AGREEMENT BETWEEN

EAST HARTFORD BOARD OF EDUCATION

AND

EAST HARTFORD EDUCATIONAL ADMINISTRATIVE AND SUPERVISORY UNIT

FOR THE PERIOD

July 1, 2014 - June 30, 2017

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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 EDUCATIONAL ADMINISTRATIVE AND SUPERVISORY UNIT (hereinafter referred to as the "Unit").

ARTICLE I RECOGNITION

- 1.1 The Board recognizes the Unit for the purpose of professional negotiation, as the exclusive representative of the entire administrators' unit consisting of all professional employees of the Board who are employed in positions requiring an intermediate administrator or supervisory certificate or the equivalent thereof and who are eligible for membership under Section 10-153b of the General Statutes of Connecticut, (hereinafter referred to as "administrators").
 - 1.2 (a) All administrators employed by the Board shall, as a condition of continued employment, either join the Unit or pay a service fee to the Unit.
 - (b) The board agrees to deduct from each administrator for whom a written dues deduction authorization is submitted an amount equal to the Unit membership dues, and to deduct from each administrator for which no such authorization is submitted a service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Unit membership dues or service fee divided by the number of paychecks from and including the first paycheck in July, through December. The amount of Unit membership dues and service fee shall be certified by the Unit to the Board prior to the opening of school each year.
 - (c) Those administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year. The Unit shall provide the Board with written notice as to the pro-rated amount to be deducted.
 - (d) The Board agrees to forward to the Unit each month a check for the amount of money deducted during that month. The Board shall include with such check a list of administrators for whom such deductions were made.
 - (e) The Unit shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's 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 II BOARD PREROGATIVES

2.1 Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the East Hartford Public Schools and its professional staff under governing law, ordinances, rules and regulations - Municipal, State and Federal.

ARTICLE III WORK YEAR

- 3.1 The work year for administrators shall be established by the Board upon the recommendation of the Superintendent after consultation with the Unit. If the work year of an administrator is changed, the Superintendent shall so notify the administrator prior to May 15 of the previous contract year. No individual administrator's work year shall be reduced more than once during the term of this agreement.
- 3.2 This Agreement is based on a work year of either 220 work days for employees in Category A, as noted in Schedule A-1, or 199 work days, for employees in Category B, as determined by the Board in accordance with Section 3.1. If an individual administrator's work year is changed from the number of days specified to not less than 199 nor more than 220 days, his/her annual salary shall be adjusted accordingly on a per diem basis. If the change is to more than 220 days or fewer than 199 days, as applicable, the parties shall negotiate an appropriate adjustment in salary. If the parties are unable to reach agreement with regard to such salary adjustment, the matter shall be submitted to impasse resolution procedures in accordance with the Teacher Negotiation Act.

Notwithstanding the foregoing, K-12 Supervisors may work up to five (5) additional days per year, with the approval of the Superintendent or his/her designee. This Agreement is based on a work year for K-12 Supervisors which does not involve direct teaching responsibilities.

The work year for 199 day administrators shall be the teacher work year, plus the five days before teachers begin, the five days after teachers end the school year, and four other days during school vacations or the summer. Any variation from this schedule must be approved in advance by the Superintendent or his/her designee. The work year for 220-day administrators shall be the teacher work year, plus at least five days prior to

the start of the teacher work year and at least five days after the end of the teacher work year, plus the remaining number of days necessary for a total of 220 work days.

- 3.3 Twelve month administrators shall be required to work 220 work days within a contract year (July 1 through June 30), provided that administrators may carry over up to ten (10) non-work days into the following contract year with the understanding that in the normal contract year twelve month administrators will have 27 non-work days. Any non-work days carried over must be used by September 30 of the following contract year or such days will be lost. Twelve month administrators may take up to ten (10) non-work days when school is in session, subject to the approval of the Superintendent. Twelve month administrators shall be paid for up to five (5) non-work days, if they have earned them, when they retire or resign from their position, provided that they have provided the Superintendent or the Superintendent's designee with written notice of such retirement or resignation at least thirty (30) days prior to the effective date of retirement or resignation. No non-work days may be taken within such thirty-day notice period. Non-work days shall be pro-rated for any partial year of service beginning from the prior July 1.
- 3.4 Principals shall be responsible for arranging coverage of their positions on each day during their work year except those on which school offices are closed, or on which they are on authorized leave. Authorization for coverage must be approved by the Superintendent or his/her designee in cases where additional compensation is to be paid.
- 3.5 The Superintendent and High School or Middle School Principal shall agree on the number of days to be assigned to administrators during the summer (in addition to the applicable number of days set forth in Section 3.2) with the cap of 20 days for the high school and 10 days for the middle school.

ARTICLE IV ASSIGNMENTS AND TRANSFERS

- 4.1 All assignments and transfers within the bargaining unit shall be made by the Superintendent or his/her designee after consultation with the administrator(s) involved.
- 4.2 In the event a member of the Unit is transferred from a higher paying administrative position to a lower paying administrative position, such member shall continue to be compensated as if he/she had remained in the higher paying principalship for one year after the effective date of the transfer.
- 4.3 When the Superintendent or the Board transfers a member of the bargaining unit to a higher paid position on an acting basis, or assigns a member of the bargaining unit to assume the duties of a higher paid position for more than five (5) consecutive days, such employee shall be compensated at the per diem equivalent of the

higher paid position based on either the same step that he/she holds in the lower position or the step for the higher position that provides a salary increase for the administrator (whichever is greater), retroactive from the first day of such transfer or assignment for the duration of such transfer or assignment. In addition, after fifteen (15) days, the Board shall afford a substitute in the regular position for an administrator filling in for another assignment.

- 4.4 If the Board significantly modifies the duties of an existing bargaining unit position, or creates a new bargaining unit position during the term of this agreement, it shall provide the Unit with a copy of the job description for such new or modified position, together with a proposed salary range. Upon request of the unit, the parties shall meet to negotiate such salary range, pursuant to Section 10-153f(e) Conn. Gen. Stats., and any negotiated agreement shall be effective as of the date such position is filled or modified.
- 4.5 Notice of all vacancies that arise in bargaining unit positions shall be posted on central office bulletin boards and in each building for a period of ten (10) central office working days, and shall be sent to all administrators who request such notice. Administrators who wish notice of vacancies that arise during the summer months must leave their summer addresses with the Director of Human Resources and must provide the Director of Human Resources with self-addressed, stamped envelopes in order to receive such notices.
- 4.6 Criteria for determining whose employment shall be affected by lay-off shall incorporate factors of seniority, quality of performance and qualifications. The Superintendent shall determine qualifications. Qualifications shall include possession of a Connecticut State Certification and training. Any certified administrator who has worked in the East Hartford Public Schools for fifteen (15) years or longer shall be excluded from all criteria except seniority.

In the event of a reduction in the number of certified administrators in East Hartford, the following rank order shall apply wherein an administrator with a higher rank may bump into a lower position if he or she has the qualifications to do so.

RANK ORDER

CATEGORY A - 220 day positions

Level 1	HS Principal
Level 2	MS Principal, Woodland Principal
Level 3	Elementary Principal (includes CIBA, Synergy) Principal of Early Childhood Education Programs
Level 4	HS First AP Supervisors (SPED/Elementary/Secondary Ed/Teacher Evaluation, Professional Development, Program Improvement and Assessments) Supervisor/Coordinator of Literacy and Intervention Support, Special Programs – Alliance District Grant
Level 5	HS Scheduler MS First Assistant Principal Coordinator of Assessment, Evaluation and Research Data Analyst/School Improvement Specialist Secondary Curriculum Supervisors (English, Math, Science, Social Studies)

CATEGORY B - 199 day positions

Level 1	Assistant Principal High School, K-12 Supervisor
Level 2	Assistant Principal Middle School (199-day position), Dept Head (HS, MS, and elementary consulting)
Level 3	Assistant Principal Elementary School, Adult Ed Supervisor

In the event there is a layoff within the Unit, the person whose position is eliminated shall be able to bump the least senior person within the same or lower rank, in the order of the levels as set forth in the rank order above. For purposes of clarity, the CIBA Principal, and Synergy Principal shall be in the same classification as elementary principal.

4.7 In the event that administrative positions below the rank of Superintendent and above the rank of teacher are eliminated, such personnel may elect to exercise seniority based upon his/her certification endorsement(s) and length of continuous

service in the district for open positions within the bargaining unit at or below the level from which the administrator was laid off, for a period of eighteen months.

ARTICLE V LEAVE PROVISIONS

Leave

5.1 Each administrator in a Category B position shall receive leave of absence with full pay for sickness at the rate of sixteen (16) days a year. Each administrator in a Category A position shall receive a leave of absence with full pay for sickness at the rate of eighteen (18) days a year.

For employees hired as administrators before July 1, 2005, these days may accumulate to two hundred twenty-five (225) days. Notwithstanding the foregoing, any such administrator who has accrued more than two hundred twenty-five (225) sick days as of June 30, 2008 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, 2008 unless and until such time as such administrator's total sick leave accumulation falls below two hundred twenty-five (225) days. Sick days used by administrators shall first be charged to their current year's allotment of 16 or 18 days (as applicable), and shall then be charged to their 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.

Employees hired as administrators after June 30, 2005 may accumulate sick leave up to one hundred fifty (150) days. Sick days used by administrators shall first be charged to their current year's allotment of 16 or 18 days (as applicable), and shall then be charged to their accumulated sick leave. For such administrators, near June 15 of each year, any number of sick days remaining in the current year's allotment in excess of 150 days, shall be paid to the administrator at the rate of 25% of the per diem rate for those days. If the administrator's accumulated days drop below 150 days in any given year, this stipulation shall not apply for that year.

- 5.2 Sick leave credits will not accumulate while such person is absent from work on leave without pay.
 - 5.3 Sick leave may be used in the following cases:
 - (a) Personal illnesses or physical incapacity.
 - (b) Enforced quarantine of such person in accordance with the community health regulations.

- (c) Illness or physical incapacity in such person's immediate family. For the purposes of this section immediate family is defined as spouse, parent, stepparent, grandparent, grandchild, brother, sister, child, stepchild, and also any relative who is domiciled in such person's house.
- (d) Absence for personal business beyond the individual's control and which cannot be conducted outside of school hours. Except in emergencies, the request for personal leave must be made by the individual at least five (5) business days prior to such leave to the Superintendent. Such request must be accompanied by justification in the form of a statement of the general reason for the request (attendance in court, home maintenance emergency, etc.), except that for two (2) days per year said request need not state the reason for the leave. Personal days may be used for legal, medical or family reasons fitting the above definition, but may not be used for recreation or social reasons or to extend vacation or holiday periods.
- 5.4 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.
- 5.5 Sick leave may not be used for recuperation from illness or injury which is directly traceable to employment by another employer.
- 5.6 It shall be the responsibility of the administrator to notify the central office in advance of extended absence if possible.
 - (a) The Superintendent may request an appropriate medical certificate from any administrator for any leave of any duration.
 - (b) When required to provide a certificate, the administrator shall have the option of providing a certificate from a doctor of his/her own choosing, in which case the employee 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.
- 5.7 Any administrator who is on leave of absence of more than one month without pay shall not be paid for sick leave for any reason.

Funeral Leave

5.8 Three (3) days special leave with full pay shall be granted for death in the immediate family of an administrator. Immediate family for purposes of this clause is defined as parent, stepparent, grandparent, spouse, brother, sister, child, stepchild, grandchild and also any relative who is domiciled in the employee's house. One (1) day special leave with full pay shall be granted for death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, or father-in-law of an administrator. Additional days may be requested pursuant to Section 5.3 (d).

Jury Duty

5.9 An administrator 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. An administrator shall remit per diem jury pay, but not traveling expenses, to the Board when he/she receives jury duty pay from the state. This provision shall not apply to legal proceedings wherein the administrator or the Unit is a party.

Professional Conferences-Visitation Day

5.10 Upon approval of the Superintendent or his/her designees, a visiting day or leave with full pay may be granted to an administrator for visiting other schools, attending conferences, or attending professional meetings. Travel expenses may be granted in accordance with Board Policy.

Religious Leave

5.11 Up to three (3) full days of paid leave may be granted to administrators 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 Superintendent.

Maternity/Adoptive/Childrearing Leave

5.12 The Board agrees to abide by the provisions of any applicable law regarding family and medical leave and/or disability maternity leave.

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 childrearing leave shall extend for the remainder of the school year. Notification of intent to return shall be submitted by April 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 childrearing leave shall extend for the remainder of the school year and may extend for the next full school year if the administrator elects to do so in writing at the time the leave is requested. Notification of intent to return shall be submitted by April 1st of the calendar year in which the certified staff member plan to return. Failure to notify will constitute a resignation.
- (d) The certified staff member will be reinstated to a position for which he/she is certified and qualified provided his/her status has not been affected by Article 4.6 of this Agreement.
- (e) The certified administrator absent on childrearing leave will return to the salary step appropriate to position and years in service.
- (f) Upon the expiration of any FMLA leave applicable to the administrator's childrearing leave, the administrator may continue insurance coverage at the administrator'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.

Long Term Leave

5.13 The Board shall consider and may grant requests for a long-term leave of absence without pay for the following reasons: care of a family member, study not qualifying for sabbatical leave, or other activities leading to professional improvements as an educator. Such leave shall normally be for a full school year, unless the reason does not arise until after the beginning of the school year. A request shall be made at least 90 days prior to the date the leave is expected to commence unless the reason is not

known until a later date, and a response shall be given within 45 days of receipt of the request.

General Purpose Leave

- 5.14 The Superintendent or his/her designee 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 be for a period of one school year.
 - (c) Applications 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 administrator may continue insurance coverage provided that he/she pays fifty percent (50%) of the costs for such insurance, except as otherwise provided by law. The Board will pay the remaining fifty percent (50%) of such insurance costs. This subsection E will not apply in any situation in which an administrator is employed by a charter school or any other employer during the period of leave.
 - (f) Administrators must notify the Board by March 1st of the leave year of their decision whether or not to return to their administrative position. Failure to notify results in automatic resignation. This date is of the essence.
 - (g) Administrator returns to normal salary sequence and benefits.

Sabbatical Leave

- 5.15 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 Administrator must have completed at least (7) 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 February 1st and must be on the form available from the personnel department. The deadline of February 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 April 1.
- e) Administrators 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 administrator 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 administrator for travel and other expenses related to the sabbatical leave. During the sabbatical leave, the administrator may continue insurance coverage at the administrator's expense for the duration of the leave.
- f) In extraordinary cases where an administrator plans to study in areas determined by the Board to be critical, the seven (7) year requirement of 5.16(a) may be waived and the employee may receive up to 100% of the contract rate referred to in 5.16(e).
- g) An administrator absent from service because of sabbatical leave, shall be entitled to such advancement on the salary schedule as he/she would have received had he/she 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 administrator.
- i) Administrators 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 contract years following the completion of the sabbatical leave. In the event an administrator does not fulfill his/her agreement to serve two full contract years following the completion of the sabbatical leave, the following provisions shall apply:

- 1) For service of less than one full contract year following completion of the sabbatical, the administrator shall reimburse the Board for the full amount of all compensation paid to the administrator during the period of the sabbatical leave.
- 2) For service of more than one full contract year but less than two full contract years following completion of the sabbatical, the administrator shall reimburse the Board in an amount equal to one-half of the total compensation paid to the administrator 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.

Union Leave

5.16 In order to enhance the public image of the East Hartford Public Schools and to promote professional development, a union leave provision will be provided for the Unit President/designee to perform his/her elected duty as President/designee of the Unit. The Unit President/designee will seek the permission of the Superintendent to attend functions that are commensurate with the duties of the office. The Superintendent shall have the right, in his or her discretion, to grant or deny any such requests. The denial of any such requests shall not be subject to the grievance and/or arbitration procedure.

ARTICLE VI SALARIES

- 6.1 The salary schedule for the three years of this agreement are set forth on Schedules A-1 attached hereto.
- 6.2 Salaries for positions which are changed from one work year to another shall be adjusted in accordance with the provisions of section 3.2 of this agreement.
- 6.3 Any administrator who is promoted to a higher salaried position shall not be placed lower than two steps below the step he/she had attained in his/her previous position.
- 6.4 Administrators who work 199 days per year shall have the option of choosing either 21 equal pay periods or 22 pay periods (21 equal pay periods plus one balloon check) and shall indicate their choice. Administrators employed under the provisions of any state or federal grant program will be subject to pay periods established by the fiscal year of the program.

- 6.5 The provisions of Section 6.5 shall apply only to employees hired as administrators prior to July 1, 2014. On completion of 10 years of service in East Hartford, \$500 will be added to the administrator's salary schedule. This will be increased by \$500 each five year period thereafter until retirement. Credit shall be given for years necessary to achieve longevity for United States Military Service which interrupts service in East Hartford; such credit not to exceed two years. Longevity payments will be included in the per diem rate for the purposes of payments made under Section 6.8 for retirees who qualify for the benefit set forth in Section 6.8. For purposes of this section "years of service" shall be defined as continuous years of certified service with East Hartford Public Schools. A period of reduction in force ("RIF") will not count toward service time but will not be deemed a break in service.
- 6.6 Administrators who are awarded a doctorate in a program approved by NCATE or any other mutually acceptable accrediting agency shall receive an annual salary differential of \$5000.
- 6.7 Any administrator who is called to perform his/her regular duties for additional days beyond his/her work year will be paid on a per diem basis. This provision shall not apply to situations where the administrator has failed to complete the customary duties of the position within the work year.
- 6.8 Employees hired as administrators before July 1, 2005 and leaving the public school teaching and administration while eligible for retirement under the State Teachers Retirement Plan, shall receive retirement separation pay for a minimum of fifteen (15) years continuous service in East Hartford, based on forty percent (40%) of accumulated unused sick leave, up to a maximum of eighty (80) days' pay for two hundred (200) days of accumulated unused sick leave. Payment is at the administrator's per diem pay rate, based on the administrator's work year in the year immediately preceding retirement. In order to be eligible for such payment, each administrator must provide the Superintendent with written notice of such retirement resignation at least ninety (90) days in advance of the effective date of retirement. However, in the event of unforeseen personal circumstances for the administrator, the Superintendent, within his/her discretion, may waive this 90 day notice requirement. The Board shall pay to the estate of an administrator who dies before retirement, but would otherwise be eligible for a benefit under this paragraph, an amount computed as if the administrator had retired on the date of death.
- 6.9 When an administrator conducts a staff development workshop for district personnel at the request of the Superintendent, and when the workshop involves significant preparation outside the administrator's regular workday, the administrator shall be compensated at the rate of \$100 per day for each day on which the workshop is presented. Prior to the commitment of time under this section, application for compensation shall be made to the Superintendent/designee, and no compensation shall be payable under this section unless the Superintendent/designee has approved such compensation in writing in advance.

ARTICLE VII INSURANCE

7.1 The Board shall provide a High Deductible Health Plan/Health Savings Account (HSA Plan) for all eligible administrators, spouses and dependents as set forth in Appendix B. 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 the employee portion of such coverage to be paid through payroll deduction. The Board will also provide a Full Service Dental Plan with riders A, B and C for all eligible administrators, spouses and dependents.

Effective July 1, 2014, July 1, 2015 and July 1, 2016, respectively, the Board will contribute fifty percent (50%) of the applicable HSA deductible into the Health Savings Account of each administrator enrolled in the HSA Plan eligible to receive such contributions under applicable law. The Board's contribution into the HSA shall be prorated for any new administrator enrolling in the HSA Plan after the plan year has commenced (and for any other administrator enrolling in the HSA Plan after the plan year has commenced, as provided under the Internal Revenue Code based on a qualifying event affecting the administrator). Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year. The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Administrators shall make the following premium contributions toward the costs of medical and dental insurance:

	HSA Plan	Dental Insurance
2014-15	16.00%	20.00%
2015-16	16.25%	20.25%
2016-17	16.50%	20.50%

The Board will adopt an Internal Revenue Code Section 125 plan which allows administrators to pay insurance contributions with pre-tax dollars. The Board will also afford administrators the opportunity to participate in flexible spending accounts for health and dependent care, consistent with the provisions of applicable law, up to the dollar limits set forth in the Section 125 plan maintained by the Town of East Hartford.

- 7.2 The Board shall provide and pay for life insurance with double indemnity for each member of the Unit in an amount equal to two times (2x) his/her annual salary rounded up to the next higher \$1,000 and shall provide any pay for coverage in the amount of \$3,000 for each member of the Unit who retires from the district. The Board shall facilitate the purchase of additional life insurance by individual administrators (but not retirees) at group rates, carrier permitting.
- 7.3 Administrators under the Teachers' Retirement Act shall be permitted to continue their health insurance in accordance with C.G.S. 10-183t.
- 7.4 All insurance benefits shall be subject to an "or equal" provision which shall allow the Board to effect whatever economies it may deem appropriate provided there is no decrease in the benefit that is negotiated. The EHEASU shall be consulted prior to the adoption of any such plan and the Board shall provide a certification from a CLU insurance broker, licensed in the State of Connecticut, that the proposed plan is, in fact, equal to or exceeds the existing plan in benefits, coverages, and administration.

ARTICLE VIII GRIEVANCE PROCEDURE

- 8.1 A grievance is defined as an event or condition which affects the welfare or conditions of employment of an administrator or a group of administrators and/or the application of any provision of the Agreement.
- 8.2 Any complaint or grievance not presented for disposition through the grievance procedure set forth above within fifteen (15) business days of the occurrence of the facts or condition giving rise thereto, or within fifteen (15) business 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.
- 8.3 The primary function of this procedure is to seek to resolve the contractual problems of individual administrators or groups of administrators. 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 the profession.

8.4 Procedural Steps

- Step 1: An administrator with a grievance shall first discuss it with his/her immediate superior in an effort to resolve the matter informally.
- Step 2: In the event the grievance is not resolved at Step 1, the Unit shall present the grievance in writing to the Superintendent within fifteen (15) business days of

the event giving rise to the grievance. Within five (5) business days after the receipt of the written grievance, the Superintendent or his/her designee shall meet with the administrator in an effort to resolve the grievance. The Superintendent shall render his/her decision in writing to the administrator and the Unit within five (5) business days after the conclusion of said meeting.

Step 3: In the event the grievance is not resolved at Step 2, the Unit shall file the grievance in writing with the Board of Education within ten (10) business days of the Step 2 response or within ten (10) business days of the deadline for such response, whichever occurs sooner. Within ten (10) business days after the receipt of the written grievance, the Board of Education or its designated representatives shall meet with the aggrieved person in an effort to resolve the grievance. The decision shall be rendered in writing to the administrator and the Unit within ten (10) business days after the conclusion of said meeting.

Step 4:

- A. In the event that the grievance is not resolved at Step 3, the Unit may file the grievance for arbitration with the American Dispute Resolution Center (ADRC), with a copy to the Board, within twenty (20) business days after the Step 3 decision or within twenty (20) business days of the deadline for such decision, whichever occurs sooner
- B. The arbitration shall be conducted in accordance with the administrative procedures, practices and rules of ADRC. 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. When the complaint or grievance involves the interpretation or application of a specific provision of the Agreement between the parties, the decision of the arbitrator shall be binding upon both parties, and upon all administrators involved as grievants, during the life of the Agreement. In all other instances, the decision of the arbitrator shall be advisory. The cost for the services of the arbitrator including per diem expenses, if any, and actual travel and subsistence, shall be borne equally by the Board and the Unit.
- 8.5 No individual administrator may submit a grievance at Steps 2, 3 or 4 of the grievance procedure; only the Unit may submit grievances at Steps 2, 3 or 4 of the grievance procedure. Any administrator may be represented at all stages of this grievance procedure by himself or a representative of the East Hartford Educational Administrative and Supervisory Unit. When an administrator is not represented by the Unit, the Unit shall have the right to be present and to state its views at all stages of this grievance procedure.

- 8.6 The Unit shall have the right to initiate a grievance which in the opinion of the President of the Unit or his/her designee affects a group of administrators and such action shall be taken in the name of the President of the Unit or his/her designee.
- 8.7 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of the grievance procedure should be considered maximum. These time limits may, however, be extended by mutual agreement. The failure of an administrator (aggrieved) to proceed to the next step of the grievance procedure within the time limits set forth 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.

ARTICLE IX MISCELLANEOUS

- 9.1 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 new policies, rules and/or regulations subject to the provisions of the Teacher Negotiations Act. In the event of a conflict between any provision of this Agreement and any board policy, rule or regulation, the terms of this Agreement shall control.
- 9.2 The Board shall notify the Unit through the Board Agenda of any proposed modification or adoption of any new Board policy.
- 9.3 An administrator has the right to review the contents of his/her personnel file, and the right to reply to any document contained therein with a formal letter which will be placed in the file. An administrator will be notified when any critical material is placed in his/her personnel file, and shall have the right to examine and reply to such material as set forth in the preceding sentence.
- 9.4 Any administrator 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 administrator 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.
- 9.5 In the event that any portion of this Agreement is found to be illegal, void, or voidable, it is agreed that such finding will have no effect on the remaining portion of this Agreement. Both parties will meet within ten (10) work days and bargain such new language as is necessary to comply with such restrictions.

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

ARTICLE X DURATION

- 10.1 This Agreement contains the full and complete agreement between the Board and the Unit 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, except as may otherwise be required by this Agreement.
- 10.2 This Agreement shall remain in full force and effect from July 1, 2014 through June 30, 2017.

EAST HARTFORD EDUCATION ADMINISTRATIVE AND SUPERVISORY UNIT

EAST HARTFORD BOARD OF EDUCATION

,

Chairperson

Schedule A-1

	2014-15 (2.0%; no step)	1	2	3	4
A1.	HS Prin.	132,168	134,314	136,467	138,608
A2.	MS Prin., Woodland	124,769	126,921	129,066	131,222
A3.	Elem Prin, Prin CIBA, Synergy, Prin of Early Childhood Ed Programs	119,576	121,730	123,878	126,027
A4.	HS First AP, Supr SPED, Supr Teacher Eval, PD, Progm Imp, and Assess, Supr Sec, Supr Elem, Supr/Coord Lit and Intervention Support, Sp Progms, HS AP/Scheduler	119,576	121,730	123,878	126,027
A5.	MS First AP, Coordinator of Assessment, Evaluation & Research, Data Analyst/Sch Imp Spec, Sec Curr Supvs (English, Math, Science, Social Studies)	111,375	113,521	115,670	117,818
B1.	HS AP, K-12 Supervisors	108,981	111,067	113,278	115,436
B2.	MS AP (199), Dept Head (HS, MS and elementary consulting)	104,995	106,987	109,128	111,275
В3.	Elem AP	98,470	100,615	102,768	104,910
В3.	Adult Ed	102,335	104,489	106,646	108,799

	2015-16 (1.50%; with step)	1	2	3	4
A1.	HS Prin.	134,151	136,329	138,514	140,687
A2.	MS Prin., Woodland	126,641	128,825	131,002	133,190
A3.	Elem Prin, Prin CIBA, Synergy, Prin of Early Childhood Ed Programs	121,370	123,556	125,736	127,917
A4.	HS First AP, Supr SPED, Supr Teacher Eval, PD, Progm Imp, and Assess, Supr Sec, Supr Elem, Supr/Coord Lit and Intervention Support, Sp Progms, HS AP/Scheduler	121,370	123,556	125,736	127,917
A5.	MS First AP, Coordinator of Assessment, Evaluation & Research, Data Analyst/Sch Imp Spec, Sec Curr Supvs (English, Math, Science, Social Studies)	113,046	115,224	117,405	119,585
B1.	HS AP, K-12 Supervisors	110,616	112,733	114,977	117,168
B2.	MS AP (199), Dept Head (HS, MS and elementary consulting)	106,570	108,592	110,765	112,944
В3.	Elem AP	99.947	102,124	104,310	106,484
ВЗ.	Adult Ed	103,870	106,056	108,246	110,431

Schedule A-1 (Continued)

	2016-17 (1.50%; no step)	1	2	3	4
A1.	HS Prin.	138,163	140,374	142,592	144,797
A2.	MS Prin., Woodland	130,541	132,757	134,967	137,188
A3.	Elem Prin, Prin CIBA, Synergy, Prin of Early Childhood Ed Programs	125,191	127,409	129,622	131,836
A4.	HS First AP, Supr SPED, Supr Teacher Eval, PD, Progm Imp, and Assess, Supr Sec, Supr Elem, Supr/Coord Lit and Intervention Support, Sp Progms, HS AP/Scheduler	123,191	125,409	127,622	129,836
A5.	MS First AP, Coordinator of Assessment, Evaluation & Research, Data Analyst/Sch Imp Spec, Sec Curr Supvs (English, Math, Science, Social Studies)	114,742	116,952	119,166	121,379
B1.	HS AP, K-12 Supervisors	112,275	114,424	116,702	118,926
B2.	MS AP (199), Dept Head (HS, MS and elementary consulting)	108,169	110,221	112,426	114,638
В3.	Elem AP	101,446	103,656	105,875	108,081
В3.	Adult Ed	105,428	107,647	109,870	112,087

Employees who have not reached the maximum step shall advance one step on the salary scale at the beginning of the 2015-16 contract year only. There shall be no step advancements during the 2014-15 and 2016-17 contract years.

The Principal and Assistant Principal of O'Connell Elementary School and Sunset Ridge Elementary School shall each receive an annual stipend in the amount of 3.1 percent of their base salary as set forth in Schedule A-1 above, for as long as the extended student day schedules remain in effect at each of those schools.

The Middle School Principal shall have \$5,000 to use in his/her discretion to assign the scheduling responsibilities of the Middle School to a 10-month administrator or any teacher, in recognition of the fact that such scheduling responsibilities will be conducted outside the regular work day for said administrator and/or teacher. However, this stipend must be offered to a qualified administrative bargaining unit member, as determined by the Superintendent, prior to a teacher.

APPENDIX B

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

	In-Network	Out-of-Network
COST SHARE	Member pays:	Member pays:
PROVISIONS		
Annual Deductible (single/family)	\$1.500	/ \$3,000
Coinsurance	Not applicable	20%
Coinsurance Maximum (single/family)	\$1,500/ \$3,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited
Single Deductible mus	st be satisfied before any Covered Ser	rvices
	In-Network After Annual	Out-of-Network After Annual
	Deductible	Deductible
PREVENTIVE CARE	Member pays:	Member pays:
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	No cost share	Deductible & Coinsurance
exam		2 data de Comsurance
Mammography, Prostate, colorectal,	No cost share	Deductible & Coinsurance
colonoscopy, lipid & diabetic		= 1=amore as comparance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those	No cost share	Deductible & Coinsurance
needed for travel)		
	SPITAL SERVICES	
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital		Deductible & Coinsurance
100 days per member per Calendar Year -	Deductible	
additional visits are available once maximum is		
met, subject to Out of Network cost shares		
Outpatient Surgery in a licensed ambulatory	Deductible	Deductible & Coinsurance
surgical center	<u> </u>	
	GNOSTIC SERVICES	
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests		Deductible & Coinsurance
MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	
	ERAPY SERVICES	
Outpatient Rehabilitation	-	
Outpatient Rehabilitation and restorative	Deductible	Deductible & Coinsurance
physical, occupational, speech and chiropractic		
therapy for up to 50 combined visits per Calendar		
Year. Additional visits are available once	770	
maximum is met, subject to Out of Network cost		
shares.		

Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections – Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
	GENCY/URGENT CARE SERV	ICES
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 M	EDICAL/SURGICAL SERVICE	S
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 SER	VICES
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
	R 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.	Deductible	Deductible & Coinsurance
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
Prescription drugs -after deductible (when purchased from network pharmacy)	Retail (30 day supply) \$10 Tier 1 co payment \$25 Tier 2 co payment \$40 Tier 3 co payment Mail Order (90 day supply) \$10 Tier 1 co payment \$50 Tier 2 co payment \$80 Tier 3 co payment	
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 tat (applicable to the 200 visit limit) In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible Deductible Deductible	Deductible & Coinsurance Deductible & Coinsurance 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 41,000 within a two year period	Deductible	Deductible & Coinsurance
Diabetic equipment and supplies		
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	Deductible	Deductible & Coinsurance
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		
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.