teachers responsible for laboratory courses may be assigned one (1) laboratory period in lieu of an extra duty assignment on any given day.

D. High School teachers shall not be required to make more than three (3) teaching preparations by course title within subject areas at any one time. Such teachers, in addition, may be required to teach one limited enrollment course (i.e. less than ten students) provided that they are relieved of homeroom obligations and extra duties such as study hall.

4.7 RESOURCE/SUPPORTIVE STAFF

A. It is recognized that the most efficient use of resource and/or supportive staff may involve work day and work year schedules which differ from those set forth elsewhere in this Article. As used herein the term "resource and/or supportive

staff" means librarian, instructional resource teacher, guidance counselor, psychologist, social worker, speech and hearing clinician, and any position which becomes a part of school planning and placement teams (excluding classroom teachers).

B. The Board may during the term of this Agreement propose changes in the work day and work year for resource and/or supportive staff. If such a proposal is made, the parties shall meet promptly for the purpose of negotiating such proposal. Such negotiation shall include the issue of appropriate security arrangements. No proposed change may be implemented by the Board within thirty (30) days after the proposal is made, without prior written agreement of the Association.

C. Special education teachers required to do diagnostic testing will have in addition to their conference period, scheduled time necessary, within the student day, to fulfill testing needs as determined by the administration.

ARTICLE V

REDUCTION IN FORCE

5.1 In the event of a reduction in the number of certified personnel in East Hartford, the following procedure shall be followed subsequent to the Board of Education's determination of the number of positions to be eliminated:

A. Establish the names of people who are in the affected instructional areas (within elementary, middle and high school grade levels, considered separately).

B. List the names of said personnel by ranking those most senior at the top and those most junior at the bottom on the basis of length of continuous service in the district.

C. Terminate the employment of the least senior person if no other position exists in any other instructional area in which the person may be placed based upon his/her certification endorsements and length of service.

D. In the event that administrative positions below the rank of Director are eliminated such personnel may elect to exercise seniority based upon his/her certification endorsement/endorsements and length of continuous service in the district. In which case, the procedure established in paragraphs A, B and C above shall be followed to ascertain whether a position shall be made available to such administrator.

E. No tenured certified teacher (as defined in Section 10-151 (b) of the Connecticut General Statutes) shall be laid off when a position exists which is either vacant or occupied by a non-tenured teacher and for which the tenured teacher is certified or immediately certifiable.

5.2. A. In the event of a tie in length of service for a position defined in the Recognition Clause of this Agreement, Article II, Section 2.1, the following criteria shall be applied in the order listed:

1. Previous regular teaching service in East Hartford.
2. Previous long-term substitute service in East Hartford.
3. Previous per diem substitute service in East Hartford.
4. Date contract signed.

B. Seniority shall be determined on the basis of length of continuous service in the district.

C. Length of service shall be defined as continuous service in the East Hartford School System under a contract of employment. Such length of service shall not include leaves of absence without pay in the excess of one school year. Provided, however, that required military leaves of absence shall be covered as to length of service as required by the Connecticut General Statutes pertaining thereto.

D. Tenured teachers who are laid off shall be placed on a "recall list" for a period of two school years and shall be re-employed on the basis of length of service, provided they hold the necessary certification endorsement for the position. Any person refusing a full time position when recalled shall retain his/her position on the recall list; a second refusal will place that person on the bottom of the recall list.

E. Personnel who are re-employed from a recall list shall be entitled to reinstatement of sick days, length of service credit and placement on the salary schedule at the level above the level held when laid off.

5.3 It is understood that the layoff of a tenured teacher is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes, as amended, and in no other manner. In the case of judicial review under those statutory provisions (tenured teacher) the parties agree that the provisions of this article can and should be submitted to the court.

ARTICLE VI

FACILITIES

The Board will make every reasonable effort to provide in each school building:

6.1 Space in each classroom in which teachers may safely store instructional materials and supplies;

6.2 A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials;

6.3 An appropriately furnished room to be used as a faculty lounge (said room to be in addition to the aforementioned teachers' workroom) containing a telephone;

6.4 Clean, well-lighted, well-supplied and well-ventilated teachers' rest rooms restricted to staff use;

6.5 A system whereby teachers can effectively and expeditiously communicate with the main building office in the event of an emergency;

6.6 Teachers' cafeterias or rooms provided for teachers' lunch in all schools;

6.7 Two-way communication system between classrooms and office in all school buildings;

6.8 Working, conference and storage facilities for special instructional and non-instructional personnel.

ARTICLE VII

NON-DISCRIMINATION

7.1 Both parties agree to continue their policies of not discriminating against any teacher by reasons of membership or non-membership in, participation or non-participation in the activities of the Association or any other employee organization. Both parties also agree to continue their policies of not discriminating against any teacher on the basis of race, color, religion, age, sex, national origin, disability, marital status, or sexual orientation. Use of masculine or feminine pronouns is understood to refer to teachers of either sex.

Section 7.1 is included in this Agreement for informational purposes only. Section 7.1 shall not be subject to the grievance procedure.

ARTICLE VIII

TEXTBOOKS

8.1 The policy of the Board is to ensure that each pupil has adequate materials to implement the instructional program.

8.2 Prior to changing a textbook, the teachers affected and/or a committee of such teachers appointed by the Superintendent shall be given the opportunity to meet and

consult with the Superintendent or his designee regarding the proposed change or selection.

8.3 The parties recognize that with regard to early childhood education, funding for instructional materials may be limited by the amount of governmental funding provided for such early childhood education programs.

ARTICLE IX

STAFFING CONSIDERATIONS

9.1 In order to establish class size for Grades K-12, enrollment shall be examined on the twentieth (20th) student day in the school year. Where a class size exceeds 25 in Grades K-2, 27 in Grades 3-4 or 28 in Grades 5-6 on such twentieth (20th) day, the class(es) affected shall be split and an additional teacher shall be hired for the remainder of the school year. If at any point during the school year after such twentieth (20th) day a class size exceeds 29 in Grades K-2, 29 in Grades 3-4 or 31 in Grades 5-6, the class(es) affected shall be split and an additional teacher shall be hired for the remainder of the school year. The Administration may make the class size determination set forth in this section prior to the twentieth (20th) day in its discretion.

At each elementary school, class sizes within the same grades shall not deviate by more than two (2) students, unless there are sound educational reasons for such deviation of numbers. The preceding sentence shall not apply to any deviation caused by the disenrollment of one or more students for any reason during the school year.

ARTICLE X

NON-TEACHING DUTIES

10.1 The Board and the Association agree that a teacher's primary responsibility is to teach and that his energy should be utilized to this end.

ARTICLE XI

SUMMER SCHOOL PROGRAM

11.1 The Board and the Association recognize that the summer school program may vary substantially from year to year, offers the opportunity for experimentation, and calls for flexibility in approach. The parties understand and agree that the early childhood education student school year normally extends beyond the K-12 school year, and that the term "summer school program" as used in this Article shall not be deemed to include such extended year programs in the early childhood education area.

11.2 The Board will adequately publicize its general scope and content, and the positions to be filled by teachers on the district website as soon as possible.

11.3 Subject to special requirements of the program (e.g. in-service training for new personnel), position openings shall be filled on the basis of competence and experience, and other things being equal preference shall be given to applicants from the regularly appointed teacher staff in the East Hartford school system.

ARTICLE XII **PROTECTIONS**

12.1 Teachers shall immediately report verbally to their supervisor, to be followed by a written report, all cases of assault suffered by them in connection with their employment.

12.2 Such report shall be forwarded to the Superintendent and the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under the law which relates to the incident of the persons involved.

12.3 The Board shall comply with the provisions of Section 10-235 of the Connecticut General Statutes with respect to civil proceedings initiated against a teacher.

ARTICLE XIII **ACCIDENT BENEFITS**

13.1 Whenever a certified person is absent from school as a result of personal injury, compensable under the Connecticut Workers' Compensation Laws, and arising out of and in the course of his employment, he may use his accumulated sick leave to supplement payments received for temporary total disability under the Workers' Compensation Act. Sick leave used for this purpose will be deducted at the rate of one-half day for each date of absence. The Board shall have the right to have such person examined by a physician designated by the Board for the purpose of establishing the length of time during which he is temporarily disabled from performing his duties, and, in the event that there is no adjudication in the appropriate workers' compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.

A teacher who is unable to work as a result of an incident falling within the provisions of Conn. Gen. Stat. § 10-236a shall be eligible for continuation of full salary payments in accordance with said statutory provision.

The following shall apply to any teacher who is eligible for payments under Section 23.1 and who has used sick leave to supplement workers' compensation payments under this section within the three (3) calendar years preceding his or her normal retirement under the Teachers' Retirement System: The total number of sick days used by such teacher for such purpose shall be restored for the purpose of calculating the benefit available to the teacher under Section 23.1, subject to the maximum payment limitations set forth in Section 23.1.

13.2 If a teacher is absent because of illness of a contagious communicable disease, other than the common cold or flu, traceable to contact made in school, the absence will not be charged against that teacher's sick leave.

ARTICLE XIV **LEAVE PROVISIONS**

SICK LEAVE

14.1 Each certified person shall receive leave of absence with full pay for sickness at a rate of fifteen (15) days a year. These fifteen (15) days may be accumulated up to one hundred eighty-five (185) days. Notwithstanding the foregoing, any teacher who has accrued more than one hundred eighty-five (185) sick days as of June 30, 2007 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2007 unless and until such time as such teacher's total sick leave accumulation falls below one hundred eighty-five (185) days. Sick leave days used by a teacher in any contract year shall first be charged to the teacher's 15-day sick leave allotment for that year, prior to any charge against the teacher's accumulated sick leave. Accumulated sick leave will be determined on the basis of such person's service with the Board since the most recent date of hire.

14.2 Sick leave credits will not accumulate while such teacher is absent from work on leave without pay.

14.3 Sick leave may be used in the following cases:

- (a) Personal illness or physical incapacity.
- (b) Enforced quarantine of such person in accordance with the community health regulations.
- (c) Illness or physical incapacity in such teacher's immediate family. For the purposes of this paragraph (c) immediate family is defined as any relative who resides in the primary residence of the employee. In addition, if a teacher is eligible for leave under the federal Family and Medical Leave Act in order to provide necessary care for a spouse, parent or child with a serious health

condition, the teacher may use accumulated sick leave for up to thirty (30) days of such leave.

- (d) Up to a total of five (5) personal days per year will be granted for absence for business beyond the individual's control which cannot be conducted outside of school hours. Except in emergencies, the request for such leave must be made prior to such leave by the individual to the Director of Human Resources, acting as designee of the Superintendent, provided that for two (2) days per year said request need not state the reason for the leave. Such two (2) days may not be used in conjunction with any other leave day or school holiday, but may otherwise be used in conjunction with each other. Leave under this paragraph (d) will be granted for the following reasons:

1. Court appearance where the teacher is a party or is subpoenaed.
2. House and mortgage closing of the teachers' domicile.
3. Wedding of teacher or member of immediate family.
4. Graduation of teacher or member of immediate family.
5. Funeral not covered in Section 14.7 (multiple requests to attend the same funeral will be granted at the discretion of the Director of Human Resources).

Immediate family for purposes of this paragraph (d) is defined as parent, stepparent, grandparent, spouse, child, stepchild, grandchild and also any relative who resides in the employee's primary residence.

The number of days allowable for each of the above reasons shall be subject to reasonable limitations. Personal days shall not be used to extend student recess periods.

- (e) Additional personal days for the above or personal days for reasons not mentioned above may be granted at the discretion of the Director of Human Resources.

14.4 In exceptional cases, the Board may grant additional sick leave with or without pay. Requests for such additional sick leave shall be in writing and must be signed by such person when possible.

14.5 Sick leave may not be used for recuperation from illness or injury which is directly traceable to employment by another employer.

14.6 It shall be the responsibility of the certified person to notify the central office in advance of extended absence if possible.

- (a) The Superintendent may request an appropriate medical certificate from any certified person for any leave of any duration.
- (b) When required to provide a certificate, the teacher shall have the option of providing a certificate from a doctor of his/her own choosing, in which case the teacher shall pay, or a doctor chosen by the Board in which case the Board shall pay. In any case, the Board may seek the judgment of its own physician.

BEREAVEMENT LEAVE

14.7 Three (3) days special leave with full pay shall be granted for bereavement and attendant activities in the event of a death in the immediate family of a teacher. Immediate family for purposes of this clause is defined as parent, stepparent, grandparent, spouse, brother, sister, child, stepchild, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law and father-in-law of a teacher and also any relation who is domiciled in the teacher's house. Additional days may be requested pursuant to Section 14.3(d).

JURY DUTY

14.8 A teacher who is absent from work in order to report for jury duty or appear as a witness under a legally enforceable subpoena shall receive a leave of absence with full pay. A teacher shall remit per diem jury pay, but not traveling expenses, to the Board when he or she receives jury duty pay from the state. This provision shall not apply to legal proceedings wherein the teacher, or the Association, is a party.

PROFESSIONAL CONFERENCES--VISITING DAY

14.9 Upon approval of the Superintendent or his designees, a visiting day or leave with full pay shall be granted to a teacher for visiting classes in other schools, attending conferences or important professional meetings. Travel expenses will be granted.

RELIGIOUS LEAVE

14.10 Up to three full days of paid leave may be granted to teachers for the celebration of religious high holy days. The request for such leave must be submitted at least five (5) business days prior to such leave to the Director of Human Resources, acting as designee of the Superintendent.

MATERNITY/ADOPTIVE/CHILDREARING LEAVE

14.11 Notwithstanding any provision in this contract to the contrary, the Board shall comply with all provisions of applicable federal and/or state law concerning disability maternity leave and/or family and medical leave.

14.12 Childrearing or adoptive leave for purposes other than disability must be requested, in writing, prior to (a) the time disability sick leave due to pregnancy commences, or (b) the time that the spouse of a certified staff member is determined to be disabled as a result of pregnancy, or (c) the adoption of a minor child, whichever is applicable.

A. Childrearing or adoptive leave shall commence at the end of disability sick leave as determined by medical authority, as applicable.

B. If disability sick leave commences between September 1 and January 31, the child-rearing leave shall extend for the remainder of the school year. Notification of intent to return shall be submitted by March 1 of the calendar year in which the certificated staff member plans to return. Failure to notify will constitute a resignation.

C. If the disability sick leave commences between February 1 and August 31, the child-rearing leave shall extend for the remainder of the school year and may extend for the next full school year if the teacher elects to do so in writing at the time the leave is requested. Notification of intent to return shall be submitted by January 1 of the calendar year in which the certified staff member plans to return. Failure to notify will constitute a resignation.

D. The certified staff member will be reinstated to a position for which he is certified and qualified provided his status has not been affected by Article 5.1 of this Agreement.

E. A certified staff member absent on child-rearing leave will be placed, upon his return, at the next salary step appropriate to his step placement at time of leave, provided teaching service exceeded ninety (90) school days in the school year.

F. Upon the expiration of any FMLA leave applicable to the teacher's childrearing leave, the teacher may continue insurance coverage at the teacher's expense for the duration of the childrearing leave.

G. Credit toward longevity shall not be granted for this period of leave.

H. Sick leave not used during disability leave shall be restored upon return to the system.

SABBATICAL LEAVE

14.13 Upon the recommendation of the Superintendent a sabbatical leave may be granted at the discretion of the Board for purposes of professional growth and development.

A. The teacher must have completed at least seven years of satisfactory service with the Board.

B. Sabbatical leave may be granted for one half of a school year or for one entire school year.

C. Applications for sabbatical leave should be submitted to the Superintendent on or before March 1st. The deadline of March 1st may be waived by the Superintendent.

D. Written notice of the Board's decision on each sabbatical leave application will be given to each applicant by June 1st.

E. Teachers absent on sabbatical leave shall be paid 75% of the contract rate in effect during such leave; provided, however, reductions shall be made, where necessary, so that the total of such payments, together with any amounts received in connection with the activities carried on during the sabbatical leave, do not exceed the salary to which such teacher would have been entitled under this contract for service with the Board during the period of the sabbatical leave. In addition to such salary, the Board may, in its discretion, reimburse the teacher for travel and other expenses related to the sabbatical leave. During the sabbatical leave, the teacher may continue insurance coverage at the teacher's expense for the duration of the leave.

F. In extraordinary cases where a teacher plans to study in areas determined by the Board to be critical, the seven year requirement of Section A may be waived and the employee may receive up to 100% of the contract rate referred to in Section E.

G. A teacher absent from service because of sabbatical leave, shall be entitled to such advancement on the salary schedule as he would have received had he remained in the system.

H. In the event that completion of the approved professional objectives of the sabbatical leave is made impossible by illness or injury, salary payments will be continued beyond the date such disability is incurred for a period equivalent to the sick leave credit accrued by the teacher.

I. Teachers who are granted sabbatical leave shall as a condition of acceptance agree to return to service in the school system for a period of two (2) full

school years following the completion of the sabbatical leave. In the event a teacher does not fulfill his/her agreement to serve two years following the completion of the sabbatical leave, the following provisions shall apply:

- 1) For service of less than one full year following completion of the sabbatical, the teacher shall reimburse the Board for the full amount of all compensation paid to the teacher during the period of the sabbatical leave.
- 2) For service of more than one year but less than two full years following completion of the sabbatical, the teacher shall reimburse the Board in an amount equal to one-half of the total compensation paid to the teacher during the period of the sabbatical leave.
- 3) Such reimbursement shall be made to the Board in one lump sum within sixty days of the end of the sabbatical leave.

GENERAL PURPOSE LEAVES

14.14 The Administration shall consider and may grant such leaves as requested in writing for general purposes under the following conditions:

- A. Such leaves shall be without pay.
- B. Such leaves shall normally be for a period of one school year.
- C. Application must be submitted at least ninety (90) calendar days prior to the date the leave is expected to commence, unless the leave will commence at the beginning of a school year, in which case the application must be submitted prior to March 1st of the school year preceding the school year for which the leave is being requested.
- D. Candidate must have completed at least ten (10) years of satisfactory service with the Board.
- E. During such leave, the teacher may continue insurance coverage provided that the teacher pays the costs for such insurance, except as otherwise provided by law. This subsection E will not apply in any situation in which a teacher is employed by a charter school or any other employer during the period of leave.
- F. Teachers must notify the Board by March 1st of the leave year of their decision whether or not to return to teaching. Failure to notify, results in automatic resignation. This date is of the essence.

G. Teacher returns to normal salary sequence and benefits accrual excluding the year of leave.

H. Return to same position is dependent upon needs of school system.

ARTICLE XV

SALARIES

15.1 The salary schedules and differentials for the school years covered by this Agreement are set forth on Schedules A and B attached hereto and hereby made a part of this Agreement.

15.2 Certified personnel shall have the option of choosing either 21 equal pay periods or 22 pay periods where the first 21 pays are equal to 1/26 of the teachers' pay and the 22nd pay period is equal to 5/26 of the teachers' pay.

15.3 On completion of 15 years service in East Hartford, \$200 will be added to the salary schedule. This will be increased by \$200 each five year period thereafter until retirement. Credit shall be given for years necessary to achieve longevity for United States Military Service which interrupts teaching service in East Hartford; such credit not to exceed two years. This provision shall be applicable only to teachers who are eligible for and are receiving such longevity payments as of June 30, 1995. Any teacher who is not eligible for and is not receiving such longevity payments as of June 30, 1995 shall not be eligible for such payments.

15.4 The following hourly rates of compensation shall apply to the work set forth below:

	<u>Rates Per Hour</u>		
	2019-2020	2020-2021	2021-2022
Home Instruction	\$31.06	\$31.53	\$32.08
Summer Work	\$31.06	\$31.53	\$32.08
Supervision of school dances, athletic events and other activities	\$24.91	\$25.28	\$25.72
Assigned detention supervision which occurs beyond the teacher's normal work day	\$31.06	\$31.53	\$32.08
Special education summer work	\$52.66	\$53.45	\$54.39

ARTICLE XVI

INSURANCE

16.1 The Board shall maintain a High Deductible Health Plan/Health Savings Account (hereinafter "HSA Plan") as set forth in Appendix C. Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with such coverage to be paid by the employee through payroll deduction.

The Board will not fund any portion of the deductible under the HSA Plan.

Effective with the 2021-22 contract year, the Board will not process employee contributions into employees' Health Savings Accounts, unless the Board and the Association mutually agree otherwise.

The teachers' premium contributions toward the HSA Plan will be as follows:

Effective July 1, 2019: 9.0%

Effective July 1, 2020: 10.0%

Effective July 1, 2021: 11.0%

The Board will also provide for all teachers Blue Cross Full Service Dental Plan with riders A, B, C. The teachers' premium contributions toward the dental plan will be as follows:

Effective July 1, 2019: 23.0%

Effective July 1, 2020: 24.0%

Effective July 1, 2021: 25.0%

The teachers' premium contributions shall be based on the fully-insured rates for the plan selected.

The Board will adopt an Internal Revenue Code Section 125 plan which allows teachers to pay insurance contributions with pre-tax dollars.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2022. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will

reopen Section 16.1 (including the related Appendix C of the contract) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

16.2 The Board shall provide and pay for a life insurance policy with a double indemnity provision for each teacher in the amount of \$25,000.

16.3 Life insurance for teachers retiring after January 1, 1970, shall be paid in full by the Board to the amount of \$3,000.

16.4 Teachers retiring under Chapter 167A shall be permitted to continue their health insurance in accordance with C.G.S. 10-183t.

16.5 The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

ARTICLE XVII

VACANCIES, ASSIGNMENTS AND TRANSFERS

17.1 Promotional positions are defined as those positions requiring an administrative or supervisory certificate or positions set forth on Schedule B attached hereto.

17.2 When the Superintendent determines that a vacancy exists in a promotional position or a new promotional position is created, notice of such vacancy or newly created position shall be made known to all teachers by posting for a minimum period of ten (10) school days on the district website and bulletin boards.

17.3 Notice of all such vacancies that arise during the summer months shall be posted for a minimum period of ten (10) days on the district website and on the central office bulletin boards.

17.4 A written notice of the decision on each application shall be forwarded to the applicant.

17.5 Qualifications, work requirements and the effective date for vacancies or newly created positions shall be clearly defined for all prospective applicants.

17.6 Nothing herein shall preclude the Board in an emergency from filling such positions with any person whom it finds qualified.

17.7 Teachers shall be notified in writing annually of their teaching assignments not later than the last day of school. Such notification shall include grade level, subject area and building assignment. In the event of a change in circumstances, such assignments may be changed as required to meet the situation, and the teacher shall be notified as soon as possible. No transfer of teachers will occur after the first thirty (30) days of school, except in unforeseen circumstances such as death, resignation, changes in student enrollment or emergency school closing, or by agreement with the affected teacher after consultation with the Association. In the event that a teacher is reassigned from one building to another building after the start of the school year, the affected teacher shall be given two (2) school days to complete the required move. If the teacher is reassigned within the same building after the start of the school year, he/she shall be given one (1) school day to complete the required move. Appointments to extracurricular or cocurricular positions shall be confirmed in writing to the teachers appointed to such positions.

17.8 Teachers who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire with the Department of Human Resources no later than January 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preferences) to which he desires to be transferred.

17.9 Notice of transfer shall be given to teachers as soon as practicable and under normal circumstances no later than the last day of school. Where a request is denied, the teacher will receive an explanation for such action either in person or in writing, at the option of the Administration. Where no response is given by the last day of school, this teacher shall be entitled to a personal explanation upon request.

17.10 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable. Such teachers shall have sufficient travel/set-up time in addition to their regularly scheduled conference periods.

ARTICLE XVIII

GRIEVANCE PROCEDURE

18.1 The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level issues which may arise from time to time with respect to the salaries and working conditions of teachers provided for in this Agreement. The Board and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure, subject to the provisions of the Freedom of Information Act. The Board also agrees to make available to any aggrieved teacher and/or his Association representative all records

within the possession of the Board which bear on the issues raised by the grievance, to the extent required by the Freedom of Information Act.

18.2 A. **Grievance.** A grievance shall mean (i) a complaint by a certified teacher or teachers that his, her or their rights under the specific language of this agreement have been violated or that as to him, her or them there is a misinterpretation or misapplication of a specific provision of this agreement, or (ii) a complaint concerning an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers. However, grievances defined in (ii) above may only be processed as far as level three of the grievance procedure, and level four shall not apply.

B. **Aggrieved.** An individual or group of individuals alleging that a grievance exists.

C. **Grieved.** An individual or group of individuals who are alleged to be the cause of, or who have committed, a grievance.

D. **Teacher.** Any person who is included in the unit as defined in Article 2.1.

E. **Days** shall mean days when school is in session. During the summer, days shall mean business working days.

GENERAL PRINCIPLES

18.3 A. It shall be the firm policy of the Board to assure to every teacher an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.

B. A teacher may seek and use the assistance of an officer or representative of the Association in the presentation and/or appeal of any grievance. Such assistance shall include, but not be limited to, the direct representation of a teacher at all steps of the grievance procedure.

C. Nothing contained in this grievance procedure shall be construed to deny any teacher his/her constitutional rights under the laws of the State of Connecticut.

D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of grievance procedure should be considered maximum. These time limits may, however, be extended by mutual agreement. The failure of a teacher (aggrieved) to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator or one who is

grieved against at any step to communicate his/her decision to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step.

E. The primary function of this procedure is to seek to resolve the professional problems of individual teachers or groups of teachers. This is to be done with the least possible publicity maintaining professional confidences so as to curtail any adverse effect on the school system or profession.

PROCEDURE

18.4 1. Informal Level.

A teacher with a grievance shall first discuss it with the grieved person and/or with an Association Representative with the objective of resolving the matter informally.

2. Level One.

A. The aggrieved person shall meet with his/her immediate superior and present a written statement of his grievance to the immediate superior, with a copy to the grieved person, within the time period set forth in Section 18.6.C.

B. The immediate superior shall give a written decision to the aggrieved within five days of receipt of the grievance.

3. Level Two.

A. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level One, or in the event that no decision has been rendered within five days after presentation of the grievance in writing, he/she or his/her designee which may be the Chairman of the Association Committee on Professional Rights and Responsibilities shall file the grievance in writing with the Superintendent within ten days.

B. Within five days after the receipt of the written grievance, the Superintendent or his designee shall meet with the aggrieved person in an effort to resolve the grievance. The Superintendent shall render his/her decision in writing to the teacher and the Association within five days after the conclusion of said meeting.

4. Level Three.

A. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered within five days after the conclusion of said meeting with the Superintendent or his/her

designee, he/she or his/her designee shall file the grievance in writing with the Board of Education within ten days.

B. Within ten days after the receipt of the written grievance, the Board of Education shall meet with the aggrieved person in an effort to resolve the grievance. The decision shall be rendered in writing to the teacher and the Association within five days after the conclusion of said meeting.

5. Level Four.

A. In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or in the event no decision has been rendered within five days after the conclusion of the meeting with the Board, he/she may, within five days after a decision by the Board or ten days after the conclusion of the meeting with the Board, whichever is sooner, request in writing the Association to submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious and submitting it is in the best interest of the East Hartford school system, it may submit the grievance to arbitration with a written copy to the Board within ten days after receipt of such a request from the aggrieved person.

B. Within five days after written notice of such arbitration, representatives of the Board and the Association shall agree upon and select an arbitrator or arbitrators. If the parties cannot agree upon an arbitrator or arbitrators at this meeting, the grievance shall be submitted to American Dispute Resolution Center by the Association. The arbitration shall be conducted in accordance with the administrative procedures, practices and rules of American Dispute Resolution Center.

C. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and, render his/her decision. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon all parties to this agreement during the life of this agreement, except as otherwise provided by law.

D. The cost of the services of the arbitrator including per diem expenses, if any, and actual travel and subsistence expenses, shall be borne equally by the Board and the Association.

RIGHT OF TEACHERS TO REPRESENTATION

18.5 A. Any teacher may be represented at all stages of this grievance procedure by himself or a member of the East Hartford Education Association. When a

teacher represents himself or herself, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

B. No teacher may file for arbitration as an individual but only the Association may file an appeal to arbitration hereunder.

C. 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 school hours, all persons who participate shall be excused without loss of pay or leave time for that purpose.

D. The Association shall have the right to initiate a grievance which in the opinion of the President of the Association or his/her designee affects a group or class of teachers and such action shall be taken in the name of the President of the Association or his designee. If such a grievance is the result of action or inaction by the Board or central administration, it shall be initiated at Level 2.

E. The Association representatives shall be permitted, when otherwise free from teaching assignment, to investigate and process grievances to ascertain compliance with the provisions of this Agreement, provided their principal or supervisors have been notified of where they are going and why they are leaving their school buildings and have received permission therefor, and provided further that upon entering a school building they shall inform the principal or the building administrative office personnel why they are there and received permission to carry out their purpose. This permission in both instances shall not be unreasonably withheld.

MISCELLANEOUS

18.6 A. Forms and instructions for filing and processing grievances and other documents necessary under the procedure shall be prepared by the Association and shall be made available at each school office. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

B. All grievances must be processed through and in accordance with the grievance procedure set forth herein.

18.6. C. Any complaint or grievance not presented in writing at level one for disposition through the grievance procedure set forth above within fifteen (15) school days of the occurrence of the facts or condition giving rise thereto, or within fifteen (15) school days of the grievant's knowledge of their occurrence, whichever comes later, shall not thereafter be treated or processed as a grievance under this Agreement. In the case of an individual grievance, knowledge shall be presumed to take place no later than thirty (30) calendar days after the occurrence in question.

ARTICLE XIX
ITEMS NOT IN AGREEMENT

19.1 Any item not covered in this agreement may hereafter be governed by the modification of existing policies, rules and/or regulations or by the adoption by the Board of a new policy, and/or regulations.

ARTICLE XX
CURRICULUM DEVELOPMENT

20.1 The Association is interested in curriculum and recognizes that rapid technological and sociological changes and growth mandate constant study of and revision in our curriculum and instructional program. Therefore, curriculum revision shall be thoroughly researched by committees composed of appropriate certified personnel. The teachers are expected to play an active role in preparation, implementation, evaluation of curriculum and facilities. In order to reach their goals the Board is expected to utilize release time during the school day and/or sponsor summer curriculum workshops. The rate of pay for summer workshops shall be the same as the rate for summer school work.

ARTICLE XXI
MISCELLANEOUS

21.1 Any teacher may inspect and/or copy any material in his/her personnel file upon giving three (3) working days' written notice to the Human Resources department. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question.

21.2 If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings.

21.3 The Board agrees that two (2) teachers designated by the Association shall, upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Association activities. A teacher on leave of absence under this Section, who returns to his position at the end of that leave, shall upon such return be placed on the salary step he/she would have been on without the leave. Such teachers may continue their health insurance benefits, at their own expense, in accordance with applicable law.

21.4 Duties and responsibilities of teachers shall not be changed without the opportunity for negotiations upon request concerning fair and equitable adjustment of compensation. Any negotiated adjustment shall be effective as of the date of the change in duties and responsibilities.

21.5 Reasonable released time for teachers shall be arranged when, and if, requested by the Association leadership for meetings.

21.6 No teacher shall in an effort to effect a settlement of any disagreement with the Board, engage in any strike or concerted refusal to render services.

21.7 Any teacher assigned to teach less than one-half the regular full-time teaching load shall not be entitled to medical or life insurance benefits. All benefits, including insurance benefits and paid leave of any kind, shall be available on a prorated basis to those assigned to teach less than a full teaching load. Notwithstanding the foregoing, any part-time teacher assigned to teach one-half or more of the regular teaching load as of June 30, 2007, and who thereafter continues teaching in a part-time position equal to one-half or more of the regular teaching load, on a continuous basis, shall receive the same insurance benefits accorded a full-time teacher.

21.8 Any teacher who uses his/her personal vehicle on approved Board business in or out of the district during the work day or after hours will be reimbursed at the IRS rate, in accordance with all applicable IRS regulations. In order to be eligible for such reimbursement, the teacher must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10th) calendar day of the calendar month following the travel. Payment will be monthly.

21.9 Long-term substitutes, as defined under the Connecticut General Statutes and the regulations promulgated by the State Department of Education, shall be paid in accordance with this section. Long-term substitutes who are hired for an assignment which is expected to last at least one full school year shall be paid at Step One of the BA Schedule from day one of the assignment. Long-term substitutes who are hired for an assignment which is expected to last less than one full school year shall be paid at a rate to be determined by the Board. In no case shall any long-term substitute be eligible for benefits under this contract, except that long-term substitutes may participate in the health insurance plan(s) offered to teachers, at their own expense. As used in this section, the term "benefits" shall include, but shall not be limited to, the provisions set forth in Articles V, XIII, XIV, XV, XVI, XVII, XXI (except Section 21.1, if a formal evaluation is prepared for such teacher), XXII and XXIII.

21.10 No teacher shall be suspended, reduced in rank or compensation or denied an increment without just cause.

21.11 Teachers may submit requests for job sharing arrangements to the Administration. The Administration shall have the sole discretion to approve or deny such requests, and no such decisions shall be subject to the grievance procedure.

ARTICLE XXII

SALARY PLACEMENT

22.1 Schedule credit shall be given for active military service, or Peace Corps service up to two (2) years.

22.2 In order to become effective for salary purposes, changes in degree status (together with transcripts or other satisfactory evidence of course completion) must be submitted to the Director of Human Resources in accordance with the following schedule:

<u>Deadline for Submission</u>	<u>Date Changes Will Become Effective</u>
August 15	First payroll occurring after 9/1
January 15	First payroll occurring after 2/1

22.3 (a) For salary placement the District will recognize all previous full-time pre-K through 12 teaching experience from East Hartford Public Schools, another public school district and/or parochial/private schools if a regular teacher (not substitute) with appropriate State certification is hired. No new teacher will be placed on a step higher than currently employed East Hartford teachers having equal education and experience.

(b) Under extenuating circumstances exceptions to 22.3(a) will be permitted after notification to EHEA of reasons.

ARTICLE XXIII

RETIREMENT SEPARATION PAY

23.1 Teachers who were hired prior to July 1, 2004 and who retire from public school teaching while eligible for retirement under the State Teachers' Retirement Plan shall receive retirement separation pay for serving a minimum fifteen (15) years of continuous teaching service in East Hartford. Such payment shall be made as follows:

The following payment formula shall apply:

<u>Percent</u>	<u>Maximum Days Paid</u>
40% of accumulated sick leave (not to exceed 185 days)	74

Payment is at 1/185 of the teacher's annual salary based on degree and step in retirement year. The Board shall pay to the estate of a teacher who dies before retirement, but would otherwise be eligible for a benefit under this paragraph, an amount computed as if the teacher had retired on the date of death. This provision applies only to teachers who retire from teaching service, as described above, and it shall not under any circumstances apply to a teacher whose employment is terminated by the Board and/or who loses or surrenders his/her teaching certificate as a result of moral misconduct (as defined in Conn. Gen. Stat. § 10-151) occurring prior to the teacher's separation from employment with the Board. In order to receive the payments described in Section 23.1 on or about June 30 of the year in which the teacher retires, the teacher must submit written notice of retirement to the Superintendent or his/her designee on or before January 1 of the year in which the teacher retires. If notice of retirement is not submitted to the Superintendent or his/her designee on or before such date, such payments will be made on or about June 30 of the following year.

The provision regarding separation pay outlined above shall not apply to any teacher hired on or after July 1, 2004.

23.2 Teachers shall receive their retirement separation pay in one payment.

ARTICLE XXIV **WAIVER CLAUSE**

24.1 In the event that any portion or portions of this agreement are found to be illegal, void, or voidable, it is agreed that such finding will have no effect on the remaining portion or portions of this Agreement, and both parties will meet immediately and bargain such new language as is necessary to comply with such restrictions.

ARTICLE XXV **DURATION**

25.1 This Agreement contains the full and complete Agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.

25.2 This Agreement shall be in full force and effect for the period commencing July 1, 2019 – June 30, 2022.

25.3 This Agreement shall bind and inure to the benefit of the Board, certified personnel, and the Association.

EAST HARTFORD
BOARD OF EDUCATION

EAST HARTFORD
EDUCATION ASSOCIATION

By _____

By _____

Date: _____

Date: _____

SCHEDULE A-1
Salary Schedule
2019-2020

Step	BA	BA+30	MA	MA+1	PHD
1	\$51,165	\$57,658	\$59,279	\$61,983	\$67,395
2	\$54,096	\$60,588	\$62,211	\$64,916	\$70,324
3	\$56,258	\$63,293	\$64,916	\$68,162	\$73,571
4	\$58,425	\$65,996	\$67,622	\$71,405	\$76,813
5	\$60,588	\$68,704	\$70,324	\$74,653	\$80,602
6	\$62,753	\$71,405	\$73,030	\$77,899	\$84,390
7	\$64,916	\$74,653	\$76,275	\$81,143	\$88,177
8	\$67,622	\$77,899	\$79,520	\$84,928	\$91,962
9	\$70,324	\$81,143	\$82,766	\$88,718	\$95,751
10	\$73,030	\$84,390	\$86,010	\$92,504	\$99,538
11	\$75,733	\$87,634	\$89,260	\$96,292	\$103,325

The salary schedule set forth above reflects a 2.00% general wage increase applied to steps 1-11 of the 2018-19 salary schedule.

There shall be no step advancement during the 2019-20 contract year.

SCHEDULE A-2
Salary Schedule
2020-2021

Step	BA	BA+30	MA	MA+1	PHD
1	\$51,165	\$57,658	\$59,279	\$61,983	\$67,395
2	\$54,096	\$60,588	\$62,211	\$64,916	\$70,324
3	\$56,258	\$63,293	\$64,916	\$68,162	\$73,571
4	\$58,425	\$65,996	\$67,622	\$71,405	\$76,813
5	\$60,588	\$68,704	\$70,324	\$74,653	\$80,602
6	\$62,753	\$71,405	\$73,030	\$77,899	\$84,390
7	\$64,916	\$74,653	\$76,275	\$81,143	\$88,177
8	\$67,622	\$77,899	\$79,520	\$84,928	\$91,962
9	\$70,324	\$81,143	\$82,766	\$88,718	\$95,751
10	\$73,030	\$84,390	\$86,010	\$92,504	\$99,538
11	\$76,869	\$88,949	\$90,599	\$97,736	\$104,875

The salary schedule set forth above reflects the following: 1.50% increase applied to step 11 of the 2019-20 salary schedule; no increase applied to the 2019-20 rates for steps 1-10.

Teachers not on the maximum step will advance one step on the salary schedule, effective July 1, 2020.

SCHEDULE A-3
Salary Schedule
2021-2022

Step	BA	BA + 30	MA	MA + 1	PHD
1	\$51,165	\$57,658	\$59,279	\$61,983	\$67,395
2	\$54,096	\$60,588	\$62,211	\$64,916	\$70,324
3	\$56,258	\$63,293	\$64,916	\$68,162	\$73,571
4	\$58,425	\$65,996	\$67,622	\$71,405	\$76,813
5	\$60,588	\$68,704	\$70,324	\$74,653	\$80,602
6	\$62,753	\$71,405	\$73,030	\$77,899	\$84,390
7	\$64,916	\$74,653	\$76,275	\$81,143	\$88,177
8	\$67,622	\$77,899	\$79,520	\$84,928	\$91,962
9	\$70,324	\$81,143	\$82,766	\$88,718	\$95,751
10	\$73,030	\$84,390	\$86,010	\$92,504	\$99,538
11	\$78,214	\$90,506	\$92,184	\$99,446	\$106,710

The salary schedule set forth above reflects the following: 1.75% increase applied to step 11 of the 2020-21 salary schedule; no increase applied to the 2020-21 rates for steps 1-10.

Teachers not on the maximum step will advance one step on the salary schedule, effective July 1, 2021.

Effective June 30, 2022, the Board and the Association agree to split the bubble between steps 10 and 11 in half by adding a step in between steps 10 and 11, resulting in a 12-step schedule, as set forth in the schedule below. No step movement will occur on June 30, 2022, and no teacher's actual salary will change on June 30, 2022. Teachers who were on Step 11 (maximum step) immediately prior to June 30, 2022 will be on Step 12 (maximum step) effective June 30, 2022.

The parties agree that the 12-step schedule set forth below will be used as the basis for the parties' negotiations for a successor collective bargaining agreement. The actual salaries and/or step advancement for the period July 1, 2022 forward will be subject to those negotiations for the successor collective bargaining agreement.

Step	BA	BA + 30	MA	MA + 1	PHD
1	\$51,165	\$57,658	\$59,279	\$61,983	\$67,395
2	\$54,096	\$60,588	\$62,211	\$64,916	\$70,324
3	\$56,258	\$63,293	\$64,916	\$68,162	\$73,571
4	\$58,425	\$65,996	\$67,622	\$71,405	\$76,813
5	\$60,588	\$68,704	\$70,324	\$74,653	\$80,602
6	\$62,753	\$71,405	\$73,030	\$77,899	\$84,390
7	\$64,916	\$74,653	\$76,275	\$81,143	\$88,177
8	\$67,622	\$77,899	\$79,520	\$84,928	\$91,962
9	\$70,324	\$81,143	\$82,766	\$88,718	\$95,751
10	\$73,030	\$84,390	\$86,010	\$92,504	\$99,538
11	\$75,622	\$87,448	\$89,097	\$95,975	\$103,124
12	\$78,214	\$90,506	\$92,184	\$99,446	\$106,710

SCHEDULE B-1

The following teachers shall receive in addition to their basic salary, the differentials listed opposite their classification for added responsibility.

POSITION	2019-20	2020-21	2021-22	# RELEASE PERIODS*
Athletic Coordinator High School	10,995	11,160	11,355	2
Athletic Coordinator Middle School	7,329	7,439	7,569	3/wk
Computer Coordinator	0	0	0	5
Elem. Media Coordinator	0	0	0	5
Prof. Development Coordinator	5,863	5,951	6,055	2
Supportive Coordinator	9,162	9,299	9,462	1
Student Activities Coordinator H.S.	7,329	7,439	7,569	0
Student Activities Coordinator M.S.	2,199	2,232	2,271	0
MS Team Leader	3,666	3,721	3,786	0
HS Program Leader	3,666	3,721	3,786	0
HS Co-Band Director (2)	3,666	3,721	3,786	0
HS Marching Band Field Show	619	628	639	
HS Co-Vocal Director (2)	1,099	1,115	1,135	0
HS Orchestra Director	1,099	1,115	1,135	
MS Co-Band Director (2 at EHMS; 1 at Sunset)	1,001	1,016	1,034	
MS Choir Director	1,001	1,016	1,034	
MS Orchestra Director	1,001	1,016	1,034	
Work Study Advisor	2,565	2,603	2,649	0
MS Academic Areas Coordinator	2,199	2,232	2,271	0
Academic Teams 7-10 Coordinator	3,666	3,721	3,786	1
CAPT & CMT 7-12 Coordinator	3,666	3,721	3,786	0
Printer	3,076	3,122	3,177	0
Academy Coordinator E.H.M.S.	3,666	3,721	3,786	0

Department Chairperson:

Stipend is per teacher with a minimum of \$1,000 and a maximum of \$6,000. Those holding positions on June 1, 1994, paying more than \$6,000 will not be subject to the maximum cap for as long as they do not voluntarily leave that position or the number of teachers in the department warrants payment of over \$6,000

1-2	department teachers	1/wk
3-5	department teachers	2/wk
6-10	department teachers	3/wk
11-15	department teachers	4/wk
16+	department teachers	5/wk

<u>POSITION</u>	<u>2019-22</u>	<u># RELEASE PERIODS*</u>
Psychological Examiner**	3,280	0
Social Worker***	3,280	0
Reading consultant***	3,280	0
Special Ed. Teacher***	1,510	0
Spch. Hrg. Therapist***	1,510	0

* Release periods are by the day unless indicated with "/wk" which are by the week.

** The differential for this position is payable only to teachers who were in such position as of the last day of school in June 1994, and only for as long as they do not voluntarily leave that position. The dollar amount is frozen at the June 30, 1994 rate.

*** The differential for this position is payable only to teachers who were in such position as of the last day of school in June 1982, and only for as long as they do not voluntarily leave that position. The dollar amount is frozen at the June 30, 1994 rate.

SCHEDULE B-2

B-2 payments for coaching positions shall be made with the regular payroll process on the first pay day that follows approval by the Human Resources Department, within thirty (30) calendar days after the completion of the regular season.

<u>SPORT</u>		<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
<u>Football</u>				
Head Coach	(1)	7,319	7,429	7,559
Assistant	(3)	5,490	5,572	5,670
Freshman	(2)	5,490	5,572	5,670
<u>Basketball</u>				
Head Coach	(2)	6,862	6,965	7,087
Assistant	(2)	5,033	5,108	5,197
Freshman	(2)	4,118	4,180	4,253
<u>Baseball - Softball</u>				
Head Coach	(2)	5,947	6,036	6,142
Assistant	(2)	4,572	4,641	4,722
Freshman	(2)	3,660	3,715	3,780
<u>Track (Outdoor)</u>				
Head Coach	(2)	5,490	5,572	5,670
Assistant	(2)	4,118	4,180	4,253
Freshman	(2)	3,203	3,251	3,308
<u>Track (Indoor)</u>				
Head Coach	(1)	4,118	4,180	4,253
Assistant	(2)	2,745	2,786	2,835
<u>Swimming</u>				
Head Coach	(2)	5,490	5,572	5,670
Assistant	(2)	4,118	4,180	4,253
<u>Gymnastics</u>				
Head Coach	(1)	5,490	5,572	5,670
Assistant	(1)	4,118	4,180	4,253
<u>Wrestling</u>				
Head Coach	(1)	5,490	5,572	5,670
Assistant	(1)	4,118	4,180	4,253
Freshman	(1)	3,203	3,251	3,308
<u>Soccer</u>				
Head Coach	(2)	5,490	5,572	5,670
Assistant	(2)	4,118	4,180	4,253
Freshman	(2)	3,203	3,251	3,308

<u>SPORT</u>		2019-20	2020-21	2021-22
<u>Cross Country</u>				
Head Coach	(2)	4,118	4,180	4,253
Assistant	(1)	2,745	2,786	2,835
<u>Volleyball</u>				
Head Coach	(2)	4,118	4,180	4,253
Assistant	(2)	2,745	2,786	2,835
<u>Golf</u>				
Head Coach	(1)	4,118	4,180	4,253
Assistant	(1)	2,745	2,786	2,835
<u>Badminton</u>				
Head Coach	(1)	4,118	4,180	4,253
<u>Tennis</u>				
Head Coach	(2)	4,118	4,180	4,253
<u>Intramurals</u>				
Coaches	(8)	1,830	1,857	1,889
Coordinator*	(1)	1,830	1,857	1,889
<u>Cheerleading</u>				
Coaches	(2)	2,745	2,786	2,835
<u>Hockey</u>				
Head Coach	(1)	6,862	6,965	7,087
Assistant	(1)	5,033	5,108	5,197
<u>Middle School</u>				
Major Coaches	(9)	3,203	3,251	3,308
Minor Coaches	(12)	1,830	1,857	1,889
Cheerleading	(1)	2,289	2,323	2,364
6 th Grade Intramurals	(2)	1,830	1,857	1,889

*Coordinator will not evaluate staff and must have some direct contact with students.

Athletic Trainer - \$18,727 in 2019-20, \$19,008 in 2020-21 and \$19,341 in 2021-22.
Payments are made in three installments, one for Fall sports, one for Winter and one for Spring.

The following provisions shall apply to coaching positions:

1. The Board and the Association agree that it is in the best interests of the district to maximize the opportunities for all interested individuals to apply for athletic coaching positions within the district, and to maximize the district's ability to select the most qualified applicant for all coaching positions.
2. Accordingly, the parties agree that all athletic coaching positions will be posted in a two-year cycle. All Winter and Spring coaching positions will be posted in one two-year cycle, and all Fall coaching positions will be posted in another two-year cycle in the following year. Intramural coaching positions will also be included with their respective seasons.
3. In the event of a vacancy in any coaching position occurring during a two-year cycle for any reason (including, but not limited to, resignation, retirement, non-renewal for the following season and/or termination), the Administration will retain the right to post the vacancy for the remainder of the two-year cycle.

Postings of athletic coaching vacancies will be prepared by Department of Human Resources and will be posted shortly after the conclusion of each coaching season. All qualified individuals wishing to apply for any coaching position (including current incumbents who wish to be considered for reappointment) must apply in accordance with the procedures established by the Department of Human Resources. For each coaching position, the Administration shall have the right to appoint the individual determined by the Administration to be most qualified for the position in question.

SCHEDULE B-3

Schedule B-3 payments for advisor or extracurricular positions shall be made with the regular payroll process twice yearly: the last pay day in January and the last pay day in June. Persons holding position(s) on Schedule B-3 do not receive release periods.

<u>ACTIVITY</u>		<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
<u>High School</u>				
<u>Class Advisors</u>				
Freshman	(2)	668	678	690
Sophomore	(2)	1,001	1,016	1,034
Junior	(4)	1,336	1,356	1,380
Senior	(4)	2,005	2,035	2,071
<u>Extra-Curricular</u>				
Yearbook		3,675	3,730	3,795
Newspaper Advisor		2,005	2,035	2,071
Select Choirs Director		2,005	2,035	2,071
District Choir Accompanist		1,001	1,016	1,034
EHHS Choir Accompanist		1,001	1,016	1,034
Drama Director & Advisor		5,947	6,036	6,142
Technical Director		2,745	2,786	2,835
Music/Vocal Director		2,745	2,786	2,835
Musical Choreographer		1,238	1,257	1,279
Musical Producer		1,531	1,554	1,581
Stage Manager		2,005	2,035	2,071
Jazz Band Director		2,005	2,035	2,071
Color Guard Director		1,660	1,685	1,714
Tri-M Advisor		1,336	1,356	1,380
Drill Team Advisor		1,336	1,356	1,380
School Publicity		1,336	1,356	1,380
Business Manager		1,336	1,356	1,380
Ass't Newspaper Advisor		1,336	1,356	1,380
Literary Magazine Advisor		1,001	1,016	1,034
Student Council		1,001	1,016	1,034
Co-Curricular and Other Activities		336	341	347
Lead Teacher/Site Coordinator - UCONN PDC		533	541	550
Schools (paid by UCONN)				
EHHS/EHMS iPad Coordinator (1 position responsible for both schools)		558	566	576
TEAM Module Readers		558	566	576

The parties acknowledge and agree that any and all compensation provided to each Lead Teacher/Site Coordinator shall be the sole responsibility of the University of Connecticut. The Board shall not be responsible for compensating any Lead Teacher/Site Coordinator.

The Board agrees to provide appropriate release time for the Lead Teacher/Site Coordinator, as required, to conduct observations of pre-service teachers and attend educational consortium meetings as offered by the Neag School of Education at the University of Connecticut.

<u>ACTIVITY</u>	2019-20	2020-21	2021-22
<u>Middle School and Sunset Ridge</u>			
Stage Manager (EHMS only)	2,005	2,035	2,071
Talent Show Advisor (EHMS only)	1,001	1,016	1,034
Jazz Band Director	1,336	1,356	1,380
Select Choir Director	1,001	1,016	1,034
Choir Accompanist	668	678	690
Class Advisors (4)	1,336	1,356	1,380
Newspaper	1,336	1,356	1,380
Yearbook Advisor	1,336	1,356	1,380
Student Council	1,001	1,016	1,034
Ski Club	668	678	690
<u>Inter-Elementary</u>			
Co-Band Director (2)	1,002	1,017	1,035
Co-Orchestra Director (2)	1,002	1,017	1,035
Co-Choir Director (2)	1,002	1,017	1,035
<u>Elementary</u>			
Extracurricular Activities per school (6) (includes choral, art & physical education)	668	678	690
Coordinator of Science & Embedded Task Materials	579	588	598
Instrumental Music (A stipend shall be received for each school the teacher is assigned)	668	678	690
Grade level data team leader (data teams of 3 or more teachers)	545	553	563
Grade level data team leader (data teams of 2 or fewer teachers)	272	276	281
<u>CIBA</u>			
Yearbook Club	1,117	1,134	1,154
Peer Tutoring	1,001	1,016	1,034
Interact Club	1,001	1,016	1,034
Student Advisory Board	1,001	1,016	1,034
Chinese Club	336	341	347
Model UN	336	341	347
Mock Trial	336	341	347
Dance Club	336	341	347
GSA	336	341	347
Art Club	336	341	347
Chess Club	336	341	347
Animal Rights Club	336	341	347
Choir	336	341	347

MEMORANDUM OF UNDERSTANDING

1. **RE: Time between Elementary Art, P.E., Music, etc. Classes**

The Board and the Association agree to have the elementary school/duties committee explore changes in the elementary school schedule to allow for up to a five (5) minute interim between Art, P.E., Music, etc. classes. The parties are aware that such a schedule is currently in place at the Pitkin Elementary School and that it could be used as a model for the other elementary schools.

EAST HARTFORD
BOARD OF EDUCATION

EAST HARTFORD
EDUCATION ASSOCIATION

By: Robert S. Fresher

By: Robert Corso

Date: December 12, 1991

Date: December 12, 1991

APPENDIX C

HIGH DEDUCTIBLE HEALTH PLAN HEALTH SAVINGS ACCOUNT

THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (single/ family)	\$2,000/\$4,000	
Coinsurance	Not applicable	20%
Out of Pocket Maximum (Including Deductible) (single/ family)	\$4,000 / \$8,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Covered Services		
	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
PREVENTIVE CARE		
Well child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
Other Preventive Screenings:		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per member per Calendar Year – additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance

THERAPY SERVICES		
Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections - Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible & Coinsurance
Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
PHYSICIAN/MEDICAL/SURGICAL SERVICES		
Medical Office Visits	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Private Duty Nursing Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance

Prescription Drugs Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply. Diabetic equipment, drugs, and supplies. Mail Order Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 90 day supply. Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance
	Deductible	Deductible & Coinsurance
Prescription drugs -after deductible <i>(when purchased from network pharmacy)</i>	Retail (30 day supply) \$10 Tier 1 co payment \$25 Tier 2 co payment \$40 Tier 3 co payment	Deductible & Coinsurance Per prescription
	Mail Order (90 day supply) \$10 Tier 1 co payment \$50 Tier 2 co payment \$80 Tier 3 co payment	Deductible & Coinsurance Per prescription
Human Organ and Tissue Transplant Unlimited Maximum	Deductible	Deductible & Coinsurance
Home health care Nursing and therapeutic services limited to 200 visits per calendar year Home health aide services limited to 80 visits that are (applicable to the 200 visit limit) In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible	Deductible & Coinsurance
	Deductible	Deductible & Coinsurance
	Deductible	Deductible & Coinsurance
Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period Diabetic equipment and supplies	Deductible	Deductible & Coinsurance
Ostomy Related Services	Deductible	Deductible & Coinsurance
Hospice Care (Inpatient)	Deductible	Deductible & Coinsurance
Wig Up to \$500 maximum per Member per Plan Year		

Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services – covered only to the levels pursuant to State of CT mandate Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

Dependent Maximum age is 26 years.


Notes to Benefit Descriptions

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This does not constitute your health plan or insurance policy. It is only a general description of the plan.

III. Arbitrators' Signature Page and Oaths

In the Matter of East Hartford Board of Education
-and-
East Hartford Education Association
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 East Hartford Board of Education



Gail McKinley-Anderson
Representing the Interests of the East Hartford Education Association

In the Matter of Binding Arbitration

Between

EAST HARTFORD Board of Education

-and-

EAST HARTFORD EDUCATION ASSOCIATION

Subject _____
(Last Best Offer Binding Arbitration)

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

STATE OF CONNECTICUT

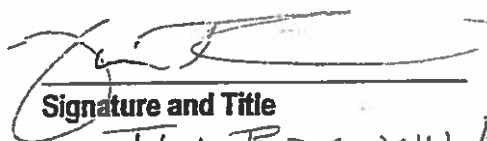
COUNTY OF HARTFORD

ss: EAST 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 9TH day of SEPTEMBER, 2018.


Signature and Title
John ROMANOW, Esq
Clerk of Superior Court

In the Matter of Binding Arbitration

Between

East Hartford Board of Education

-and-

East Hartford Educ. Assn.

Subject _____
(Last Best Offer Binding Arbitration)

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

STATE OF CONNECTICUT

COUNTY OF Hartford

ss: East 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: _____

Arbitrator representing the interests of the local
and regional boards of education

Subscribed and sworn to before me this 9th day of SEPTEMBER, 20 18.

Signature and Title

LESLIE A. WILLIAMS, JR.
Commissioner of Superior Court

In the Matter of Binding Arbitration :

Between :

E. Hartford Board of Education :

-and- :

East Hartford Educ. Assn. :

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: E. Hartford

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:

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

Subscribed and sworn to before me this 9th day of SEPTEMBER, 2018.

[Signature]
Signature and Title
CESLIE A. WILLIAMS, JR.
Commissioner of Superior Court