

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

July 1, 2011 – June 30, 2013

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LOCAL NO. 22, AFSA, AFL-CIO**

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

**ARTICLE I
RECOGNITION**

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

**ARTICLE II
BOARD PREROGATIVES**

It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Hartford in all its aspects, including but not limited to the following: to take all actions necessary to implement the Strategic Plan and the 48 Recommendations of the Connecticut Commissioner of Education, to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Hartford; to give the children of Hartford as nearly equal advantages as may be practicable; to decide, the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign, train, and transfer administrators; to suspend or dismiss the administrators of the schools in the manner provided by

statute or ordinance; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend money appropriated by the City for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE III PROFESSIONAL STATUS

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

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

ARTICLE IV SALARIES AND RELATED BENEFITS

- A. The salary schedules are set forth in Appendix A.
- B. All administrators will be paid on a biweekly basis, on the twenty-six pay plan.
- C. Fringe benefits are set forth in Appendix B.
- D. Increases in an administrator's salary for any given year, including increments when applicable and general wage increases when applicable on the salary schedule are not to be considered as automatic, but will be based on satisfactory evaluations as determined by the Superintendent or

his/her designee. If no evaluation of any kind is made pursuant to the board of education's evaluation process on an administrator, he or she shall receive any salary increase, including general wage increase and increment to which he or she would otherwise be entitled, in any year in which increments are granted.

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

be entitled to receive a statement of the reasons in writing, be allowed to explain his/her position on the matter, and to have a representative of the HPSA be present if he/she so desires.

- L. An administrator placed in a position with a lower salary than his or her prior position shall be paid the salary of the prior position for one hundred and twenty days. Thereafter the administrator shall be paid the rate on the grid for his or her new position commensurate with his or her years of experience. This provision shall not apply to position eliminations as discussed in Article XV. Instead, Article XV (G) shall apply where a member's position has been eliminated.
- M. The Administration may offer "signing bonuses" to prospective internal and external applicants or transfers (voluntary or involuntary) for appointment (permanent or acting) to positions in the bargaining unit or work bonus for bargaining unit members. The signing bonus or work bonus to bargaining unit members shall be in amount not to exceed twenty percent of the base annual salary. This provision shall not be subject to the grievance procedure.
- N. The Administration may offer, in its sole discretion, a moving/relocation bonus to new hires in an amount not to exceed \$5,000. This provision shall not be subject to the grievance procedure.

ARTICLE V GRIEVANCE PROCEDURE

A. Definition

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

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

Step 1: A bargaining unit member must submit his/her grievance in writing and such grievance must be received by the immediate supervisor within ten (10) work days of the date when the events giving rise to the grievance occurred. Such submission shall be made to the immediate supervisor for a satisfactory adjustment. The written grievance must indicate the specific nature of the grievance and the contract provision(s) alleged to be violated. Such immediate supervisor may request a meeting with the bargaining unit member prior to making his/her decision, but in any event must render his/her decision within ten (10) work days of the submission. The bargaining unit member may be accompanied by a HPSA representative if he/she so desires at any such meeting.

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

Step 2: If no satisfactory settlement is reached after presentation of the grievance at Step 1, the grievance may be pursued by the bargaining unit member to the Chief Labor and Legal Services Officer by providing the Chief Labor and Legal Services Officer with a copy of such grievance and requesting a meeting in writing, within ten (10) work days of the decision of the Supervisor at Step 1 or

not later than ten (10) work days following the expiration of the time limits for making such a decision, whichever shall occur first. The Chief Labor and Legal Services Officer or his/her designee will schedule a meeting with the Grievant to attempt to resolve the issues related to the grievance within twenty (20) work days following the bargaining unit member's filing the grievance with the Chief Labor and Legal Services Officer. The Chief Labor and Legal Services Officer shall have ten (10) work days after holding the meeting to issue a written decision. A copy of the decision shall be provided to both the Grievant, if a Grievant was present at the meeting, and the HPSA.

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

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

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

General Provisions

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

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

3. In the event that the Board's representative does not provide the HPSA with a timely response to the grievance following the meeting of the

parties or if the meeting is not scheduled within the timelines described above, the bargaining unit member or, if appropriate, the HPSA may proceed with the next step of the grievance procedure provided that the HPSA or the bargaining unit member, if appropriate, does so within the specific time limits set forth above.

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

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

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

7. The HPSA will be notified, in advance, of the time and location of grievance meetings held by the Chief Labor and Legal Services Officer.

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

ARTICLE VI

SABBATICAL LEAVE OF ABSENCE

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

1. Purpose: Sabbatical leaves for administrators are granted for professional improvement only, and these leaves are only for

purposes designed to benefit the school system. These leaves are not a right, but rather a privilege or a reward for superior service.

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

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

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

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

6. Financial Arrangements: Administrators on sabbatical leave receive the difference between their regular salary and the salary paid their replacement. However, in cases of administrators with legal dependents (spouse and children only, said spouse not being gainfully employed during the year of leave), there is provided an

additional (family) allowance of \$1,000 per dependent. Whenever administrators are awarded fellowships by universities or foundations, consideration is given to the size of grant given these administrators by the universities or foundations involved and the Superintendent will determine the appropriate amount to be paid them while on sabbatical leave, not to exceed, in combination with the foregoing, their regular salary. Administrators who are granted sabbatical leave must agree not to accept gainful employment while on leave. Exceptions may be made by the Superintendent if the administrator on leave is granted a college or university fellowship involving a minor teaching assignment. In such cases, the Superintendent will recommend, for Board consideration and approval, an appropriate financial adjustment.

7. Return to System: The administrator and the Board or designee may agree prior to the granting of the sabbatical leave that upon return to the school system from a sabbatical leave, the person shall be reassigned to his/her position with credit on the salary grid for that year spent on sabbatical, providing the person has notified the proper Board Administrator of his/her intention to return prior to June 1st of the year of his/her return. Any condition that might affect such reassignment such as job elimination or transfer shall be made in accordance with the terms of this contract.

ARTICLE VII MISCELLANEOUS

- A. Where practicable, it shall be the policy to consult members of the bargaining unit on the assignment of personnel to his/her school or citywide department affected by the assignment.
- B. Whenever a regular calendar school day is shortened in length, delayed in opening, or entirely closed down because of an emergency situation, which is unforeseen (such as a snow day, heat loss, etc.), the school administrators, principal and/or assistant principal, as usual, will be responsible for checking their buildings, although they may or may not be at the building site all day using their own judgment and directing staff accordingly.
- C. Administrative Vacancies
 - 1. All administrative vacancies that are to be filled by permanent appointment during the student school year shall be posted for a minimum of two (2) calendar weeks before a permanent appointment is made.
 - 2. An administrative position will be filled on an acting basis when, in the opinion of the Superintendent, it best serves the interest of the Hartford School System. All initial and/or promotional appointments may, in the discretion of the Superintendent, be made as acting appointments for a period not to exceed one calendar year. During that time, acting administrators may be removed from their positions at any time, in the discretion of the Superintendent. An acting administrator has no right to the position at the end of the initial period of service in an acting capacity, unless he or she is selected as part of the process for filling vacancies. If an administrator is not selected for the position, he/she shall be returned to a position in the same classification as his/her previous position.
 - 3. Reimbursement for Losses: The Board will allocate \$1,000 for the purpose of reimbursing administrators for loss, excluding cash, damage to personal property (other than motor vehicles) incurred while on school duty.

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

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

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

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

ARTICLE VIII UNION SECURITY

A. Dues Deductions

The Board agrees to deduct via payroll dues for all members of the bargaining unit, unless an individual member gives notice to the Chief Talent Officer, in writing, that he or she wishes to have deducted the service fee only. The proper deduction will be made each month from the employee's salary and forwarded to the HPSA. Upon payment thereof to the HPSA, the Board shall be held free and harmless from any liability in handling such HPSA dues and may require a release from the HPSA.

B. Annual Service Fee

1. All administrators eligible for membership in the HPSA shall as a condition of employment or continued employment join the HPSA or pay to the HPSA a service fee as determined by the HPSA.
2. The HPSA shall annually determine the proper amount of the agency fee.
3. The HPSA shall indemnify and hold the Board and City harmless against any and all claims, demands, liabilities and lawsuits, which may arise out of or by reason of actions taken by or against the Board or the City of Hartford as a result of the conditions of employment set forth in this article as well as the administration of the HPSA security agency fee provisions and check-off provisions of this article.

ARTICLE IX LEAVES OF ABSENCE

A. Pregnancy Disability

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

B. Child-Rearing Leave

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

C. Personal Leave

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

- a. In the event of serious illness or death of spouse, father, mother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household, not to exceed three (3) days in any school year;

- b. Holy days not to exceed three (3) days in any year;
- c. Quarantine;
- d. Absence for father for birth of child to mother or for adoption of child not to exceed two (2) days in any year;
- e. Temporary absence for personal reasons limited to situations not under control of the employee, which make such absence from service necessary. Prior approval must be given by the supervisor.

All requests for personal leave must be made in writing to the supervisor. Each such request shall state, with specificity, the reason for the requested leave. Except in cases of emergency, such requests must be received by the Supervisor no less than forty-eight (48) hours prior to the commencement of the requested leave.

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

D. Family & Medical Leave

Eligibility:

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

E. If any provision in this Article conflicts with any state or federal statute at any time, the terms of the statute shall prevail.

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

ARTICLE X TRANSPORTATION ALLOWANCE

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

ARTICLE XI JOB DESCRIPTION

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

ARTICLE XII FAIR PRACTICES

- A. The Board and the HPSA agree not to unlawfully discriminate in the application of the terms of this contract against any administrator on the basis of race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including but not limited to, blindness, or marital status. The Board and the HPSA agree not to discriminate against any employee on account of membership or non-membership or participation in or non-participation in, or association with the activities of any administrators' organization.
- B. The HPSA agrees, in accordance with its constitution, to continue to admit persons to membership without discriminating on the basis of race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, or marital status and to represent equally all administrators

without regard to membership or participation in, or association with, the activities of any administrators' organization.

- C. Disputes under Article XII, Section A, shall not be arbitrable under Article V, hereof, but may be pursued either before the Connecticut Commission on Human Rights and Opportunities or such other State or federal administrative agency or court as may have jurisdiction.
- D. Except as may be provided in Article XVI, and Article VII (E) no administrator shall be reduced involuntarily in status or pay without just cause.

ARTICLE XIII PERSONNEL FILES AND EVALUATIONS

- A.
 - 1. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.
 - 2. No anonymous letters or materials shall be placed in an administrator's personnel file.
 - 3. Only a certified supervisor and/or personnel administrator shall submit critical material to the administrator's file.
 - a. The administrator will be provided with a copy of the document that includes critical material prior to the document being submitted to the administrator's file.
 - b. If, pursuant to the grievance process, a document containing critical material is ordered out of the file it will be removed from the administrator's personnel file.
 - 4. Administrators shall be permitted to file grievances only regarding the process of evaluations, which shall proceed within ten days of the date when the administrator knew or should have known of the alleged violation.
- B. The administrator, upon request, has the right to review the contents of his/her personnel file at any time during the year provided that the time is mutually agreeable to both the employee and the Chief Talent Officer or his/her designee. This opportunity represents the implementation of the democratic concept that the individual has the right to be fully aware of any developments that concern his/her actions. A member of the staff of the Office of Talent Management shall be present at all times.

- C. The administrator has the right to reply to any document with a formal letter addressed to the Superintendent. This letter will be placed in the file.
- D. An administrator has the right to have reproduced any document in his/her personnel folder. The cost of reproducing such documents shall be paid by the administrator at the approximate cost to the Board.

ARTICLE XIV
SCHEDULED EARLY DISMISSAL DAYS

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

ARTICLE XV
TRANSFER PROCEDURE
AFTER ELIMINATION OF UNIT POSITIONS

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

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

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

- C. The determination of appropriate placement of displaced administrators will be made by the Superintendent or designee.
- D. Recall
Any administrator who is reassigned pursuant to this provision shall be placed upon the recall list for two (2) years. Any administrator who is laid off pursuant to this provision shall be placed upon the recall list for one (1) year. Should the displaced administrator's former position be re-created during the recall period, he/she shall have rights in order of seniority within the school, location or department site. If a lower level position is created at the same school, location or department site, the member shall have recall rights to such position subject to the Superintendent or designee's determination of qualifications.
- E. Rights to Consideration for Positions
During the recall period, new vacancies within the bargaining unit that are at a pay classification/group equal to or less than the displaced member's pay continuation group, shall be filled first with members of the pool of displaced administrators on pay continuation. Such preference shall only apply if the administrator is certified, qualified, and has positive evaluations (under the current evaluation document competent, accomplished or exemplary). Qualifications for a position are determined by Superintendent or designee. Vacancies may not be filled from outside the bargaining unit where qualified candidates remain on pay continuation status under this provision. Recent school based or district based experience can be considered as a qualification. There shall be no right to positions at a higher level than the administrator previously held as a permanent appointment. The HPSA shall be given the list of displaced administrators on request.
- F. If the Administration decides to create an Associate Principal position, and the candidate selected is not a bargaining unit member or a member from the recall list, the Administration shall share with the Union President the basis for selecting the candidate. The decision to create the position and the choice of the applicant shall not be subject to the grievance procedure. Nothing herein is meant to override Section E above.
- G. The salary of any administrator displaced in accordance with this section shall be in accordance with the grid placement of the position, except for as specifically noted in this Section above.

ARTICLE XVI
JOB ACTIONS, LOCKOUT, PARTIES TO COMMUNICATE

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

ARTICLE XVII
SPECIAL ASSISTANT TO THE SUPERINTENDENT

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

**ARTICLE XVIII
COMMITMENT TO POSITION**

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

**ARTICLE XIX
DURATION**

This Agreement shall be effective from July 1, 2011 through June 30, 2013.

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

FOR THE HARTFORD
BOARD OF EDUCATION

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

By _____
Its Chair

By _____
Its President

APPENDIX A

SALARY SCHEDULE EXPLANATION

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

Schedule B - 213 working days: The administrator will work the week before the opening of school, the week after the close of school, plus additional workdays that add up to 213 workdays. This schedule is for all employees not working a 12-month year.

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

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

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

Closure/Shutdown

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

accrued prior to the period of closure, he/she may borrow vacation time for this purpose.

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

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

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

C. Additional Workdays and Opportunities

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

APPENDIX A

GRID PLACEMENT AND SALARY YEAR

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

July 1, 2011 – June 30 2012

	GRP	Salary			
K-8 Principal	1, 2, 3	\$111,696 – \$127,152			
9-12 Principal	4, 5, 6	\$116,796 - \$137,352			
Assistant Principal	7, 8, 9	\$101,932 - \$ 114,172			
		1	2	3	4
Executive Principal	10	\$132,096	\$135,445	\$138,895	\$142,452
Assistant Director	11	\$107,032	\$109,072	\$112,132	\$114,172
Director	12	\$116,796	\$120,145	\$123,595	\$127,152
Executive /Senior Director	13	\$121,896	\$125,245	\$128,695	\$132,252
Administrative Intern	14	\$101,932	\$103,972	\$107,032	\$109,072
Dean	15	\$89,490 – \$100,236 (pro-rata salary of AP at 187 work days			
Resident Principal/ Associate Principal	16	\$109,140	\$112,200		

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

There shall be no step movement for 2011-12 or 2012-13. Each member shall have his/her salary increased by 2% effective July 1, 2011.

July 1, 2012 – June 30 2013

	GRP	Salary			
K-8 Principal	1, 2, 3	\$113,930 - \$129,695			
9-12 Principal	4, 5, 6	\$119,132 - \$140,099			
Asst Principal	7, 8, 9	\$103,970 - \$116,455			
		1	2	3	4
Executive Principal	10	\$134,738	\$138,154	\$141,673	\$145,301
Assistant Director	11	\$109,172	\$111,253	\$114,374	\$116,455
Director	12	\$119,132	\$122,548	\$126,067	\$129,695
Executive /Senior Director	13	\$124,334	\$127,750	\$131,269	\$134,897
Administrative Intern	14	\$103,970	\$106,051	\$109,172	\$111,253
Dean	15	\$91,279 to \$102,240 (pro-rata salary of AP at 187 work days)			
Resident Principal/ Associate Principal	16	\$111,323	\$114,444		

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

There shall be no step movement for 2011-12 or 2012-13. Each member shall have his/her salary increased by 2% effective July 1, 2012.

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

APPENDIX B

1. Insurance

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

- a. The Board will offer the preferred provider health plan described below. In years in which multiple insurance plans are offered, employees may choose from the following health insurance plans:

- 1. Preferred provider plan with the same benefits as those in effect on July 1, 2007, except as otherwise agreed or except as noted below or if such plan is altered pursuant to the provisions of paragraph (g) below.

The Parties agree to the following changes effective July 1, 2008:

Office Visit Co-Payment:	\$25
In-patient Co-Payment:	\$150
Emergency Room Co-Payment:	\$100

Out-of-Network visits shall be subject to a \$250 deductible and 20% coinsurance for an individual plan up to a \$1,250 yearly maximum. Family plans shall be subject to a \$500 deductible and 20% coinsurance up to a \$2,500 yearly maximum.

2. HSA Plan

Should the Board implement an HSA plan, In-Network visits shall be subject to a \$1,500 deductible coinsurance for an individual plan. In-Network visits shall be subject to a \$3,000 deductible coinsurance for a family plan.

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

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

- b. A prescription drug program with the same benefits as those in effect on July 1, 2007, except as otherwise agreed or except if such plan is altered or as described above or pursuant to the provisions of paragraph (g) below. Employees enrolled in the Board's

Preferred Provider Plan are eligible for the Board's managed three-tier drug rider as follows:

\$10 generic
\$20 formulary brand
\$35 non-formulary brand

Mail Order: One times the applicable co-payment for a 90-day supply.

- c. A dental plan with the same benefits as those in effect on July 1, 2007, except as otherwise agreed or except if such plan is altered or as described above or pursuant to the provisions of paragraph (g) below. Employees enrolled in one of the Board's health insurance plans shall receive the Board's Dental Plan, subject to the employee premium cost share associated with the Board's Preferred Provider Plan. The Board will pay 50% of the family cost of the above insurance during the life of this agreement. Fifty percent of the family cost will be paid by the HPSA employee.
- d. The Employee shall pay the following percentages of his/her health insurance premiums during the life of this agreement via payroll deductions:

For the Preferred Provider Plan, as follows:

2011-2012 : 18%
2012-2013: 19%

For the HSA Plan, should the Board implement same, as follows:

2011-2014 : 16%

Should the Board implement an HSA Plan, the Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

- e. HPSA agrees that any portion of the health, dental, or prescription drug plan may be self-insured or insured at the sole discretion of the Board. This provision shall not be subject to the grievance procedure.
- f. Group Life Insurance equal to two times the unit member's salary.
- g. The Board reserves the right to study alternative health insurance plans with different carriers excluding self-insurance. The Board reserves the right to change insurance carriers on health insurance provided the following steps occur:
 - 1. The plan suggested as an alternate must contain benefits, which are substantially equivalent when considered as a whole.
 - 2. The HPSA shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
 - 3. If at the end of the aforementioned sixty (60) working days there is a disagreement between the parties on whether or not the plan offers substantially equivalent coverage, benefits, portability and administration as the present plan, when considered as a whole, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that the Board's proposed alternate carrier meets the criteria outlined in G.1 and the Board changes carriers, the standards outlined in G.1 must be maintained during the life of the contract. The HPSA shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined in G.1 are not maintained.
 - 4. The Board may propose an alternate health insurance plan only one (1) time during the life of the contract.

2. Laid-off Employees, Retirees, and Survivors

Employees who are terminated or not renewed due to layoff and their spouses and their eligible dependents shall be entitled to group medical

insurance benefits as noted above at their own expense to the extent provided for by the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and in accordance with the terms of the insurance carriers.

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

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

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

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

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

3. Employees Called to Military Service

Where a member is called to military service, for the first 18 months of such leave (or the period covered by COBRA), the member's family shall continue to be covered by health insurance if such coverage was in place prior to the military leave. Such family members will be required to submit the member's portion of the insurance cost (the premium cost share). Failure to timely submit payment shall be considered a waiver of such coverage. This provision shall not be subject to the grievance procedure.

4. Sick Leave

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

- a. Schedule B (eleven-month employees) (e.g. Assistant Principals, Assistant Directors and Administrative Interns) twenty-two (22) days annually.

- b. Schedule C (twelve-month employees) (Principals, Directors, Executive Principals and Executive/Senior Directors) twenty-four (24) days annually.
- c. Bargaining unit members hired after June 30, 2002, shall be entitled to accumulate sick leave days up to the number of days in the individual administrator's work year. A unit member hired prior to July 1, 2002 shall be entitled to a maximum of the number of days he or she had accumulated in his/her sick leave account as of January 30, 2008.
- d. Sick leave bank for administrators
 - 1. All members of the bargaining unit shall become participants in the sick leave bank by contributing three days from his/her accumulated sick leave. At any time the total number of days in the bank drops below 300, each bargaining unit member shall deposit into the bank 3 days.
 - 2. Upon exhaustion of accumulated sick leave any administrator covered by this Agreement may apply to the sick leave bank committee as hereinafter provided for a withdrawal of days.
 - 3. A sick leave bank committee consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Union will be established. The sick leave bank committee will review all applicants desiring to withdraw days from the bank. The decision of the committee shall be final. Applications to the committee shall be in writing and accompanied by a physician's statement describing the illness and prognosis for a date of return to work.
 - 4. An employee who exhausts all full pay accumulated sick leave may be granted up to thirty (30) school days by the committee in response to written application. Payment for such days shall begin only after a waiting period of ten (10) school days has elapsed after full pay accumulation has been used.
 - 5. If, after the original withdrawal authorized by the committee, the employee is unable to return to duty, he/she may submit to the committee an application for an additional withdrawal of up to twenty (20) schools days

with such additional days to commence five (5) school days following expiration of the first withdrawal.

6. The first and second application must be accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Thereafter, any part-pay accumulation as described in Appendix B to which the employee is entitled shall be implemented.
7. The Sick Leave Bank Committee shall have the discretion, but be under no obligation to authorize additional days from the bank to employees in cases of extended disability and/or personal hardship.
8. The Sick Leave Bank Committee shall be authorized to amend these ground rules and to promulgate such additional rules and regulations as may be necessary to administer the Sick Leave Bank in the best interest of the Board and the employees participating herein. Such rules and/or amendments shall be submitted to the Union Executive Board and the Board of Education for ratification.
9. The Sick Leave Bank Committee shall have the authority to require a second opinion by a physician designated by the committee. The cost of such opinion is to be borne by the employee.

e. Extension of Sick Leave

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

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

5. Longevity Payments & Residency Incentive

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

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

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

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

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

6. Severance Pay Plan

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

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

- A. Formula: The total accumulation of all allotted full pay sick days up to the member's work year multiplied by a factor of twenty percent (20%). However, any member whose accumulated full pay sick days, as of June 30, 2005, exceeds his/her work year, shall be entitled to use up to the amount accrued as of June 30, 2005 multiplied by a factor of twenty percent (20%), when the member retires.

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

B. Regulations Applying to Severance

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

7. Course Reimbursement

- A. The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. Administrators who have completed one year of satisfactory service in

the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to \$500 per credit, up to a maximum of six (6) credits per year. Courses shall be eligible for reimbursement only during the school year in which the administrator took the course(s). Administrators must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this article, successful completion means, at a minimum, receipt of a B or a Pass for the completed course work.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HARTFORD BOARD OF EDUCATION
AND
THE HARTFORD PRINCIPALS' AND
SUPERVISORS' ASSOCIATION**

LOCAL NO 22, AFSA, AFL-CIO

The HPSA agrees that the Board may procure pharmaceutical coverage through the State of Connecticut, should such program become available. In addition, should access to the State's health insurance plan become available during the term of this Agreement, the parties agree to confer regarding same.

FOR THE HARTFORD BOARD
EDUCATION:

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

BY:_____

BY:_____

Date

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HARTFORD BOARD OF EDUCATION
AND
THE HARTFORD PRINCIPALS' AND
SUPERVISORS' ASSOCIATION

LOCAL NO 22, AFSA, AFL-CIO**

This Memorandum of Understanding is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Principals' and Supervisors' Association (hereinafter "HPSA").

Whereas the Parties agree as follows:

- The Board shall create a position called Dean, which will be in the HPSA bargaining unit and will require a 092 certification.
- The HPSA will withdraw TPP 27,984 and all other claims, with prejudice. Such other claims include, but are not limited to, "Petition for Unit Clarification" filed with the State of Connecticut Department of Education on July 22, 2010. This case is now pending before Hearing Officer Janis C. Jerman and "Certification Determination" request by letter dated July 27, 2010 to Nancy Pugliese of the SDE Bureau of Certification from Attorney Nicole M. Rothgeb.
- All current deans will be transferred into the HPSA, from the Hartford Federation of Teachers, immediately if they have 092. Those current deans who do not currently have an administrative certification will be given a grace period through June 30, 2012, to attain certification, and will continue as Deans within the HFT bargaining unit, until certified as an administrator or until June 30, 2012, whichever occurs earlier.
- The bargaining unit seniority date for current Deans transferred into the HPSA by way of this agreement shall be the date of selection as a dean. Deans shall not be eligible for pay continuation due to position elimination, as provided in this agreement. Effective with the execution of this Memorandum of Understanding through June 30, 2012, deans in service as deans on the date of execution of this MOU shall not be subject to bumping by administrators in classifications other than dean.
- The Parties agree that the Associate Principal position shall not automatically terminate two years after the creation of the position.
- Any line administrator within the HPSA, below the rank of principal, may apply for a rigorous training program to prepare for a promotional opportunity. To be eligible, the line administrator must receive the recommendation of two successful Hartford principals, have received one of the highest ratings on his/her year end evaluation for the most recent two years (under the current evaluation document either accomplished or exemplary), must have a successful Hartford principal available to mentor and guide the member, and must be selected for the program through a rigorous selection process. If the line administrator has only worked for one successful Hartford Principal in recent years, then the line administrator shall not be required to produce two

recommendations. The training program will include independent work that must occur outside of the work day and year. Successful completion will be determined by a committee.

- This agreement represents no change to the Associate Principal or Resident Principal positions or pay classification.
- The Parties agree to change Article XV and other contract changes as attached upon execution. Such language shall be in place immediately.
- Members on the recall list as of execution of this agreement shall be part of the pool that must be considered prior to hiring from outside the unit.
- If a Dean entering the bargaining unit is currently earning a salary in excess of the salaries listed above, such dean shall remain at that salary rate (be redcircled) until his/her current salary conforms to the salary for deans set forth in the agreement of the parties, or until the dean enters a new position, whichever occurs earlier.

	Group	2010-2011
Dean	15	\$87,735 – \$98,270 (pro-rata salary of AP at 187 work days)

FOR THE HARTFORD BOARD
EDUCATION:

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

BY:_____

BY:_____

Date

Date