

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

In the Matter of Binding Arbitration

Hearings: January 3, 21 & 22, 2011

THE HARTFORD BOARD OF EDUCATION

and

THE HARTFORD
FEDERATION OF TEACHERS

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Award: February 17, 2011

ARBITRATION PANEL:

William DeVane Logue, JD, Chairperson, Representing the interests of the Public

John M. Romanow, Esq., Representing the interests of the Board

John M. Gesmonde, Esq., Representing the interests of the Federation

APPEARANCES:

For the Board – Kevin M. Roy, Esq. and Christopher Tracey, Esq.

For the Federation – Eric Chester, Esq.

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I. THE PROCEEDINGS

The Hartford Board of Education (the Board) and the Hartford Federation of Teachers (the Federation) come before this panel pursuant to the provisions of Section 10-153f of the General Statutes of the State of Connecticut. The Federation and the Board are parties to a collective bargaining agreement for the period July 1, 2008 through June 30, 2011. Pursuant to their statutory obligations, the parties commenced negotiations for a successor agreement for the period July 1, 2011 through June 30, 2014. The parties engaged in negotiations on this successor agreement, exchanging proposals on November 1, 2010. After negotiation sessions and a subsequent mediation the parties reached agreement on all of the terms of a successor collective bargaining agreement save one.

The the neutral arbitrator representing the interests of the public was appointed by the Commissioner of the Connecticut Department of Education and an initial hearing on procedural issues was held on January 3, 2011 and a subsequent hearing on evidentiary issues were held on January 21 and 22, 2011. At the latter, the parties and their counsel were afforded full opportunity to present evidence and argument through testimony and cross-examination of witnesses, submission of documentary evidence and presentation and discussion of spokespersons with respect to the issue in dispute. At the close of the hearings, the parties filed last best offers electronically and by U.S. mail on January 28, 2011 and subsequently filed post hearing briefs electronically on February 10, 2011 followed by delivery of hard copies. The arbitration panel met in executive session on February 14, 2011 to consider the issues presented

and make the following award. The agreed upon language of the parties is contained herein in Section VIII of this award.

II. STATUTORY CRITERIA

In hearing and deciding this matter the arbitration panel is required to apply the criteria set forth in the Teacher Negotiation Act, Connecticut General Statute Section 10-153f et seq. which provides in part:

In arriving at a decision, the arbitrators or the single arbitrator shall give priority to the public interest and the financial capability of the town or towns in the school district, including consideration of other demands on the financial capability of the town or towns in the school district. In assessing the financial capability of the town or towns, there shall be an irrebuttable presumption that a budget reserve of five per cent or less is not available for payment of the cost of any item subject to arbitration under this chapter. The arbitrators or the single arbitrator shall further consider, in light of such financial capability, the following factors:

- (A) The negotiations between the parties prior to arbitration, including the offers and the range of discussion of the issues;
- (B) the interests and welfare of the employee group;
- (C) changes in the cost of living averaged over the preceding three years;
- (D) the existing conditions of employment of the employee group and those of similar groups; and
- (E) the salaries, fringe benefits, and other conditions of employment prevailing in the state labor market, including the terms of recent contract settlements or awards in collective bargaining for other municipal employee organizations and developments in private sector wages and benefits.

III. THE ISSUE IN DISPUTE AND LAST BEST OFFERS OF THE PARTIES

The parties submitted one open issue to be considered in this arbitration proceeding. It is contract Article VIII Section E concerning layoff and recall of bargaining unit members.

The Last Best Offer of the Board

ARTICLE VIII –

OPPORTUNITIES AND ASSIGNMENTS, SUBSECTION E, LAYOFF AND RECALL

1. In the event of a reduction in force necessitating the elimination of bargaining unit positions, a teacher will be laid off within his/her current area of certification under which the teacher is currently teaching in the reverse order of seniority in the teacher's school based on overall seniority in the system (i.e. any cuts made at a specific school will impact the teacher at that school with the least district-wide seniority within position category (e.g. pre-k, elementary, physical education, etc.)). Any displaced member shall be placed on the available teacher list for a period of ninety (90) calendar days from displacement; such leave shall be with pay if school is in session. During the ninety (90) calendar day period, the teacher shall be available to fill a vacancy at another district school/location at the request of the principal. If the teacher declines a position, he/she will be viewed as having resigned from the system. If the teacher accepts a position, he/she will carry his/her district-wide seniority to the new school/location. In addition, during the ninety (90) calendar day period, any teacher on the available teacher list may submit a cover letter and resume supporting his/her interest and commitment to a particular school, which shall be considered by the principal or hiring agent. If the teacher is not offered a position by the conclusion of ninety (90) calendar days, he/she will be deemed not qualified and will be laid off subject to the provisions of paragraph 2 below.

No tenured teacher shall be laid off if there is a non-tenured teacher holding a position for which the tenured teacher is qualified and certified (including dual certification such as PE and Health). Qualifications include but are not limited to, relevant experience, specialized training (relevant to the position, school, theme, etc.), recent experience in the grade level or content/pedagogy, particular or unique contribution to the school, teacher performance, record as a teacher (attendance, discipline, etc.). In the case of a part-time teacher or a teacher whose assignment is divided between schools/locations, qualifications include the ability of the teacher to meet the scheduling needs and availability needs required by the

position without disruption to other schools/locations. The determination of qualifications shall be made by the Administration.

2. Any employee who is laid off shall have recall rights as follows:

Members shall be placed on recall list for his/her most recent school. Recalls shall be based on the reverse order of layoff within a school by position category. A recall list shall be maintained by each school and a displaced member shall remain on the list for a period of 30 months from the time of displacement.

- a. A teacher who formerly worked 40% or more shall remain on the recall list unless the teacher refuses a position which is 40% or more of a full-time position. Whenever possible, a teacher shall be given a position equivalent to the FTE that he/she had before being laid off.
- b. Teachers on the recall list shall be notified by telephone with confirmation in writing and must respond to the Administrator for the Department of Human Resources within five days of receiving the notification. To insure coverage under this subsection, teachers must keep the Board informed of all address and telephone number changes.
- c. Any member who cannot be placed on a recall list because his/her former school no longer exists shall be offered an additional severance payment of \$15,000 or he/she shall be placed as a substitute teacher, at his/her discretion, including all collective bargaining rights attendant thereto.

The Last Best Offer of the Federation:

ARTICLE VIII – OPPORTUNITIES AND ASSIGNMENTS

E. Layoff and Recall

1. In the event of a reduction in force necessitating the elimination of bargaining unit positions, teachers will be laid off in the reverse order of their seniority in the system within certification area(s). No permanent teacher shall be laid off as long as there are non-tenured teachers holding positions for which the permanent teacher is qualified.
2. Any employee who is laid off shall have recall rights as follows:
 - a. Teachers who have been laid off shall have their names placed on a preferential hiring list.

- b. Seniority shall be the determining factor in recall provided that the teacher is certified and qualified for the position.
- c.
 - i. A teacher's name shall remain on the list for a period of thirty (30) months from the date of layoff or until the teacher refuses a position for which the teacher is qualified.
 - ii. A teacher who formerly worked 40% or more shall remain on the recall list unless the teacher refuses a position which is 40% or more of a full-time position.
- d. No new employee shall be hired to fill a position for which there remains a certified and qualified laid off teacher.
- e. Teachers on the recall list shall be notified of openings by regular and certified mail sent to their last known address and must respond to the Administrator for the Department of Human Resources within ten (10) days of the delivery date of the notification of the opening. To insure coverage under this subsection, teachers must keep the Board informed of all address changes.

IV. OVERVIEW OF SCHOOL REFORM IN HARTFORD

The economic circumstances of Hartford are discussed below. In brief, it is the poorest city in the state and among the poorest in the nation. Within this context, the students in the Hartford Public Schools have struggled for decades. Ninety percent qualify for free and reduced lunch, 18% are English language learners and 15% are special needs students. In 2006 – 2007 Hartford was the lowest performing district in Connecticut based on the National Assessment of Educational Progress. The achievement gap between Hartford and the neighboring wealthier towns is and has been cause for significant concern. The literature and research is replete with data indicating that people who graduate from high school have higher incomes and lower rates of incarceration rates. With better and more education economic and other opportunities grow and the differences become more pronounced. Over the decades a number of initiatives have sought to close the achievement gap in Hartford – most with little or no success. These have included attempts at contracting management of the schools to a private entity, numerous changes in the superintendent and other measures. At the outset of the current efforts more than

half of students failed to meet state standards for reading in 7th grade or for math in 8th grade and the graduate rate was 29%.

In the last few years, a new reform strategy was put in place in an attempt to close the achievement gap so that *all* students coming out of the Hartford Public Schools would have the skills and knowledge and the consequent benefits and opportunities that come with a better education allowing them to function and participate as productive members of the community. To close the achievement gap, Hartford students must increase proficiency at four times the average rate of improvement of other students in the state.

Under the leadership of Superintendent Adamowski, a reform strategy was proposed to and adopted by the Hartford Board of Education based on a Managed Empowerment Theory of Action. (Board Exhibit 384) In brief, it is a manage performance theory of action that defines the level of autonomy of a school based on student achievement. Greater autonomy refers to decision making with respect to use of budget, hiring and choice of curriculum. The higher the level of student achievement in a school, the greater the level of autonomy. Low performing schools are subject to district intervention or redesign or replacement. New and redesigned schools are granted autonomy conditioned on continuous improvement in student achievement. A low performing school can earn autonomy over time as gains in achievement are demonstrated. Conceivably, a high performing school could lose autonomy if it fails to maintain or improve a specified level of student achievement.

Within this context, the District has a portfolio of schools, many of which have particular themes or curriculum. Parents and guardians have the ability to choose where their children attend school. One option is regional inter-district choice. There is also intra-district choice in which there is preference for neighborhood schools and, within transportation zones and as space is available, parents and guardians may avail themselves of opportunities to enroll their children at a school within the district that they feel best meets the needs of their child.

Underlying this portfolio of choice schools is “Student Based Budgeting” to create equitable distribution of funding. In essence, a school is funded based on enrollment using a weighted student formula using the grade level, academic need and special education need as factors. The goal behind this process is to reduce budget advocacy and increase transparency and equity of funding. Hartford is one of only ten districts in the nation to use this student based budgeting approach. Since its implementation, the percentage of funds going to schools and classrooms has gone from less than half to more than the 70%.

With the ability of parents and guardians to select schools based on reputation and expectation of quality and with the ability to retain students, and thereby staffing, budget and autonomy, there is strong incentive for schools to increase the achievement of the students who learn in their classrooms. When a school is not meeting proficiency the district has a process for making determinations for its redesign or closure. As a result, about a dozen and a half schools have been closed or redesigned in the last three years. Others are in the process or at risk of being closed or redesigned.

The 22,000 students in Hartford learn in 44 schools and are taught by a little over 1,700 teachers. For the third consecutive year there were significant gains in student achievement. Thirty-one schools improved with 22 of those raising their achievement index by more than 4 points – the necessary level to close the achievement gap. Five more schools reached the achievement goal bringing the total at goal to ten schools. These increases are the result of significant efforts and collaboration among teachers and administrators. Both parties note the incredible efforts and collaboration required to make these gains. Based on the design of schools and curriculum and the teamwork and efforts of teachers and administrators, more students are learning at a higher level and their future prospects are brighter. The efforts have caught the attention of federal regulators, reformers and other school districts from across the country with speeches, articles, books and research shining a light on the changes.

V. **PRELIMINARY ISSUE: Consistency with State Law**

At the outset of the proceedings and in its brief the Federation raises the issue of whether the last best offer of the Board is consistent with Connecticut General Statute §10-151(d). (The Teacher Tenure Act). The statute states in part:

(d) The contract of employment of a teacher who has attained tenure shall be continued from school year to school year, except that it may be terminated at any time for one or more of the following reasons: ... (5) elimination of the position to which the teacher was appointed or loss of a position to another teacher, if no other position exists to which such teacher may be appointed if qualified, provided such teacher, if qualified, shall be appointed to a position held by a teacher who has not attained tenure, and provided further that determination of the individual contract or contracts of employment to be terminated shall be made in accordance with either (A) a provision for a layoff procedure agreed upon by the board of education and the exclusive employees' representative

organization, or (B) in the absence of such agreement, a written policy of the board of education...

This sets forth three conditions for the layoff of a tenured teacher. A tenured teacher cannot be laid off 1) if there is a vacant position within the District for which the teacher is certified and qualified; 2) if a non-tenured teacher holds a position for which the teacher is certified and qualified; and 3) the layoff must be completed in accordance with a procedure agreed upon by the board and the exclusive employees' representative organization, or, absent an agreement, a written policy of the board.

The primary difference between the parties is the interpretation of "qualified" within the act and the consequences that flow from that interpretation as they relate to the first and second conditions.

The Federation argues that the courts have generally used the term "qualified" as being commensurate with "certified". The Federation and the Board concur that a board of education may prescribe additional qualifications to those prescribed by the State Board of Education. This is supported by case law. McKee v. Watertown Board of Educ., 32 Conn. App. 6 (1993).

The Board in its last best offer sets forth its qualification standard, namely: "Qualifications include but are not limited to, relevant experience, specialized training (relevant to the position, school, theme, etc.), recent experience in the grade level or content/pedagogy, particular or unique contribution to the school, teacher performance, record as a teacher (attendance, discipline, etc.)." These qualifications are not prioritized or weighted.

The testimony at the hearing in this matter focused on a number of relevant items with respect to this issue. The Board asserts that its reform strategy is dependent on the portfolio of schools model and managed performance. This creates a situation where the vision, mission, pedagogy and content may be unique to a school and creates the need to train and align staff accordingly. As part of managed performance, the decisions concerning staffing are made by the principal to build a faculty of their choosing that is a “fit” with the school culture and program. In the testimony of Ms. Cutler Hodgman and other representatives of the Board this is in the discretion and determination of *each* of the principals managing the Hartford school they run.

The Federation argues that the statute creates a property interest in continued employment for a certified teacher who has attained tenure, Sekor v. Board of Education of the Town of Ridgefield, 689 A.2d 1112, 240 Conn. 119, except on showing of cause or bonafide elimination of his position this property right is entitled to protection under the due process clause, Lee v. Board of Education of the City of Bristol, 434 A.2d 333, 181 Conn. 69. Further the Connecticut Supreme court has held that in enacting the Teacher Tenure Act a public policy in favor of offering greater protection for classroom teachers “[t]eachers in Connecticut are *not* at-will employees because of an affirmative decision of the legislature. In enacting the act, the legislature evidenced an intent to protect teachers and administrators below the rank of superintendent from the threat of arbitrary discharge.” Cimochowski v. Hartford Public Schools et al, 802 A.2d 800 at 812, 261 Conn. 287 at 306 (2002).

The application of this to the language of the Boards last best offer is as follows: A tenured most junior teacher in their areas of certification is displaced from a school, because their school is closed or their position is eliminated for budgetary reasons, is placed on the available teacher list for 90 days. A principal reviews the list and may request that the teacher fill a vacancy. To enhance their prospects of filling an open position the teacher may circulate a letter and resume to principals at schools where they wish to work. If they are not offered a position within the 90 days the teacher will be “deemed not qualified” and laid off subject to recall.

A principal makes the determination as to qualifications based on the language in the Board’s last best offer. According to the testimony of representatives of the Board, a principal has the authority to not select off the available teacher list any teacher they deem not qualified (or the Federation would assert, more subjectively “less qualified” than a non-tenured or less senior teacher) and may either retain a more junior person, an untenured teacher or hire from the outside. As a result the tenured teacher may lose their job.

Entrusting the decision-making authority as to which teachers will be hired (and, thus, effectively which teachers will be fired after 90 days on the list without being selected) to the varying opinions of individual principals also does not comport with §10-151(b) of the Conn. Gen. Stats. This statute specifically vests the power to employ teachers only in the board of education or, if authorized by the board of education, in its superintendent of schools.

In reviewing the language of other collective bargaining agreements, discussed below, those agreements which used criteria other than seniority used more clearly defined criteria which

could be consistently applied with a reasonable degree of certainty and without the more ambiguous “include but are not limited to” phrase. The language as proposed by the board is overly broad and may be inconsistently applied across the District in such a manner as to deprive teachers of their right to a vacant position or a position held by an untenured teacher without due process.

VI. DISCUSSION OF THE STATUTORY CRITERIA AND AWARD

The Teacher Negotiation Act requires that the panel give priority consideration to the public interest and the financial capability of the Town and consider the additional factors in light of those criteria. In reaching its decision on the issues in dispute, the panel has given priority to the public interest and the financial capability of the City of Hartford and considered the other statutory criteria in light of the priority criteria.

The Financial Capability of the Town.

There is little question that the national, state and local economy have suffered in recent years and that looming deficits and loss of federal stimulus funds will have serious impacts on state and local budgets. The parties concur that tough economic times are ahead for the Hartford Schools and layoffs are likely.

With a 2009 population of 119,953, that is expected to decline further in the coming years, and a median household income of \$30,379, Hartford is the largest city in Hartford County and the second largest municipality in the state. Hartford ranks last of the 169 towns and cities in per capita income and first in both the county and among the largest municipalities in monthly

average recipients and recipients as a percent of population receiving Temporary Assistance to Needy Families. The City is similarly situated at 169th for Equalized Cost Sharing (ECS) wealth ranking. With unemployment of 15% in May and 15.40% in November of 2010 the city had the highest rate in both the county and among the ten largest municipalities.

The county and large municipality rankings for the Adjusted Equalized Net Grand List for 2010-2011 and 2011-2012 is similar at 169th. With an actual mill rate of 72.79, Hartford is significantly above other municipalities in both of these categories. The equalized mill rate is also higher than both other large municipalities and the towns in the county. Collection of tax revenues falls below most others in both categories. The Undesignated Fund Balance as a Percentage of Total Expenditures has declined in recent years from 6.82% in 2004-2005 to 5.97% in 2006-2007 to 3.26% in 2008-2009.

The education budget is 53% of the total projected expenditures for the city for 2010-2011. For Fiscal Year 2010-2011, intergovernmental revenues were projected to be 46.16% of the total budget.

Even this brief summary provides a picture of a city in economic distress. The testimony and evidence introduced indicates that over the last three years the Hartford Schools have been essentially level funded with a meager 0.44% increase over that time. The Board introduced evidence (Board Exhibit 183a), supported by testimony, that it anticipates a shortfall in the coming 2011-12 year and likely beyond. These are based on scenarios which include possible reductions in Education Cost Share and transportation grants and flat revenues from the City.

The City was able to carry over funding from the Federal Stimulus Education Jobs Bill for the coming year. Each of the scenarios leads to a deficit. The best case scenario results in about \$2.3 million shortfall, the worst case being \$34.8 million and the most likely case \$17 million.

Under the current collective bargaining agreement there have been about 400 layoffs in the Hartford Public Schools. Given predictions of tougher economic times ahead, more layoffs are likely. The District is dependent on state and federal funding to cover significant portions of its budget, as noted above. If those funds are not forthcoming, and the City chooses not to allocate funds to the District to minimize the impact of that loss of funding, the potential for significant number of layoffs is very real. Layoffs of any significant magnitude will cause disruption, stress and impact reform no matter how they are carried out. The result will be a loss of teachers at schools and in classrooms, adjustments in assignments even in schools which maintain teachers, and transfer between schools for a variety of reasons. Where the difference lies in the proposals is whether those teachers who move do so by seniority within the District, of which there may be more, or by the selection of administrators at a school. The Board argues that there is increased cost, straining the ability to pay, for training and professional development associated with the seniority basis in the Federation's last best offer. The Board did not provide concrete evidence to convey or support the additional incremental associated cost.

Testimony provided by the Board's witnesses including Ms. Totten-Alvarado, Dr. Perry and Ms. Cutler Hodgman spoke to necessary training in programs and curriculum stating that associated costs include staff time, substitute teachers and consultants. Some of these costs are associated with the start up of a new or transformed school and would be incurred in any event.

Board Exhibit 10 list schools requiring specialized professional development. In testimony and other supporting documentation it is not clear the number of days, the contracted or other hard or soft costs associated with this professional development – either in the normal course of school operations or as a result of forced bumping. The Board cites studies stating the cost of training a *new* (emphasis added) teacher at 20-150% of their salary; however, this study refers to teachers leaving the profession and loss of teachers in low performing schools to high performing schools. (Board Exh. 404) In the instant case, bumping would have teachers new to the school but not the profession. The study does address the impact of turnover on morale and working relationships, an important consideration. For purposes of cost however, the majority of the panel is not able to extrapolate an impact from the study or evidence from the testimony relating to forced placements in a conclusory fashion with respect to the town’s ability to pay.

Public Interest.

There is a clear public interest in assuring that the children of Hartford receive an education which provides them with the opportunity engage and contribute to their community economically and socially to the best of their abilities. Closing the achievement gap is an essential element to that. The recent reform efforts have made great strides in this respect with gains in student achievement over the last three year with more students and more schools increasing scores in reading and math.

The Board argues that these gains are on pace to close the gap in the coming years but are fragile, especially given the high correlation between poverty and low performance. To maintain the improvements, the Board cites studies and papers describing the importance of a teaching

culture of personalized instruction, developing relationships with students, collaboration and continuous improvement in environment where staff members are mission driven and are the best fit for the school. The Board presented witnesses to support the importance of “fit”. (Ms. Alvarado-Totten and Dr. Perry) Further, the Board presented studies and papers on the impacts of teacher turnover as support for moving from a system-wide seniority based process. (Board Exh. 412, 402, 404)

The board provided evidence through the testimony of witnesses of disruptions relating to recent layoffs and bumping as an indicator of the consequences and the likely impacts on school culture of more extensive layoffs and bumping which might occur in the future. Dr. Perry spoke of the problems he encountered with one forced placement and spending 20% of his time on it. Ms Totten-Alvarado spoke of losing two specially trained guidance counselors. A Federation witness, Mr. Hall, testified for the Federation that the vast majority of forced placements to date were in positions such as Guidance Counselor, Physical Education, and Social Worker.

Nonetheless, while these layoffs and disruptions were occurring on a system-wide seniority basis, the students in Hartford have made significant strides, due in large part to the reforms put in place. Ensuring the continued progress of students is an essential public interest. That progress has occurred in an environment of change – schools reforming, closing, layoffs and bumping. As schools in the system grow, with success they will increase their staff. As schools reform they will have turnover in staff. Through the natural process of attrition, retirement, health and family leave staff will change over. In each of these situations, new arrivals to the school will need to become part of the team and assimilate to the unique

environment and culture of the school. In many situations additional or specialized professional development will be necessary. Presumably, teachers in the Hartford schools are professional, competent and qualified to perform the job within their certification.

Ms. Cutler Hodgman, testifying for the Board, indicated that forced placements are not tracked so the number cannot be determined. The testimony on behalf of the Board, while compelling, was vague as to the actual classroom impact and necessary extent of *additional* training of classroom teachers and other staff that has or will be incurred by bumping to date. The common theme cited was “fit” with a school as a key criterion motivating the desire to change to a new school-based seniority system of layoffs.

There is little doubt that large scale layoffs will be traumatic for students, staff and administrators no matter what the method. A number of studies discuss the importance for a collaborative partnership of school administrators and unions in achieving reforms and improving student achievement. (Board Exh. 383) One assumes that in the event of layoffs the Board and the Federation will attempt to work collaboratively to implement a plan that will minimize the impact of layoffs on students and teachers. A working paper offered by the Federation indicating that lifting seniority-based hiring constraints alone will not redistribute teacher quality or reduce turnover. (Federation Exh. J)

Absent the ability to negotiate minimal impacts, the agreed upon language by the parties provides a mechanism for the superintendent to effect involuntary transfers (Article VIII Section D). This language gives the Superintendent the ability to move teachers to align them with the

competencies, relevant recent experience, and training and voiced commitment to the mission or theme of a school.

The involuntary transfer language states that “The Superintendent or his or her designee may deviate from seniority for reasonable cause.” Further, the language allows for involuntary transfers “to or from a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution)...”

The above language provides a mechanism to reduce the impact of system-wide seniority by having teachers who have performed satisfactorily in the jobs to be placed in jobs for which they are certified and qualified and meet the needs of the portfolio schools.

Based on the lack of conclusory evidence that shifting to a school based seniority system will achieve the necessary goals in and of itself, the fact that additional methods exist within the contract to move teachers to readjust to a better match when bumping occurs, and consistent with arbitral principals discussed below, the majority of the panel concludes that a non-mutually agreed upon change to Board’s last best offer is not likely to meet the public interest to a greater degree than the existing provision offered by the Federation.

A. The negotiations between the parties prior to arbitration, including the offers and the range of discussion of the issues

The procedural history at the outset of this award provides a brief summary of a portion of the negotiations between the parties. The particular issue under consideration predates formal bargaining for the successor contract and has been sought by the Board for some time to minimize what it views as the negative on the reform initiative and achievement gains which could occur from extensive layoffs in coming years.

On June 17, 2009 the leadership of the Hartford Public Schools and counsel met with the Commissioner of Education, Mark McQuillan, requesting support for a Corrective Action Order to conduct seniority based layoffs within each school rather than on a system-wide basis. (Board Exhibit 5) This was followed by correspondence with the Commissioner supporting the request. Apparently, this was not pursued further at the time with the Commissioner. According to the testimony of Jill Cutler Hodgman, the Board approached the Federation at a monthly labor-management meeting in January 2010 to initiate discussions concerning modification of the current language. The Board felt that this was also responsive to what concerns it had heard from teachers about unfairness resulting from mid-year bumping and consequent impacts on layoffs which had been conducted previously. The Federation declined the request via email on January 12, 2010.

The Board then continued with efforts with the Connecticut State Board of Education for a Corrective Action Order and the issue was placed on the March 16, 2010 agenda of the State Board. The Board provided a draft resolution with an accompanying letter in support from the

Hartford Parent Educational Council (Board Exhibits 7 and 6). The State Board declined to act at that meeting and at a subsequent meeting passed a resolution that suggested the parties attempt to reach a mutually acceptable resolution rather than having the State Board render an order. The Board and Federation engaged in additional efforts to resolve this issue including a confidential mediation session. In July of 2010, as the issue had not been resolved, the Board implemented layoffs based on the system-wide seniority language of the existing contract. Eventually the issue was deferred for inclusion in the negotiations concerning the successor contract.

During the course of discussions and formal negotiations the Board offered several compromises which it believed to be the concerns of the Federation. The Federation has maintained the existing language as its proposal throughout. During negotiations, the Board and the Federation were able to reach agreement on a number of other issues that support the reform agenda. These include extension of the workday to 7 hours and 30 minutes by the third year of the contract with a corresponding increase in salary above the state averages in each year; but not proportionate the increased length of the day. The increase in wages is an uncommon occurrence in the existing economic climate but appears to have been agreed to in recognition of the longer work day. Other elements include increases in the percentage of premium paid for health insurance and in co-pays for doctor visits to be incurred by teachers. The Federation also notes that in the existing contract for 2008 – 2011, which was agreed to after the initiation of the reform efforts, the Board bargained away prior language allowing the ability to “deviate from seniority for reasonable cause” which had been in the 2005-2008 contract.

B. The interests and welfare of the employee group

The panel must consider the last best offers in light of the subordinate factor of the interests and welfare of the employee group. The Board asserts that its offer protects seniority while also advancing the necessary reform agenda. The Federation argues that qualified tenured teachers are subject to potential dismissal when positions are available for which they are qualified and more senior.

The Board asserts that its last best offer preserves the rights and interests of the employee group by preserving seniority rights of teachers in the event of a layoff and argues that the last best offer would best serve the public interest if seniority were not the determining factor at all. The Board seeks to balance the traditional role and importance of seniority to teachers with the stability of staffing, teaming and particular skills and knowledge associated with a portfolio of schools program. The offer puts in place a system where a displaced teacher is placed on the available teacher list for 90 days with pay, to provide time for the teacher to find a new position within the District. During this period the teacher may document his or her qualifications and submit them to principals in an effort to be selected by mutual consent for work in another school within the District. For a teacher whose school no longer exists, there is the option of receiving a lump sum severance of \$15,000 or accepting a position as a substitute in the district.

In presenting evidence and testimony the Board asserts that there is no economic incentive for schools to hire less senior and therefore lower salaried teachers because student based budgeting uses an average salary and the actual salary is not charged to the school. Rather, the

Board argues that schools will hire teachers off the list based on the criteria listed in the last best offer and the “fit” with the school, both as determined by the principal.

The Board introduced evidence that the reform efforts, although showing early signs of strong success, are fragile and could be set back by disruptions in school staffing. The approach of a portfolio of schools is stated to rely on the teamwork required with new approaches, themes and curriculum which are subject to disruptions by forced placements as teachers are moved into a school replacing teachers who are committed to the vision and may have received specialized training.

As a sign of the level of commitment and draw of being part of something that is making a difference, the Board offered the testimony of Christopher Fulton, a teacher at Capital Preparatory Magnet school, as an example of the level of commitment to change jobs by coming from another system, commit to a particular vision and have an impact on students and their future. There is little doubt about Mr. Fulton’s energy, talent and commitment, especially by his testimony that if he could not teach at Capital Prep he would leave the system. While Mr. Fulton’s level of commitment is to be commended, his decision to join Capital Prep came with a number of known risks. He might have found it not to his liking, the school – though no fault of his – might be closed or transformed because it did not meet certain goals such as achievement or diversity (testimony of Stephen Perry p. 160), or he might be laid off as a result of reductions in force based on the contract in place when he arrived.

As stated in its brief, the Board's last best offer allows schools and teachers to find the fit of talents and interests that will best serve students through the teacher's commitment to the particular school's theme, culture and pedagogy. In support the Board cites a number of studies concerning the negative impact of turnover on the culture of a school.

This may be true but there is an assumption that few transferred teachers would have the interest, commitment or skills to adapt and thrive in the new assignment. Given the number of schools which have significantly changed in Hartford in recent years, existing staff, who are presumably qualified, have made such a change.

The Federation notes that there are three potential mechanisms for a teacher's position to be eliminated: 1) a reduction in force, 2) a redesign of an existing school and 3) the closing of a school. Under the current language, which the Federation proposes as its last best offer, the teacher whose position is eliminated is placed on a "to be placed" list and, if they have more seniority in their certification area they bump a less senior teacher within the District. The Federation asserts that this has been a rare occurrence for classroom teachers but has occurred for other areas such as Guidance Counselor, Physical Education and other positions outside the traditional classroom setting.

Board did not present testimony as to the number of forced bumping situations which had occurred in the almost 400 layoffs which have occurred in the last several years. Based on testimony, forced bumping is not tracked by the district. The Board did present evidence in the form of testimony by Stephen Perry, principal of Capital Prep, concerning the difficulties

presented by one forced placement which did not work out, in part because of the different type of requirements placed on staff at the school such as the year round schedule and additional duties to connect with students and their families.

In the case of a teacher who loses her or his position because a school closes, under the Board's proposal, the teacher could be selected off the list or apply to other schools and hired at the sole discretion of the leadership in a particular school in the District. Long standing and dedicated teachers who are devoted to their students and choose to stay with the school as it closes, such as the case with Weaver Senior High, will be in this circumstance where they must be selected or apply for a position. It is likely that the most skilled teachers will have little trouble finding a new position even though they come from a failed school. However, there is little assurance that objective and predictable criteria will be consistently applied across the District in making the hiring decision. Under this system, tenured and qualified teachers not selected in the 90 day period would be let go if they are not selected because a principal determined a teacher not qualified. The principal is then able to hire from outside or retain less experienced staff or untenured staff because they deem them the most qualified by virtue of the fit with the school.

Teachers would have to weigh the decision to transfer or not transfer to or from a school based on their commitment to a program but also on where they fall within the seniority of a particular school. This could impact the potential for voluntary transfers. With layoffs possible and no certain measure of how decisions will be made the potential for teachers to leave the District in search of greater certainty also exists.

It is in the interests of teachers that their peers be qualified and committed. When one individual shirks their duties or is ineffective in the classroom it impacts their fellow teachers by increasing the burden of work, reducing collegiality and passing unprepared students on to others. For these reasons it is in the best interests of students, teachers, and the district to remove from the ranks those who are not suited to the task at hand according to existing processes and statutes for evaluation and termination. However, the vehicle for culling the ranks of those who cannot effectively perform their duties should be through performance appraisal, observation and individualized human resource management. Similarly, a well designed, predictable and agreed upon method for assessing qualifications and performance is in the long-term interest of all employees because it provides clear expectations and accountability with due process protections.

The proposed language of the Board puts in place a new system that changes advantages for certain members based on potentially subjective or unprioritized criteria and/or inconsistent interpretation of the criteria. New Haven and others have found more objective ways to address this issue as noted below. For this reason the majority of the panel finds that the Federation's last best offer better serves the interest and welfare of the employee group.

C. Changes in the cost of living averaged over the preceding three years

Compensation was not an issue under consideration in this proceeding as the issue was resolved by the parties and reflected in the Agreed Upon Language. Therefore this statutory factor is not considered.

- D. The existing conditions of employment of the employee group and those of similar groups and**
- E. The salaries, fringe benefits, and other conditions of employment prevailing in the state labor market, including the terms of recent contract settlements or awards in collective bargaining for other municipal employee organizations and developments in private sector wages and benefits**

A number of the surveys and studies cited by the parties indicate in the country layoff and recall language has seniority as the determinant factor in 75% of the districts; in 16% performance carries more weight than seniority, 6% are case-by-case with seniority as the usual bases and 3% have multiple criteria. (Board Exh. 409) In several jurisdictions seniority based systems have been challenged through legislative proposals and the courts.

The parties submitted for consideration the layoff and recall language from numerous collective bargaining agreements including the District Reference Group (DRG) and the other towns in Hartford County. Many of those agreements rely on system-wide seniority as the sole or primary criteria for making decisions concerning layoff and recall.

In a majority of the largest districts system-wide seniority is the primary factor. These include: Bridgeport, Bristol, New Britain, Stamford, and Waterbury. In Norwalk seniority is divided into categories between elementary and the department for secondary levels. Other large districts add additional factors. These include Danbury (area of certification, length of service, evaluations and needs of the system), and Greenwich (certification, general competence, instructional skills, skills considered vital to the needs of the system and seniority). In New

Haven, as part of the reform efforts in that city, the teachers' federation and the city reached agreement calling for transfer of non-selected staff in reconstituted schools, new teacher evaluation systems and decision making at the school level to change rules in the best interest of the school through a highly collaborative process. For layoffs an order sequence of transfer is specified which states in part "The provisions of the Article shall not be construed to permit layoffs or transfers which would: ... (c) result in the layoff or displacement of a more senior teacher unless said position more senior teacher fails to possess the special qualifications for the position in question." Recall rights are for two years in order of seniority to vacant positions for which the teacher is certified. Prior to elimination of positions resulting in transfer or layoff the Board and the union discuss special qualifications before action is taken.

In Hartford County the systems that have factors in addition or in place of seniority generally state reasonably objective criteria or categories (generally school level and specialist certifications). Avon, for example, requires teaching experience within the certified area within the last 5 years to allow displacement. Others factor in the teacher's performance in making the determination, for example the Bristol agreement states: "2. d) Qualifications and ability, as determined by an objective evaluation of the teacher's performance".

In West Hartford teachers are classified tenured/nontenured with levels (such as certification, field, band, etc.). There is then an order of reduction and displacement. For each classification the process is set forth. For tenured teachers with professional educator certification the first factor is length of service within a band the agreement then sets out more unique position based qualifications and experience factors (e.g., "specified unique abilities

and/or competencies possessed relative to identified needs of the positions to be filled (b) amount, applicability and recency of experience relative to the positions to be filled (c) amount, applicability and recency of preparation relative to the positions to be filled (d) degree status... (e) total experience for salary purposes...”

Wethersfield sets priority of criteria by (a) certification (b) technical fitness for specific assignment within the area of certification ... (c) substantial differences in quality of service, determined by evaluations conducted pursuant to applicable law and guidelines, and non-evaluative records routinely maintained in the central office personnel files ... (d) number of years (system wide) (e) balance in minority group representation (f) specific needs of the school system.”

To the extent that many of these provisions establish criteria beyond state certification tend to reflect the language of §10-151 with respect to review of teacher evaluations.

The Board’s proposal is similar in some respects to the recently approved language for the Hartford Principals’ and Supervisors’ Association (HPSA) bargaining unit and the Capital Regional Educational Consortium (CREC) teacher contract. CREC, like Hartford, has a portfolio of schools.

The HPSA layoff provisions create bumping rights by seniority within the same school, location or department within the same position category/title or a lower classification if displaced individual meets the qualifications as determined by the administration and has a most

recent year-end evaluation that is equal or higher than the person being bumped. If an administrator, facing the loss of his or her higher position to layoff, is not able to exercise bumping rights they may fill vacancies for which they are qualified. If the administrator is unable to fill a position they have salary continuation and continued administrative duties for two years. As part of this process the administrator may bump into a teaching position. Administrators remain on the recall list for two years. Salary continuation is a distinguishing feature. Giving administrators the ability to bump into teaching positions would seem to contradict the goal of the Board to have principals exercise school level choice about qualifications and fit, avoid specialized training, and maximize team work within a building.

The CREC teacher contract has language concerning layoff with a procedure which goes by seniority within a program, then by CREC seniority (as a tie-breaker), with no rights to displace another teacher in the system except where she or he has “Taught in another CREC program and has greater seniority there than the teacher in the program...” Recall is to the CREC specific program in reverse order. The Board notes that CREC, as a portfolio choice district, is in direct competition for students with Hartford and Hartford paid tuition for 778 students to attend CREC schools in the 2009-2010 school year.

Of import to the majority of the panel is the fact that the HPSA, CREC, New Haven, and to the best of its knowledge the other layoff and recall language which does not use seniority as a primary or principal determining factor, were arrived at by negotiation. The significant rights and protections traditionally associated with seniority have long been a factor affecting an individual’s decision to enter or continue in the profession. While efforts, and some would say a

trend, in recent years has been to look at additional elements of the qualifications, competency and other specialized knowledge acquired or displayed by a teacher in making decisions concerning reductions in force, the large proportion of contracts in the state for those similarly situated protect the principal of seniority beyond just the school or building basis. To change this to the degree proposed by the Board does not conform to arbitral principals as understood by the majority of the panel.

This principle is highlighted in the brief of the Federation quoting *State of Connecticut and SEBAC January 31, 2000 Interest Arbitration Award: the future of negotiations and arbitration of domestic partnership benefits for local government employees in Connecticut*, (Connecticut Bar Association Labor and Employment Quarterly Volume 6, No. 2 (2000)) arbitrator Larry Foy wrote:

“Two factors traditionally have weighed heavily in decision making of interest arbitrators (not only in Connecticut but in most jurisdictions). These factors rely on objective evidence and reasonable parties readily understand and accept that they constitute reasonable yardsticks. Accordingly interest arbitrators rarely (1) add a substantial new benefit which is uncommon among “similar groups of employees” and/or employees “in the labor market,” or (2) eliminate any existing substantial benefit which is common among “similar groups of employees” and/or employees “in the labor market”. Such change is ordinarily expected to result from mutual agreement between the parties in bilateral negotiations. It has become well-known, understood and accepted by experienced interest arbitrators and other labor relations professionals that interest arbitration is **not** the proper vehicle for frontier breaking substantial change, regardless whether the change is progressive or reactionary in nature.

...

It is similarly well known and understood that when one party proposed to change a current contract provision, while the other party proposes no change, the party proposing the change bears the burden of proving that its proposed change is justified by the evidence and the statutory factors.”

This comparison factor favors the Federation’s last best offer.

AWARD

Based on the foregoing reasoning, a majority of the panel finds that the Last Best Offer of the Federation, best meets the interests of the public and the financial capability of the City of Hartford in light of the subordinate factors and the context of the Teacher Tenure Act. Mr. Romanow dissents, his dissent follows.

VII. DISSENT

“Deep in our collective sense of the promise of America is the notion that every American – no matter who they are or what their family’s social standing - has an opportunity to succeed. As a nation we make that opportunity real and tangible through the institution of public schools; public schools that don’t deliver on that promise imperil not only the futures of their students but the very foundations of our democracy.” (Inside School Turnarounds, Urgent Hopes, Unfolding Stories, Pappano, Harvard Education Press, 2010, Board Exhibit No. 383, pg.xiii

This arbitration is about whether as a result of this award it will become more likely or less likely that the Hartford Board of Education will be able to continue to make great strides to achieve this universally desirable goal. In essence, under the award the panel majority makes today, the RIF clause in the contract will be “quality blind”, the last hired will be the first laid-off, no other questions asked. This will unquestionably make it less likely that the Hartford public schools will be able to deliver on that American promise.

The Priority Factors

This is a decision of the utmost moment in view of the unrebutted facts concerning the bleak outlook for funding the programs of the Hartford public schools. There is very clearly a financial Tsunami headed for Hartford. Under the, most likely scenario, the Hartford Board faces a \$17 million budget gap for the first year of the contract now in question (11/12). Funding at this level will undoubtedly result in hundreds of layoffs of certified as well as non-certified personnel. The RIF clause being awarded by the panel majority requires that the layoffs be done on a system wide basis, last hired, first fired. Not only will this result in “quality blind “ layoffs, it will result in many teachers being force placed into positions that are not suitable for them and for which they may in fact be unqualified for a number of reasons. They will bump out less senior teachers who are highly qualified and have been highly successful in the positions in

question. The result of this massive bumping will do irreparable harm to the school system and clearly make it less likely that the Hartford Board of Education will be able to continue to make great strides in closing the achievement gap. The Board, for the foreseeable future, will have to do more with less. They will need to retain qualified teachers for all the positions that will continue to be staffed. This will be extremely difficult, if not impossible to do, with a “quality blind” RIF clause.

For all of the reasons that follow, this panel member believes that the panel majority has imperfectly performed its public duty to give priority to the financial capability and the public interest in rendering this award. As a result, a great miscarriage of justice is being perpetrated against the students of the Hartford Public schools.

Although the majority opinion recites many of the dismal facts and statistics concerning the Board’s financial condition, there is no stated finding that this priority factor militates in favor of the Board’s offer, as it should. Clearly, this priority factor favors the offer of the Board.

With regard to the Public Interest priority factor, the discussion of the panel is misplaced and inadequate and fails to demonstrate an understanding of what is at stake in this proceeding. The opinion basically indicates that the Board will do just fine with the personnel who are left on staff after the layoffs take place. By indicating that the transfer procedures will somehow be of assistance in carrying out the mission of the Board it misses the point that the qualified teachers it seeks to retain will be gone, not available for transfer of any type. As with the Financial capability factor, the majority opinion fails to make a finding that the Public interest factor militates in favor of one offer or the other. As is discussed below, it is inconceivable that the panel majority could find that the public interest does not favor the offer of the Board.

When the subordinate factors are viewed in light of the substantial findings that favor the Board's offer under the priority factors, there is nothing in the record that rises to a level sufficient to outweigh the findings of public interest and financial capability that clearly weigh heavily in support of the Board's offer herein.

The Public Interest

Of all the voluminous data in the record that reports and reflects on the turnaround of the Hartford Public schools, now in its third year of progress, nothing elucidates the public interest involved here better than the above referenced book by Laura Pappano (Id.), with a forward by Karin Chenoweth, the senior writer for the Education Trust. The ongoing Hartford school reform is the subject of this comprehensive study. Accordingly, it will be quoted from extensively herein as it articulately makes the point about the public interest at stake in this matter.

Ms. Chenoweth comments in the forward as follows:

“In recent years...it has become crystal clear that schools do have it within their power to help not just a few outstanding kids who happen through the doors of the high-poverty schools but all kids –even unprepossessing children from hapless families.”

*“Careful study has demonstrated that three really good teachers in a row can lift kids way past ordinary learning trajectories; three bad teachers in a row can **devastate the life chances** of children whose families are unable to intervene effectively” Id. Pg. xiv(*emphasis added*)*

“To ensure that we don't waste this moment when the nation as a whole seems to understand the importance of public education, it is crucial to study what is happening in the world of school reform and subject it to a critical eye”

As to her methodology, Ms. Pappano says the following:

“As a journalist, I believe in the power of eyewitness accounts and on-the-ground interviews to convey not just what should be happening but what is happening. For too long, schools in cities like Hartford were supposed to be educating students but weren't. Now they are trying- working

quickly- to change all that. There is a lot of brain power, money and energy tied up in turnaround at this moment. For the sake of [the] kids...in Hartford...let's hope it yields results.” (Id., pg.8)

“...[T]here is for the first time in years, a broad consensus that we must actually dig in , understand why schools fail, and fix or replace them. **There is today a more urgent conversation about educational disparities and a more vocal reminder that access to a quality education is a civil rights issue....[T]here has never been a broader agreement in the belief that the state's obligation is not merely promising a seat in a classroom but promising all students the tools, learning , and experiences that will actually educate them.**(Id. Pg. 10)

Ms. Pappano describes school reform as a “**moral mission**” in the following terms.

*“Steven Adamowski is obviously not the only one to describe the problem of failing schools as a civil rights issue. This idea is at the spiritual heart of reform – and reform not solely from the federal government down but from the grassroots, individual-teacher, nonprofit foundation, entrepreneurial, fix –the –world philanthropy on up. **This is social change in the moment, a cause that is drawing a stunning array of smart and motivated young people into education who in another era might have been lured by investment banks and consulting firms, maybe even cool business start-ups.**”*

....

*“The power of smart people who did not come up through the system thinking about how to help Johnny (grade levels behind in reading and math) not only catch up but also prepare for college and learn the social skills to operate in middle-class America **makes this an extremely compelling moment.**”*

(Id. Pg. 22, emphasis added)

Recent court rulings in Connecticut and California underscore the public interests at stake in this matter. In *Connecticut Coalition for Justice in Education Funding, Inc. v. Rell, et al*, 295 Conn240,990 A.2nd 206 (2010).

Citing the *Sheff* case , the Court states :

“It is by now well established that, under the constitution of Connecticut , the state must “provide a substantially equal educational opportunity to its youth in its free public elementary and secondary schools”...In this **public interest appeal** , we consider whether article eighth, Section 1, of the constitution of Connecticut also guarantees students in our state’s public schools the right to a particular minimum quality of education, namely suitable educational opportunities.... **[W]e conclude that article eighth, Section 1 of the Connecticut constitution guarantees Connecticut’s public school students educational standards and resources suitable to participate in democratic institutions, and to prepare them to attain productive**

employment and otherwise to contribute to the state’s economy, or to progress on to higher education. (emphasis added, citations omitted)

This case was remanded for further proceedings. How the Court’s order will be implemented throughout Connecticut remains to be seen.

The ruling in a similar California case gives a glimpse of the remedies that may be available. In a recent California Superior Court decision a RIF clause was found to have impaired the constitutional rights of students. Far reaching remedies were provided. The ruling and the language of the Court are relevant to weighing the public interests involved in this arbitration proceeding. In *Reed et al v. State of California, et.al.* (May 2010) (Decision attached to Board’s brief) plaintiff students in the Los Angeles public schools alleged violation of their constitutional rights to equal educational opportunity, specifically that the RIF implemented in the school system “devastated the teaching corps(and thus the delivery of education) at Plaintiffs schools...” The RIFs were precipitated by the State’s budget crisis. The Court found that “...the evidence shows there is a distinct relationship between high teacher turnover and the quality of educational opportunities afforded: High teacher turnover devastates educational opportunity. The...Superintendent of Public Instruction has admitted to the debilitating effects of high teacher turnover, for which “students pay dearly” ” (emphasis added)

The defendant Los Angeles schools in this case argued that the teacher layoffs were justified because they followed the seniority system put in place by state law and in the collective bargaining agreement. While there was a state statute in play in this case which varies from the Connecticut situation, the action was nevertheless predicated on basic constitutional rights to a public education as is the case in Connecticut. The Court ruled as follows:

“The Legislature clearly qualified teachers’ interests in seniority-based layoffs to accommodate constitutional equal protection interests. This principle is implicitly incorporated in the CBA. [The School District] could not bargain away students’ constitutional rights. In other words, teachers do not have a vested interest in the application of seniority in a layoff that result in an equal protection violation and a school district does not discretion to violate students’ fundamental right to equal opportunity.” (emphasis added) *will have educational*

The remedy that the Court provided underscores the public interest involved in this arbitration as well. Specifically, the Court states: *“Plaintiffs cannot get a “do over” of lost educational opportunity. [The School District] on the other hand must (at most) reallocate its layoffs; it is only a matter of where to make cuts. The Court is entirely cognizant that these potential layoffs will fall on other teachers, but that is precisely the result ...compelled by the California Constitution.”* (emphasis added).

Neither can the students of the Hartford public schools get a “do over of lost educational opportunity”. The question then becomes whether a RIF clause that is “quality blind “ and bases layoffs strictly on the basis of last hired, first fired, can be said to be in the best interests of the students of the Hartford Public schools. On this point, the most compelling evidence before the panel was placed in the record by the testimony of the Board’s witnesses.

The Board produced Penny MacCormack who is the Chief Academic Officer for the Hartford Public Schools. She testified extensively concerning the nature of the reforms in the district and the extent to which progress has been made, as to the fragile state of that progress and why the

Board is so concerned that the RIF clause currently at issue is so important to the continued progress of the district.

Ms. MacCormack started her employ with the district in July of 2007. Her testimony as to the task at hand for the Hartford Public Schools is as follows:

“...in 06-07 Hartford was the lowest achieving city in our state and, ...there [are] a couple of achievement targets I like to talk about. One is third grade reading. Now, in '07 just one-third of our students in Grade 3 were reading on grade level, and Grade 3 becomes really important because Grade 3 is the year that students need to learn how to read because when you go over to Grade 4, you need to use reading to learn, so it's a big move. ...[S]o moving on to Grade 4... not prepared to do so and really from that point on and there are studies to support this, from that point on in Grade 4 they're generally behind and they fall more and more behind”

Transcript, Vol. 1, pg.104

*“ The other number that was particularly impacting...is we were graduating 29 percent of our students and I think the research out there with regards to life for a high school dropout is pretty significant. ...[A] high school dropout is three times more likely to be unemployed than a high school graduate... [A] **high school dropout is eight times more likely to be in prison than a high school graduate...So we are talking about life-changing events happening for students in Grade 3....”***

Transcript, Vol. 1. Pg.104 (emphasis added)

Another Board witness was Pamela Totten-Alvarado. Ms. Alvarado is the Principal at the Kinsella Magnet School of Performing Arts. She is currently in her eighth year as the Principal at Kinsella. When she commenced work there it was a neighborhood school, tied for the worst performing school in the district. In the last three years (under the reform program) Kinsella has led the district with a 32.3 % increase in the overall school index. When asked how important is the mutuality of the decision between you and a teacher to work in the school culture to the success of the schools mission the answer was “I'd say it's an absolute”.

Further, when asked what were the biggest obstacles or challenges to building on the success of the school going forward she answered as follows : “I think consistency... and that’s both consistency within students and within staff.”

Further , Ms. Alvarado was asked about her opinion based on her experience, as to the RIF clause that allows for forced placements she testified as follows : “***I would say it is not in the best interest of our children. I think that when we look at bumping and forced placement it becomes about the adults and not what’s in the best interest of our students and the programming and whatever is in place for them.***”

And then there was this Q& A :

Q: “And how would you characterize the impact on your program if you lost a large number of your non-tenured teachers as a result of involuntary bumping?”

A. “It would be catastrophic. It would be catastrophic – the areas that the teachers are in both from the classroom and from the arts, it would be- it would have horrendous ramifications.”

Transcript Vol 2. Pgs. 75-105

The Board produced three witnesses all involved with Capital Prep. Two are teachers, Christopher Fulton and Monique Ethier. Their testimony was important for the way in which they demonstrated the unique qualities that they possess that might very well be encompassed in qualifications that the Board could establish for their jobs. Also, the extent to which they are invested in the Capital Prep program, including especially their roles in the advisory program. Both teachers testified concerning their opposition to a quality blind bumping system. Many of the points of their testimony were also covered by the testimony of the Principal of Capital Prep, Dr. Stephen Perry.

Dr. Perry was one of the founders of Capital Prep. He has a doctorate in Educational leadership. He testified at length concerning the rigorous academic nature of the year round program and how successful it has been. Although he has only experienced one forced placement at his school, he has strong views about “quality blind” bumping. Some of his especially pertinent testimony is as follows:

“We had seen what happened in Hartford and we found it disgusting. We felt that children had the right to a quality education and we wanted to be part of the solution... We hire people who want what we want.... We are a social justice school; we don’t believe teachers are interchangeable. We believe they are skilled professionals distinct unto themselves whose capacity to build relationships are what defines ...what happens in the classroom.” Transcript Vol 2. Pg. 137

Both Dr. Perry as well as the teachers testified extensively concerning the importance and the unique nature of the advisory program in which all teachers participate at Capital Prep.

He was specifically asked his view concerning “quality blind seniority”. He answered as follows : *“It’s just that. It’s quality blind. The presumption is that every single one of us here has the same capacity. One of the places where we go wrong is we...come to this notion that I tried really hard...I don’t want someone trying really hard to teach my sons. I want them to be able to teach them.”* Transcript Vol. 2, pg 139

Q. “What about the potential knowing that you could be bumped?”

A. “Completely disrupts all that we do. It’s one thing to be removed when your school is failing... But when you are successful at it, when you have in fact found some of the holy grails of academia and erased the achievement gap, last year one hundred percent, one hundred percent were proficient in writing and 97 are reading. Ninety-seven percent. When a student goes to our school, they perform. When you lose your spot because your school has failed to educate children, to me that’s justice. **We’re fighting for the rights--...the rights that we fight for is the right for a child to education, not [for] a grown person to a job.”**

Transcript, Vol. 2, Pg.144

....

Q. “Do you think if the status quo stays in place, is maintained on this issue from a district wide perspective and based on the fact of [layoffs]...do you think it’s going to keep the district from growing at the rate that it’s grown at and to what level and extent?”

A. “We saw what happened when we did it the other way. We saw that district. That district failed. The state took it over... We have seen what happens with that district. We’ve got another

one now. I think it's going well. I am not pleased with the progress of our school or any school. I think we could get a lot better.... The one in which people were just moved around from place to place based upon years of service, that one. We saw that. We're closing some of those schools and thank God because now children will have access to the type of education that the very teachers are going to want for their own children.

History of Negotiations

Once again, the panel majority recites certain facts with regard to this statutory factor without drawing any conclusion as to how this factor is viewed in light of the priority factor. Perhaps, that is because this factor at best is a toss-up. While the panel majority cites certain aspects of the negotiating history that tend to support the Union's position, it critiques the Union's behavior only in the most euphemistic terms; "[t]he Federation has maintained the existing language as its proposal throughout negotiations on the issue". This must surely be arbitrator speak for stonewalling on the issue.(See Board brief, pgs. 55-61 for a comprehensive review of the negotiating history). Even though the State Board of Education thru the Commissioner of Education requested and urged the Hartford Public Schools and its teachers and administrators to enter into discussions looking toward a consensual resolution of the seniority issues raised by the Hartford Public Schools (see Board Exhibit 8), the Union, so far as the record reflects has never made a proposal or a counter proposal on this subject.

The Pappano study addressed the situation as follows :

" To talk to Andrea Johnson,...president of the Hartford Federation of Teachers, is to hear about a parallel reality in Hartford schools. 'They are good schools, good teachers...[T]here are problems. Is there a major mess and nothing going on? Hardly, hardly... 'I am not too excited because we have not been part of the table seating' she says. "Where is the collaboration?" (emphasis added)

"Getting unions and school districts leaders to be part of the same effort is one of the greatest challenges of the school turnaround movement....[I]ndividual relationships within schools may be more functional than the head-butting at the district level. Still, one barrier is an old-style union stance that defends all teachers as a block, regardless of their performance, At the Roman Betances Elementary School, which was closed at the end of the 2009-2010, some

teachers called in sick repeatedly, a behavior that frustrated other teachers who recognize that children – in this case some of the poorest and neediest in the city – were still showing up to learn....”

Supra, pg. 41

Where is the collaboration indeed? It is nowhere to be found in the history of these negotiations and for this the Union should be faulted. This statutory criterion cannot be said to favor the position of the Union which calls for the preservation of the status quo where the status quo clearly needs to be changed. The Union has been given every opportunity to be part of the solution and has simply refused to participate in the conversation. (See also, Board Exhibit 387, Human Capital in Hartford Public Schools, Rethinking how to Attract, Develop and Retain Effective Teachers , pg.1, wherein it is noted ; “[w]e spoke with central office staff, principals, and teachers to understand how policies play out in practice. **Unfortunately, our access to teachers may have been sharply limited by a union flier suggesting that no teachers cooperate with this study.**” (Emphasis added).

Interests and Welfare of the Employee Group

As to this subordinate factor, the Panel majority does make a finding that the Federation’s offer “better serves the interest and welfare of the employee group”. This conclusion is apparently based on the belief that the Board’s offer is “...*based on potentially subjective or unprioritized criteria and/or inconsistent interpretation of the criteria.*” This conclusion reflects a complete lack of understanding on how the Board’s offer would work in practice and how it in fact ultimately protects the interests of the employee group. The majority opinion acknowledges that the law provides that the Board of Education may make additional qualifications to those

prescribed by the State Board of Education. While it is well established that it is a management prerogative to make such qualifications unilaterally, the Board has nevertheless submitted its proposed definition of “qualifications” to this panel. The Union has made no such offer.

Clearly, “certification” does not equal “qualification” and yet the majority opinion makes no mention of the fact that the employer’s decision to deem a tenured employee to be not qualified is subject to the teacher’s right to a Section 10-151 due process hearing in which an impartial panel determines that very question. In this regard, the teacher seeking a 10-151 hearing does not need to show they are the most qualified or even highly qualified, only qualified. In fact, the burden will be on the Board to show that they are not qualified. Thus, any tenured teacher who is “deemed unqualified” by the employer has a full right of review and independent determination of the question. This places a great burden on the employer to get it right. It is highly unlikely that qualified tenured teachers will be thrown to the curb, as the panel majority appears to believe, if the Board’s offer were to be awarded.

Finally on this subordinate standard, the teacher bargaining unit is not a monolithic block of employees with the same interests and welfare to be considered. We have heard specifically from two teachers who came forward to testify why they did not believe the maintenance of the status quo offer of the Union was in their best interests and the interests of the students whom they teach.

“Teachers who are working hard and performing well don’t want to be lumped with those who are slacking – and unions don’t differentiate. Pappano, Supra, pg.41

In short, there are many teachers in the Hartford school system that would gladly have their job status determined on merit as opposed to a “quality blind” seniority system. This panel has no way of knowing which group of employees is currently in the majority.

The existing conditions of employment of the employee group and those of similar groups and conditions of employment prevailing in the labor market.

This is a subordinate factor. The panel must give priority to the public interest and the financial capability. In common parlance that means that the panel must give more weight to the evidence that militates in favor of the public interest and the financial situation of the employer. The Panel majority points to an article by Arbitrator Larry Foy in which he critiqued another arbitrator for awarding a domestic partnership benefit that was then considered a “frontier breaking substantial change”. Needless to say, since the time that those benefits were awarded to State employees, there has been a sea change with regard to the prevalence of such benefits. In fact, they are no longer necessary since the social battle for domestic partnership benefits led to the legalization of same sex marriages in Connecticut. So, a ruling by an arbitrator that seemed, according to Mr. Foy, to be wrong at the time, turned out to be right.

Notwithstanding the fact that the exact proposal being made by the Board in its offer is unique, there are many other contracts in evidence that do not base their RIF clauses on strict seniority as does the status quo offer of the Union.

A review of all the contracts in evidence (Union & Board exhibits) reveals that of the 40 jurisdictions deemed relevant by one side or the other, only 11 appear to have RIF clauses

strictly based on seniority. The other 29 vary widely and take into account different factors.

Consider some of the following features in other contracts:

- **Bloomfield** – Tenured teachers to bump must be able to perform the duties of non-tenured teachers
- **East Granby** - Seniority is the prime factor but other factors are considered including “qualifications and ability”
- **East Windsor** – Criteria are applied in the discretion of the Board including “overall performance and ability”
- **Enfield**- Seniority prevails except where a teacher exhibits broad superiority in skill and ability.
- **Region 10**- various criteria including qualifications and ability and states that the Board **may develop additional criteria based on the needs of the school system.**
- **Wethersfield** – includes “**technical fitness for specific assignment and the “specific needs of the school system”**”
- **CREC** – **program seniority.** (See Board brief pgs. 64-69)
- **Region 8**- criteria includes “**best interests of the school system”**
- **Danbury** – length of service is one of several criteria including “needs of the system and specifically states the Board may consider “**additional criteria based on the needs of the school system as determined by the Board.**”
- **Greenwich** – Seniority is listed last after “**general competence, instructional skills, skills considered vital to the needs of the system”**
- **Norwalk** – utilizes building seniority and departmental seniority

Many of the above contracts provide the type of latitude the Hartford Board seeks in making determinations about which employees to retain in the face of layoffs. Some are less defined than the Hartford proposal and indeed allow for the exercise of much more discretion than does the instant Hartford proposal. The equalizer for all is that every tenured employee has access to a 10-151 termination hearing.

Accordingly, reliance by the panel majority on the Foy article is misplaced. The type of proposal sought by the Board here is not really ground breaking, it is just different. The difference is driven by the unique needs of the Hartford Public schools to preserve the progress of its portfolio schools. Preservation of this progress is fully supported by the priority factor of

the public interest as has been previously discussed herein and fully demonstrated by the record as a whole in this case.

Summary

The panel majority in its opinion has identified a “Preliminary Issue: Consistency with State Law”. There is no such issue in this case and if there was, the Panel majority has not purported to rule on it. At the time of the hearing the Union specifically waived any arbitrability challenge. The panel is charged with the responsibility of deciding the single issue in this case by applying the statutory standards to the evidence in this case. As a result of the award in this case, there may be further litigation to determine some of the legal questions that arise from this decision. Specifically, as discussed herein, this case represents the spearhead of a social movement. There are many legal rights yet to be determined in the courts and the legislatures of this country.

What is most clear to this panel member is that the Stephen Perrys, the Pamela Totten-Alvarados, the Penny MacCormacks the Christopher Fultons and the Monique Ethiers of this world will not be defeated. It is clear that as a society we cannot and will no longer tolerate failing schools. As Bob Dylan once wrote; *“The times they are a changing”*.

For all of the foregoing reasons, I believe the last best offer of the Hartford Board of Education should be awarded.

John M. Romanow

**AGREED LANGUAGE DOCUMENT FOR A SUCCESSOR TO
THE:**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

HARTFORD BOARD OF EDUCATION

AND

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

JULY 1, 2011 - JUNE 30, 2014

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AGREEMENT made and entered into by and between the

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

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

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

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

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

ARTICLE I - UNION RECOGNITION

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

C. DSAP Holders

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

1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
2. The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
3. DSAP holders shall have no bumping rights or recall rights under this Agreement. Reduction in force and recall provisions shall not apply to such DSAP holders.
4. A DSAP holder shall have no rights related to assignments, transfers and opportunities. DSAP holders may be assigned as needed in the district in the Board's sole discretion. A DSAP holder shall have no right to file and/or pursue a grievance with respect to such issues.

ARTICLE II - BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Hartford in all its aspects, including but not limited to the following: to take all actions necessary to implement the provisions of the Strategic Plan and the 48 Recommendations of the Connecticut Commissioner of Education; to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Hartford; to give the children of Hartford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers, to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend money appropriated by the City for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be

exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A complaint by an employee, a group of employees similarly situated or affected, or by the Union that there has been a misinterpretation, misapplication or violation of the specific provisions of this Agreement.
2. "Work days," for purposes of this Article, shall mean any day that the district (Central Office) is open.

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

B. Procedure

Grievances shall be processed in the following manner:

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

Nothing in this provision shall prohibit a bargaining unit member from informally discussing his/her problem with the involved supervisor, prior to filing a grievance. However, the time limits for filing the initial grievance may only be waived or extended by written agreement between the Chief Labor and Legal Services Officer (or specified designee) and the Union 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 (or his/her designee) by providing the Chief Labor and Legal Services Officer (or his/her designee) with a copy of such grievance and requesting a meeting in writing, within ten (10) work days of the decision of the Supervisor at Step 1. The 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 (or his/her designee). The Chief Labor and Legal Services Officer (or his/her designee) shall have ten (10) work days after holding the meeting to issue a written decision. A copy of the decision shall be provided to both the Grievant, if a Grievant was present at the meeting, and the Union.

Step 3: In the event that the grievance is not settled at Step 1 or Step 2, then the Union may seek arbitration of the grievance. No bargaining unit member may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder. The Union's request for arbitration shall be in writing and must be filed with the applicable arbitration agency with a copy to the Chief Labor and Legal Services Officer within ten (10) work days after the receipt of the 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. All grievances filed for arbitration shall be submitted to the American Arbitration Association.

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

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

C. General Provisions:

1. The specific provision(s) of the Agreement which have been alleged to have been violated in the matter must again be identified in the submission.
2. The parties shall share equally in the general cost of the arbitration, including the arbitrator's fee, but shall be responsible for bearing their own respective costs associated with the arbitration process. If a postponement is necessary for one party, that party must pay the postponement fee. If the parties mutually agree to a postponement, they shall share equally the costs of any such fee.
3. Any grievance, as defined above, not presented for disposition through the grievance procedure described under "Procedure" above within twenty (20) work days of the time when either the Grievant knew or reasonably should have known of the conditions giving rise thereto, shall not thereafter be considered a grievance under this Agreement.
4. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered a withdrawal of the grievance. Failure at any step to appeal if no decision was rendered shall also be considered a withdrawal of the grievance. The time limits specified at any step after Step 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 Union.

5. Grievances arising from the action of an official other than the immediate supervisor shall be filed with the involved administrator.
6. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Such meetings shall be scheduled to avoid interference with instruction of students. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. The grievant or grievants shall be excused one (1) hour prior to commencement of the proceeding, and witnesses shall be excused thirty (30) minutes prior to commencement of the hearing. Persons proper to be present for the purposes of this section are defined as an aggrieved teacher or teachers, their appropriate Union representatives, and qualified witnesses.
7. The Union will be notified, in advance, of the time and location of grievance meetings held by the Chief Labor and Legal Services Officer.
8. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of any bargaining unit member or group of members at any step of this procedure.
9.
 - a. A Union representative shall be permitted to investigate and process grievances when otherwise free from teaching or duty assignments. In no case shall the Union Representative interfere with normal classroom procedures of others.
 - b. In schools where there is no Union representative, a teacher shall be appointed by the Union as building representative. The President of the Union shall notify the principal and teachers of the building of the name of the appointee.
10.
 - a. The Board shall permit the President of the Union or the President's designated representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to terms and conditions of this Agreement.
 - b. Permission to visit schools shall not be unduly withheld. If conferences with teachers or other bargaining unit members are necessary, they shall be scheduled so as not to interfere with the duties and responsibilities of the teacher.

D. No Work Stoppage

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

ARTICLE IV - POLICY AND ADMINISTRATIVE MANUAL

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

ARTICLE V - SALARIES

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

Current Salary Schedule

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

Grandfathered Salary Schedule

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

D. Initial Salary Placement

The initial salary of a teacher is the minimum of the salary class for which the teacher is professionally qualified. Higher placement may be approved by the Superintendent or the Superintendent's designee in his/her discretion. The following is a guideline for the provision of additional credit to teachers new to the district:

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

E. Upgrades

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

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

F. Workers' Compensation

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

ARTICLE VI - FRINGE BENEFITS

A. Health Insurance

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

1. Employees may choose from the following health insurance plans:

The Hartford Board of Education Modified PPO Plan For Certified Teachers, with the changes noted below:

Participating employees shall contribute the following percentages toward the annual premium or fully insured premium equivalent costs for individual or family coverage:

2011-2012	15%
2012-2013	16%
2013-2014	17%

B. Health Savings Account (“HSA”)

Should the Board make available an HSA plan, participating employees shall contribute the following percentages toward the annual premium or fully insured premium equivalent costs for individual or family coverage:

2011-2014:	11%
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Employee payroll deductions shall be made in accordance with the Board’s Section 125 Premium Conversion Plan.

2. Employees enrolled in the Board’s PPO Plan For Certified Teachers are eligible for the Board’s managed three-tier drug rider as follows:

\$10 generic
\$25 formulary brand
\$40 non-formulary brand

Mail Order - 2X co-payments for a 90-day supply.

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

Members who retired after June 30, 1999 and before July 1, 2002, who were in the health insurance plan before July 1, 2002, and who received retirement

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

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

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

B. Alternative Health Insurance Plans

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

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

C. Life Insurance

The Board further agrees to extend without cost life insurance (the amount thereof to be one and one-half times the individual's annual salary) to include unit members who are

assigned on or before December 1 in any year for a teaching position. After retirement, the amount of said life insurance coverage may be converted at a level not less than 50% of its face value at the time of retirement, at the retiree's own expense.

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

D. Sick Leave

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

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

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

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

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

E. Sick Leave Bank

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

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

F. Longevity

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

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

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

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

G. Severance Pay

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

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

rate of one day's pay at the employee's current daily rate times the product of the total unused accumulated sick days multiplied by a factor of 30%. The daily rate would be determined by dividing the teacher's annual salary by 180.

3. In order to receive severance pay on the date of retirement or the first payroll date thereafter, employees who plan to retire from April 1 through June 30 of any year must give at least 180 calendar days' prior notice of their definite intention to retire. Employees who plan to retire at any other time of the year must give at least ninety (90) calendar days' notice. These notice requirements shall not be applicable to employees who die or become physically disabled in such a way as to force their retirement. In the event that an employee, subject to these notice requirements, fails to comply with said notice requirements, severance pay shall be paid within 180 days after the day of notice of retirement.
4. An eligible teacher who terminates or whose employment is terminated for any reason other than death or retirement shall have no right to compensation for unused sick leave.

H. Part-time Teachers' Benefits

1. Insurance.

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

2. Course Payments.

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

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

I. Insurance Coverage While On Leave

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

ARTICLE VII - FAIR PRACTICES

- A. The Board agrees not to unlawfully discriminate in the application of the terms of this contract against any teacher 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.
- B. The Union agrees not to unlawfully discriminate in the application of the terms of this contract against any teacher 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.
- C. The Board and the Union agree that they shall not discriminate, engage in reprisals or punitive action against any grievant or member of the bargaining unit for his/her participation in or nonparticipation in any protected activity as set forth in Connecticut General Statutes, Sections 10-153a through 10-153r.
- D. The provisions of paragraphs A, B and C above reflect the parties' understanding of their legal obligations. Any alleged violation of this paragraph shall be subject to resolution procedures established by law and shall not be subject to the grievance procedure.
- E. Discipline
 - 1. No member shall receive a written reprimand copied to the personnel file, or be suspended without pay except for just cause.
 - 2. All suspensions must be in writing to the employee with the reason for the disciplinary action stated. Notification shall be given to the Union.
 - 3. The remedies set forth in Conn. Gen. Stat. Sec. 10-151 shall be the exclusive remedy for the termination or non-renewal of the contract of any teacher. Any request for a hearing concerning non-renewal or termination of contract must be requested within twenty days of receipt of notification, or otherwise as set forth in any amendment of Connecticut General Statutes Section 10-151.

ARTICLE VIII - OPPORTUNITIES AND ASSIGNMENTS

- A. Definitions
 - 1. An "assignment" is the placement of a member of the bargaining unit within the same school or, for teachers whose assignment is program based, within the same program.

2. A "transfer" is a change in school building placement or, for teachers whose assignment is program based, in a program on either a voluntary or involuntary basis.

B. Assignment

1. The assignment of a bargaining unit member is the responsibility of the Superintendent or his/her designee, e.g. school or program administrator.
2.
 - a. Teachers shall be given an opportunity to fill out preference sheets indicating three preferences in order of priority grade level on or about February 1, with the understanding that such preference requests shall be taken into consideration in making assignments for the ensuing year.
 - b. All teachers will be given their teaching assignments, but not necessarily the actual period-by-period breakdown, no later than June 15 except, however, that such assignments may be changed hereafter because of conditions or contingencies beyond the control of the Board.
3. A copy of teaching schedules, including non-teaching assignments, shall be available at each school. All non-teaching duties and emergency assignments within a school are to be shared among the bargaining unit members on an equitable basis, subject to the requirements of the situation.
4. Positions filled by assignment of an individual from the same school/program shall not be subject to the posting requirement. The position within the building/program ultimately left vacant will be subject to the normal posting procedure.

C. Transfers, Voluntary

1. All known or anticipated vacancies for the subsequent school year shall be posted on or about March 15 of each year. Tenured bargaining unit members shall complete an application for transfer to any posted position or to a particular school whether or not a specific opening exists at that school at the time of the posting before the posting closes.
2. The application for transfer shall include up to two openings or desired locations for which the bargaining unit member wishes to be considered.
3. Positions filled on or before the first day of the student school year shall not be subject to annual posting procedures. That is, such positions need not be posted if the vacancy becomes known to the Board and is filled after the Annual Posting is finalized and on or before the first day of the student school year. Further, the Parties agree that there is no requirement to post any position that becomes vacant as a result of a bargaining unit member being selected for a position as a result of an application made through the annual posting process to a generalized position or a school location. Additionally, a position, which becomes vacant because a member was selected for a position as a result of the Annual Posting, may be filled directly with an outside applicant without regard

to any applicants for generalized positions or school locations from the Annual Posting (e.g. if teacher x, a third grade teacher, applies for "any second grade position" as part of the Annual Posting and a second grade position becomes available during the summer and is selected, the third grade position which becomes vacant during the summer will not be posted and may be filled directly by an outside candidate.).

4. If a tenured teacher applies to a school even without a specific vacancy listed or applies to a desired location/generalized position (e.g. "any elementary position" or "any social studies position"), the Principal is not obligated to conduct an interview but may do so, at his/her sole discretion.
5. If the bargaining unit member applies to a desired location/generalized position, for example, "all second grade positions," this "location" would not include any specific openings listed on the Annual Posting. If for example, a Dwight second grade opening is listed, the member must specifically apply for such position; stating "all second grade positions" would not be considered as an application for the specific opening listed, e.g. the Dwight position.
6. If the applicant, who applied to a school location without vacancies identified or to a generalized position (e.g. "all social studies positions"), decides to withdraw, he/she must inform the Human Resources Department in writing prior to 4:00 p.m. on June 30th of each year. If an applicant fails to withdraw before the time specified above, and is selected, he/she must report to the new assignment at the beginning of the school year.
7. A teacher, who previously applied for a desired location/generalized position, must provide to the Director of Human Resources, in writing, his/her contact information for the summer, including telephone number and email address before the last day of school. Failure to provide such documentation shall mean the member has waived his/her rights to be considered for any positions.
8. A teacher who has applied for a category of positions (generalized position) or to a school location shall be considered for positions if such vacancy occurs over the summer. If he/she is not available to interview when emailed, he/she shall waive his/her rights to all positions. Prior to August 1, a failure to respond to a telephone call or email within 5 calendar days shall be viewed as a waiver of all rights to all positions. On or after August 1, a failure to respond within two business days shall be deemed a waiver of all rights to all positions. If a member refuses an interview or fails to appear for an interview, he/she shall waive his/her rights to all positions for which he/she applied.
9. Where a position is filled by a bargaining unit member after the close of the standard Annual Posting Process as a result of a member applying for a generalized position or applying to a school location, the Union agrees that it will not file any grievances related to the selection of one bargaining unit member over another bargaining unit member.
10. In filling vacancies, the administrator shall select the most qualified applicant. In determining qualifications, the Superintendent or his/her designee, shall consider the following:

- a. Certification required for the position
- b. Experience: Demonstrated experience in relevant elementary positions or subject area experience for secondary positions.
- c. Educational Background: Graduate courses and advanced degrees in the grade level or subject area directly related to the posted position.
- d. Specialized training relevant to the position.

Upon the request of the Union, decisions as to qualifications for a position shall be subject to review by the Superintendent or his/her designee, which decision shall not be arbitrary or capricious.

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

D. Transfers, Involuntary

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

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

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

- 2. A teacher may be involuntarily transferred from a school because of performance concerns if the teacher has received a rating of needs improvement, unsatisfactory, or is on intervention during a particular school year. In such cases, teachers may be granted, at the Superintendent's discretion, an administrative transfer to another location. Employees transferred

involuntarily because of performance concerns shall have the right to apply for vacancies that may arise in the school from which they were transferred under the provisions of Article VIII C above, provided that the employee is tenured. The decisions of the Superintendent under this section are shall be final and not subject to the grievance procedure.

3. Involuntary transfers shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified of the reasons for the transfer. To the extent possible, teachers shall receive written notice of transfers to be effective at the beginning of the next school year prior to June 15. During the summer, teachers shall be notified in writing by regular and certified mail at the address on file with the Board of any involuntary transfers and the reasons therefor. The teacher may request consultation with the decision maker within two (2) days of receipt of the notice and the reasons for the transfer.
4. Notwithstanding the foregoing, the transfer of teachers to and from a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall be determined by the Superintendent or his or her designee, and shall not be subject to the grievance procedure. Involuntary transfers into or out of a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified that the involuntary transfer is being implemented in connection with an applicable state or federal law.
 - a. The Superintendent shall select teachers to be transferred out of a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution). The sole criterion shall be whether the transfer is in the best interest of the Hartford Public Schools.
 - b. Prior to involuntarily transferring any teacher into a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), the Superintendent may choose either of the following options:
 - i) Select one or more of the fifty (50) Master Teachers within the bargaining unit that were previously designated by the Board. Bargaining unit members and new hires who apply and are accepted for these Master Teacher positions will have no specific assignment at any school site and will accept temporary assignments throughout the district at the direction of the superintendent or his or her designee. Postings for these positions shall clearly state their itinerant nature, that those selected shall act as troubleshooters for the system, that they will

likely be asked to work in priority schools and other challenging and critical situations, that the elite nature of these positions requires proven success as an educator and finally that those selected for these positions will be making a three year commitment during which they are waiving their rights under the voluntary transfer provisions of this agreement. The Board and the Union recognize that the skills, flexibility and expertise demanded of these positions may require additional compensation. The Board, at its discretion, may choose either the leadership stipend, the extended day stipend, the extended year stipend or any combination thereof depending on the Board's need to attract applicants to these positions.

OR

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

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

E. Layoff and Recall

OPEN ISSUE

F. Board-Created Opportunities

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

positions. The time for filing a grievance will be within ten calendar days from the time the notification is sent to the Union.

ARTICLE IX - NOTICES AND ANNOUNCEMENTS

A. Circulars

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

B. Notices to Union

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

ARTICLE X - CLASS SIZE LIMITATIONS

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

1.
 - a. No regular academic elementary class in grades pre-kindergarten through 2 shall exceed 23 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
 - b. No regular academic class in grades 3 through 6 shall exceed 27 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
 - c. No regular academic class in grades 7 through 12 shall exceed 28 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
 - d. Recognizing the value to special education students, it will be expected that special education classes will not normally be doubled up in art, music, physical education or other areas of special instruction.
 - e. The class size limitations listed above shall be increased by 5 students for regular academic classes that are co-taught. Co-taught shall be defined for the purposes of this Article as a class comprised of both special education and regular education students and taught by both a special education teacher and a regular education teacher.
2. Class sizes and excesses shall be determined on the basis of class roster(s), except in cases where it is reasonable to adjust the number of students on the roster downward. Examples of appropriate reasons to adjust the number of students on the roster downward include, but are not limited to, the following: a student who is rostered in more than one classroom or school; a student who is known to have moved from the school; a student who is on a long-term absence due to illness, incarceration, or for any

other reason; or a student who has been removed from the class and is awaiting placement elsewhere.

3. On or before October 14th, but no earlier than September 20th, each teacher who believes his or her class(es) are in excess of the limitations set forth above, or as contained in the Special Education Class Size Guidelines contained in Appendix C, must initiate the formal process and submit his or her claim of an excess in writing to the Chief Talent Officer. Such written claim must include the following information: (1) the name of the teacher; (2) the name of the school; (3) the grade level or classes (including whether or not the class is co-taught); (4) the number of students enrolled in the affected class; (5) the date that number was enrolled; and, (6) a copy of the attendance sheet for that date. The Director must receive all written claims of excesses by October 14th. Any claim of an excess arising prior to October 14th and not submitted in writing to the Chief Talent Officer by October 14th shall be deemed waived by the teacher and shall not be subject to the grievance procedure. Nothing in this paragraph shall prohibit a teacher from communicating with his/her principal regarding class size issues prior to September 20th.

If a teacher believes his or her class(es) are in excess of the limitations set forth above, or as contained in the Special Education Class Size Guidelines contained in Appendix C, for the first time after October 14th in any school year, he or she must submit his or her claim of an excess in writing as described above to the Chief Talent Officer within fifteen (15) days of the first day of the excess. Any claim of an excess arising for the first time after October 14th and not submitted in writing to the Chief Talent Officer within fifteen (15) days of the first day of the excess shall be deemed waived and shall not be subject to the grievance procedure.

4. The determination of appropriate class size shall be on or before October 21, at all school levels. The parties shall also continue ongoing review of class size issues throughout the school year.
5. On or before October 15, in each school year, the Board shall present a proposal to resolve all claimed class size issues to the Union. Such recommendations shall be consistent with the following:
 - a. The Board agrees that the special education class size guidelines in effect as of the effective date of this Agreement, shall be not increased during the life of this Agreement without prior negotiations with the Union and are subject to the grievance procedures of this Agreement up to the Superintendent level.
 - b. The parties agree that these guidelines are intended to insure an orderly procedure for a return to compliance from temporary excesses in class size limitations.
6. If the Board does not provide any support by October 22nd, in the case of an excess claim filed in writing to the Chief Talent Officer on or before October 14th, or within twenty school days of the filing of written notice with the Chief Talent Officer, in the case of an excess claim filed after October 14th, the Board shall provide the affected teacher the following remedy:

In instances where class size exceeds the limitations outlined above,

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

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

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

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

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

If no resolution is provided or if such resolution is not deemed satisfactory by the member/ Union, the member/Union may pursue the matter in writing, addressing the specific claim and requested remedy for each impacted teacher. Such written claim must be received by the Superintendent or his/her designee within five school days of October 22nd or within five days of the Board's deadline to respond, if such claim is made for the first time after October 14th.

7. The Superintendent shall render his/her decision within ten (10) days of receipt of such claim.
8. If the matter is not settled satisfactorily by the Superintendent or his/her designee, the Union may within ten (10) days of receipt of the Superintendent's decision, submit the matter to the American Arbitration Association for final and binding arbitration utilizing the AAA expedited arbitration rules, practices and procedures.

In August of each year, the parties shall begin the arbitration selection process. The selected arbitrator shall make available five (5) days for hearings during the last two weeks of November. The hearings shall be held according to the rules and regulations of expedited arbitration.

The resulting remedy, if any, shall address the problems encountered as a result of combination and/or oversized classes. The arbitrator shall have full authority to fashion an appropriate remedy.

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

ARTICLE XI - EXTRACURRICULAR ACTIVITIES

- A. Assignments to paid extracurricular activities shall be voluntary. In the event that no volunteers are forthcoming for a given extracurricular activity for which there is a provision for payment in Appendix B annexed to this Agreement, a teacher may be appointed by his/her immediate supervisor, provided that no teacher may be required to accept such appointment in two (2) successive years.
- B. Vacancies in such assignments for which compensation is provided shall be posted for a period of ten days as they become available. The posting shall include the qualifications required and the qualifications preferred for the position. Where the posted extracurricular activity is limited to one school, then the activity may be posted with preference to unit members within the school.
- C. Members of the bargaining unit shall have preference for all such positions, provided that they are qualified. Appointments to extracurricular positions (with the exception of mandatory assignments made in accordance with Section A above) shall be for a two year term., during which the teacher may be removed only for just cause. At the end of the term, the position shall be reposted and shall be open to all candidates, including the incumbent.
- D. Any teacher involved in athletic coaching shall not be scheduled for detention time which will conflict with that activity. However, excused time for this activity will be made up after the activity is completed.
- E. It is understood that if an employee is expected to conduct activities within the school building after the normal school hours, a custodian shall be required to be in the building until the activity is concluded and such employee has left the premises.

ARTICLE XII - MISCELLANEOUS

A. Representation

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

B. Substitutes

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

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

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

- a. At no time will head teachers or media coordinators be used for coverage except for emergency or short-term assignments as for a homeroom period.
 - b. Counselors and other special service personnel (social workers, psychological examiners, special education resource teachers, TESOL teachers, librarians) may also be used in emergency situations for class coverage.
 - c. The exempt teachers noted above shall be used only after each staff member in a particular period has gone through four rotations and no volunteers are available. The exempt teachers, if utilized, shall be utilized on an equitable basis.
2. Whenever a high school class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at anytime. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period more than once in any semester, he/she shall receive the emergency coverage compensation rate listed in Appendix D of this Agreement for each such class period covered commencing with the second such period in a given semester.
 3. A per diem substitute is one who is employed on a day-to-day basis because there is no regularly appointed teacher for such duties, and as such is not a member of the bargaining unit. A per diem substitute shall become a temporary teacher subject to the applicable provisions of this Agreement when such person works in the same position for forty (40) consecutive school days.
 4. Temporary Teacher

- a. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is replacing a teacher for more than forty (40) consecutive school days on an approved or authorized leave of absence.
- b. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is filling a position for more than forty (40) consecutive school days for which a permanent teacher has not been appointed.
- c. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is filling a position for more than forty (40) consecutive school days due to the resignation, retirement or termination of a regularly appointed teacher prior to the end of the academic year to which he/she was appointed.

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

All other teachers shall be regularly appointed teachers.

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

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

A teacher who is on layoff who is recalled to a temporary teacher opening shall be considered regularly appointed and shall retain whatever rights to be placed in a permanent full-time position as he/she had while on layoff and shall attain no greater rights as to recall because of appointment to the temporary position.

C. Preparation Periods for Teachers

1. While the student schedule in effect at the high schools for the 2001-02 school year remains in effect, all high school teachers will normally teach five class periods per day and be scheduled for two periods per day for educational purposes, one which shall be for assigned duties, and one of which shall be for preparation. Whenever a class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at any time. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency

need for coverage and a teacher is required to provide class coverage during his/her preparation period more than once in a semester, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period after the first such occurrence in each semester. If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.

2. While the student schedule in effect at the middle schools for the 2001-02 school year remains in effect, teachers at the Middle School level and seventh and eighth grade teachers in K-8 schools shall teach five periods and shall have a minimum of one preparation period per day, and where additional special subject areas are offered, one duty period per day. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period. If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.
3. Volunteers from the bargaining unit shall be sought to perform detention duty. If there are no volunteers, teachers may be assigned this duty by the principal on a rotating basis, provided that no teacher will be assigned such duty more than five (5) days per year, and provided further that at least two weeks' advance notice of the assignment will be given. Any teacher sought by the Administration to perform detention duty beyond the scheduled workday (including any additional required work time), as discussed above, shall be paid at the Extra Pay for Extra Duty rate.
4. All teachers teaching at pre-k through sixth, shall have a minimum of 225 minutes per full week for preparation time on a monthly average. If classes do not meet for a full five day week, the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day. The school principal may, in his/her sole discretion, direct the teacher's activities for non-instructional time in excess of the minimum set forth above. Further, up to 45 minutes of the 225 each week on a monthly average may be Administration directed preparation time at the discretion of the Administration.
5. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle school or the high schools, all teachers at those locations shall have a minimum of 225 minutes per full week for preparation time on a monthly average. If classes do not meet for a full five day week, the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day. The school principal may, in his/her sole discretion, direct the teacher's activities for non-instructional time in excess of the minimum set forth above.

For example, non-traditional duties include but are not limited to student advising, enrichment periods, common planning time, etc. Additionally, such teachers shall not be required to perform more than 225 minutes per full week on a monthly average of traditional duties, specifically study hall, cafeteria, late student arrival, and/or hall.

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

D. Leadership Positions

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

E. Duty Free Lunch

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

F. Reimbursement for Losses

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

G. Parking Facilities

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

H. Professional Improvement/Tuition Reimbursement

The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. Teachers who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to \$300 per credit, up to a maximum of six (6) credits per year. Additionally, upon written request by the teacher, the Chief Talent Officer may reimburse for a course or course of study in an area of shortage or need of qualified teachers up to the full amount of tuition if the teacher agrees, by way of written agreement, to maintain employment in the District for up to

three (3) years after completion of the coursework or to repay the tuition reimbursement received should the teacher not maintain said duration of employment. The Chief Talent Officer's decision shall not be subject to the grievance and arbitration provision of the Agreement. Courses shall be eligible for reimbursement only during the school year in which the teacher took the course(s). Teachers must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this article, successful completion means, at a minimum, receipt of a B or a Pass for the completed course work.

I. Familiarizing Teachers Concerning Pupils with Special Problems

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

J. Collections from Students

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

K. Professional Study Days

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

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

L. Student Teachers

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

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

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

M. Teachers' Lounge

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

N. Buildings with No Cafeteria

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

O. Instructional Staff Work Year/Workday

1. Teacher Workday

a. Effective July 1, 2011, the workday shall be 7 hours and 15 minutes. Effective July 1, 2012, the workday shall be 7 hours and 20 minutes. Effective July 1, 2013, the workday shall be 7 hours and 30 minutes. In grades 9-12 teachers are required to remain through the eighth period (45 minutes after the school day ends) on one day per week, other than Tuesday. In addition to the time set forth above, seventh through twelfth grade teachers in schools shall be required to attend up to two additional forty-five minute meetings per month, scheduled by the principal on a given day of the week for the year, for the purpose of group, team, and/or grade level meetings and/or any other committees on which teachers serve. The type of meeting shall be determined by the Administration, but must not be an additional faculty meeting. Pre-K through sixth grade teachers shall be required to attend up to one additional forty-five minute meeting per month, scheduled by the principal on a given day of the week for the year, for the purpose of group, team, and/or grade level meetings and/or any other committees on which teachers serve. The type of meeting shall be determined by the Administration, but must not be an additional faculty meeting.

b. The work day for professional personnel assigned to the Psychological, Speech and Hearing and Social Work Departments shall be from 8:30 a.m. to 4:00 p.m. each day, or the work day of teachers in the buildings to which they are assigned.

2. Teacher Work Year

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

3. School/Home Communication

a. Teachers at all levels shall be required to attend 1 mandatory evening Open House activity each year. In addition, teachers shall be required to attend 3 evening parent-teacher conferences that will convene from 5 p.m. to 7 p.m.

b. The Board may schedule parent-teacher conferences at all levels. There shall be 3 early release days scheduled each year on the day immediately following the evening parent-teacher conferences referenced above. The schedule on such days shall be two (2) hours early release and an additional two (2) hours after the normal dismissal time, and teachers are required to remain on site during all such scheduled conferences.

c. If the Board, in its sole discretion, increases the overall time commitment set forth above, it shall pay affected teachers at their pro-rata rate.

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

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

6. Notwithstanding any provision of the Agreement to the contrary, the Superintendent or his/her designee may increase in writing the school day and/or school year in a designated school on a yearly basis and in such event all teachers in such designated school shall have his/her pay increased on a pro-rata basis. To calculate the increase, effective July 1, 2011, 1,355.8 hours shall be subtracted from the new hours for the year and divided by 1,355.8 hours. Effective July 1, 2012, to calculate the increase, 1,371.3 hours shall be subtracted from the new hours for the year and divided by 1,371.3 hours. Effective July 1, 2013, to calculate the increase, 1402.5 hours shall be subtracted from the new hours for the year and divided by 1402.5 hours. In 2011-12 and 2012-13, an eight hour day will be paid at a 8% differential, not by the above described formula.

P. Assembly Coverage by Special Teacher

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

Q. Save Harmless Policy

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

R. Faculty Meetings

1. Notice of faculty meetings shall be posted by noon on the school day before the day of the meeting except in emergencies. No teacher shall be required to attend more than two full faculty meetings per month unless the person calling the same shall file, prior thereto, a written statement with the Superintendent

(and a copy with the Union School Committee) setting forth the need for such additional meetings.

2. In no event shall faculty meetings extend more than sixty (60) minutes beyond the normal time for teachers to leave school.

S. Discipline

Nothing in this section shall be construed to require the Board or the Administration to violate the provisions of the Family Educational Rights and Privacy Act ("FERPA").

1. It is understood and agreed by the Board and Union that the discipline of students is the joint responsibility of both the teachers and the administrators.
2. The Board and the Union agree at the opening of each school year to establish a joint School Discipline Committee to provide a continuing study of discipline and the School Discipline Handbook within the school and to make recommendations for their improvement.
 - a. Copies of the School Discipline Handbook shall be made available to the teachers. Said School Discipline Handbook shall contain the Board's then current complete discipline policy.
 - b. Upon request, the committee shall be entitled to receive on a quarterly basis a report that includes the following:
 - i. To the extent such statistics and/or records are kept, the number of students referred to school administration for discipline;
 - ii. To the extent such statistics and/or records are kept, types of offenses for which students are referred;
 - iii. Number of cases in which the student is either suspended or expelled;
 - iv. Type and length of sanction.
3. The School Discipline Committee shall include the principal (or designee) and at least three teachers selected by the Union School Committee.
4. The teacher is entitled to know the outcome of the disciplinary action taken by the principal (or designee) in any case where such teacher has filed a written statement of the offense and full information on disposition of the case will be made available to the referring teacher on request.
5. Teachers receiving students from long-term suspension, full-time placement outside of the system, or incarceration shall be given notification of the student's return and necessary information, within any applicable legal limitations, regarding the student's situation and subsequent interventions in order to allow the teacher to appropriately service the student.

6. So as to avoid potential FERPA violations, Sections 4 and 5 are not subject to the grievance procedure.

T. Teacher Evaluations

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

U. School Calendar

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

V. Art Carts

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

W. Building Security

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

X. Teacher Rotation

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

Y. Job Sharing

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

1. Teachers shall be appointed to job sharing positions on a voluntary basis only. Job sharing arrangements shall be subject to mutual agreement of the teachers involved. Any job sharing arrangement must be approved by the Superintendent or his or her designee. Salary, fringe benefits and the Board's contribution for health benefits shall be prorated in accordance with the allocation of responsibility under the job sharing plan.

2. The parties shall create a Job Sharing Committee, consisting of one member appointed by the Superintendent and one member appointed by the President of the Union.
3. Applications for job sharing positions must be submitted to the Job Sharing Committee by February 1 prior to the year requested. The application shall identify the teachers involved, the position sought, and the plan for allocating responsibility for all areas of teacher responsibility, including teaching, grading, parent communication, administrative responsibilities and all other professional responsibilities of the position. The application shall also include a written statement from the principal concerning his/her position regarding the application for a job sharing position. The Job Sharing Committee shall forward the application along with its written recommendation to the Superintendent or his/her designee before March 1 prior to the school year requested.
4. The Superintendent or his/her designee shall consider and grant or deny each request on its individual merit on the basis of whether the plan is educationally sound, with priority consideration of the impact, if any, on the education of the children. Such decisions shall be made on an annual basis on or before May 1. Teachers who wish to job share in future years shall follow the procedures set out in paragraph 2.
5. Job sharers shall substitute for each other whenever possible. Schedules may be adjusted to allow partners the opportunity to pay back the other by covering (i.e., cover the appropriate number of days that one partner substitutes for the other).
6. If for any reason a member of a job sharing team is unable to continue in the position, the partner will be given the option to cover the entire position for the remainder of the year until another job sharer can be identified. The substitution of a new job sharer shall occur only upon approval of the Superintendent after consideration of the impact on the position to be vacated.
7. At the end of a job-sharing arrangement, a teacher who is job sharing will be guaranteed his/her return to a full-time position at the beginning of the school year if the teacher would otherwise be entitled to a position under this Agreement. The teacher must notify the Department of Human Resources by February 1 prior to the school year requested of his/her intent to return to a full-time position.

Z. Areas of Shortage or Extreme Need

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

An internal candidate recruited to a school deemed in need by the Administration may be issued a signing bonus of up to 20% of such teacher's base salary, in the sole

discretion of the Administration. Such payment shall be in two installments and requires a two year commitment to the location by the teacher.

AA. Innovations

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

BB. Teaching Schedules

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

CC. Guidance counselors assigned to teaching duties

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

ARTICLE XIII - PROFESSIONAL STATUS

A. Suggestions and Contributions

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

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

B. Union School - Principal Meeting

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

C. Union - Superintendent Meeting

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

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

D. Ad Hoc Committee

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

E. Exchange of Views Concerning Construction

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

F. Job Descriptions

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

G. Health and Safety

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

ARTICLE XIV - UNION RIGHTS

A. Dues Check-off

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

B. Agency Fee

Effective October 1, 1979, all employees shall, as a condition of continued employment, join the exclusive bargaining representative organization or pay to the exclusive bargaining representative an annual service fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization, set by the Union in accordance with law.

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

Payments for new employees shall commence within thirty (30) days following the effective date of employment.

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

C. Union Leave

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

D. Exclusive Bulletin Board

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

E. Union Meetings in Schools

The Union may call meetings in each school before or after school or during the lunch hour upon request to and permission from the principal. Individuals having assignments at the time the meeting is scheduled must request and receive individual permission to attend. Permission in either instance shall not be unreasonably withheld.

F. Copy of Agreement

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

G. Union Rights to Information

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

H. No Pay Loss for Meetings

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

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

I. Union Right to Board Agenda

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

J. Access to School Budget

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

K. Building Representative Release

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

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

L. COPE Deductions

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

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

M. Access to School Mailboxes

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

ARTICLE XV - ELEMENTARY SCHOOLS

A. Elementary Head Teachers

1. When it is necessary for the principal of a school to be absent for more than one-half day, and there is no vice principal on duty a head teacher shall be appointed to be in charge of the school. Such appointment shall be made, after posting by the principal within the school from among the senior qualified applicants.
 - a. The head teacher is responsible to the principal.
 - b. The head teacher position is operative only when the principal or the assistant principal is not available to provide coverage on routine activities that are essential for proper operation of the school or which require immediate action.
2. In an elementary school that has a non-attached building housing five (5) or more teachers with no administrator, a head teacher position may be created. Such head teacher will be paid a stipend of \$500.
3. The position of the head teacher does not in any way or means relate to evaluation of teachers or supervision of instruction and is not considered an administrative position.

B. Rotating Yard Duty

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

ARTICLE XVI - SENIORITY

A. Definition of Teacher

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

B. Employment Date

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

C. Modification

Seniority shall be modified by the following considerations:

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

D. Seniority Lists

Seniority lists, including social security numbers and/or employee identification numbers, shall be provided to the Union upon request not more than once per year, except in the case of pending layoffs. Errors which occur inadvertently shall not invalidate the list; however, any employee laid off due to the error shall be made whole.

E. Tie Breaker

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

F. Seniority for Union Officers

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

ARTICLE XVII - LEAVES OF ABSENCE

A. Sabbatical Leave

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

1. Purpose. Sabbatical leaves for teachers are granted for professional improvement only, and these leaves are only for purposes designed to benefit the school system. These leaves are not a right, but rather a privilege or a reward for superior service.
2. Duration of Leave. Sabbatical leave in the Hartford Public Schools is granted for a full year or for a full semester. It is not granted for a portion of a semester.

3. Eligibility. No teacher can be granted a sabbatical leave unless he/she has completed seven (7) years of service as a teacher and has achieved tenure in the Hartford Public Schools.
4. Process of Selection. All candidates for sabbatical leave for the school year or for either semester should apply, in writing, to the Department of Human Resources on or before the third Monday in April. Each applicant is required to present, in writing, a carefully elaborated plan of study or a project, the successful completion of which will promise real benefit both to the teacher and to the Hartford Public Schools.

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

5. Requirements To Be Met. Teachers who are granted leaves are required at the conclusion of their leaves to return to their teaching duties in the Hartford Public Schools and continue in Hartford service for not less than two years. They must submit a written agreement to the effect that if they do not return to Hartford service upon termination of leaves, they will refund all sums of money paid them by the Board during their sabbatical leaves. Unusual cases are presented to the Board for review.

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

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

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

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

B. Union Detached Service Leave

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

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

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

C. Personal Days

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

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

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

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

Reasons:

1. In the event of serious illness or death of wife, husband, father, mother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household (not to exceed five (5) days in any school year);

2. Holy days (not to exceed three (3) days in any year);
3. Quarantine;
4. Absence for husband for birth of child to wife (not to exceed two (2) days in any year);
5. Personal business which cannot reasonably be conducted outside of school hours. Prior approval must be given by the Superintendent or designee. Such approval shall not be unreasonably withheld.

D. Leaves Without Pay Other Than Maternity

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

E. Child-Bearing and Child-Rearing

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

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

2. Any teacher who has acquired tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, shall be granted a long-term leave for child-rearing purposes. Such leave shall begin either at the start of or at the mid-point of the school year, and shall end either one-half or one full school year later. The request for such leave must be made at least thirty (30) days prior to its commencement and must specify whether the request is for leave of one-half or

one full year. Leave under this paragraph may be granted to non-tenure teachers in unusual circumstances at the discretion of the Superintendent.

3. Teachers who adopt a child will be granted four weeks of paid leave, five days of which may be deducted from personal leave, the remainder to be deducted from accumulated sick leave.

F. Adult and Summer School Staffs

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

G. Violation of Leave of Absence Provisions

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

H. Return from Leave

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

I. Reassignment after Return from Leave

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

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

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

J. Family & Medical Leave

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

ARTICLE XVIII - PERSONNEL FILE

A. Limitations on File

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

B. Right to Review File

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

C. Right to Reply

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

D. Right to Copy Material

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

ARTICLE XIX - SAVINGS CLAUSE

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

ARTICLE XX - DURATION

- A. This Agreement contains the full and complete agreement between the Board and the Union and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement, provided that the Union does not waive its right to negotiate over mandatory subjects of bargaining not covered herein or over impact issues, should the Board make changes that significantly affect conditions of employment. This provision is subject to the language contained in Article XII AA Innovations.
- B. This Agreement shall be in full force and effect from July 1, 2011 to June 30, 2014. Representatives of the Board and the Union agree to commence negotiations for a successor agreement in accordance with law.
- C. By mutual agreement of the parties, in the event that the Board and the Union fail to secure a successor agreement by June 30, 2014, or should there be no binding arbitration award, the present contract shall continue in effect.

ARTICLE XXI - PRIOR PRACTICES

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

ARTICLE XXII - INCENTIVES

A. School Improvement Bonus

Each member who works in a school that shows significant school improvement shall be paid \$2,500 after the conclusion of the work year. The measure of improvement shall be an increase in OSI of 4.0 or more or moving left or up a category in the school improvement cross matrix. To be eligible, the member must appear and work a full day in such a school on at least 90% of the work days in the relevant work year. Members who work part-time, start mid-year, or travel between schools, shall be eligible for the above bonus on a pro-rata basis.

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

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

To be eligible for a bonus, each school location shall vote annually, on or about October 1st of each year for that year's bonus. In order for members at the school to be eligible for that

year's bonus, at least 75% of those members present on the day of the vote must vote in favor of eligibility.

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 Director of Human Resources, with a request for the residency differential, any three of the following documents that show evidence of Hartford residency: utility bill, car insurance, lease, property tax bill, voter registration card, drivers' license. The differential shall become effective within 30 days of receipt of appropriate documentation and request and shall cease each June 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. Teacher Advancement Program "TAP" Committee and Implementation

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

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

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

E. National Board Certification

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

ARTICLE XXIII - TEACHING OUTSIDE OF CERTIFICATION

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

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

FOR THE HARTFORD
BOARD OF EDUCATION

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

By _____
Its Chair

By _____
Its President

APPENDIX A – SALARY SCHEDULES

2011-2012

Step	BA	BA +15	MA	MA +15 (1)	MA +30	MA +45 (2)	MA +60	MA +75 (3)	PhD (4)
1	42,893	0	46,748	48,917	51,085	52,530	53,976	55,422	56,868
2	44,581	0	48,674	50,846	53,013	54,458	55,906	57,348	58,797
3	46,265	0	50,602	52,772	54,940	56,385	57,832	59,275	60,725
4	48,435	0	53,493	55,662	57,833	59,275	60,723	62,169	63,615
5	50,602	0	56,385	58,555	60,725	62,169	63,614	65,061	66,506
6	52,772	0	59,275	61,448	63,615	65,061	66,506	67,952	69,397
7	54,940	0	62,169	64,339	66,506	67,951	69,397	70,845	72,289
8	58,358	0	66,034	68,339	70,639	72,179	73,713	75,248	76,784
9	60,693	0	68,675	71,072	73,466	75,067	76,662	78,257	79,855
10	64,560	67,959	73,054	75,602	78,151	79,850	81,551	83,249	84,947
11	66,818	70,337	75,612	78,248	80,887	82,646	84,406	86,163	87,920

Note: All teachers on steps 1 through and including 10 will advance one step along the salary schedule in each year of this Agreement.

2012-2013

Step	BA	BA +15	MA	MA +15 (1)	MA +30	MA +45 (2)	MA +60	MA +75 (3)	PhD (4)
1	43,751	0	47,683	49,895	52,107	53,581	55,056	56,530	58,005
2	45,473	0	49,647	51,863	54,073	55,547	57,024	58,495	59,973
3	47,190	0	51,614	53,827	56,039	57,513	58,989	60,461	61,940
4	49,404	0	54,563	56,775	58,990	60,461	61,937	63,412	64,887
5	51,614	0	57,513	59,726	61,940	63,412	64,886	66,362	67,836
6	53,827	0	60,461	62,677	64,887	66,362	67,836	69,311	70,785
7	56,039	0	63,412	65,626	67,836	69,310	70,785	72,262	73,735
8	59,525	0	67,355	69,706	72,052	73,623	75,187	76,753	78,320
9	61,907	0	70,049	72,493	74,935	76,568	78,195	79,822	81,452
10	65,851	69,318	74,515	77,114	79,714	81,447	83,182	84,914	86,646
11	68,154	71,744	77,124	79,813	82,505	84,299	86,094	87,886	89,678

2013-2014

Step	BA	BA +15	MA	MA +15 (1)	MA +30	MA +45 (2)	MA +60	MA +75 (3)	PhD (4)
1	45,064	0	49,113	51,392	53,670	55,188	56,708	58,226	59,745
2	46,837	0	51,136	53,419	55,695	57,213	58,735	60,250	61,772
3	48,606	0	53,162	55,442	57,720	59,238	60,759	62,275	63,798
4	50,886	0	56,200	58,478	60,760	62,275	63,795	65,314	66,834
5	53,162	0	59,238	61,518	63,798	65,314	66,833	68,353	69,871
6	55,442	0	62,275	64,557	66,834	68,353	69,871	71,390	72,909
7	57,720	0	65,314	67,595	69,871	71,389	72,909	74,430	75,947
8	61,311	0	69,376	71,797	74,214	75,832	77,443	79,056	80,670
9	63,764	0	72,150	74,668	77,183	78,865	80,541	82,217	83,896
10	67,827	71,398	76,750	79,427	82,105	83,890	85,677	87,461	89,245
11	70,199	73,896	79,438	82,207	84,980	86,828	88,677	90,523	92,368

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

APPENDIX B – EXTRA PAY FOR EXTRA DUTY

I. Coaching and Physical Education Assignment	Step 1	Step 2	Step 3
Football:			
Varsity	6,100	7,300	8,400
Asst. Varsity	4,200	5,000	5,700
Junior Varsity	3,400	3,800	4,200
Freshman	3,400	3,800	4,200
Asst. Freshman	3,100	3,400	3,800
Soccer:			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	2,700	3,000	3,400
Cross Country:			
Varsity	2,700	3,000	3,400
Asst. Varsity	2,300	2,700	3,000
Developmental	2,300	2,700	3,000
Basketball:			
Varsity	6,100	7,300	8,400
Junior Varsity	4,200	4,800	5,300
Freshman	3,100	3,400	3,800
Swimming			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	3,100	3,400	3,800
Wrestling			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	3,100	3,400	3,800
Gymnastics:			
Developmental	4,200	5,000	5,700
Developmental	3,100	3,400	3,800

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

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

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

HARTFORD BOARD OF EDUCATION

EXTRA CURRICULAR PAY

II. Club Activities

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

III. Method of Pay for Intramurals

FALL (Second Monday after School Starts through November 30)

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

WINTER (December 1 through February 28)

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

SPRING (March 1 through June 15)

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

IV. Other

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

V. Pay Schedule for Voluntary Supervisors at Athletic Events

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

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

Varsity Football

Supervisor, Ticket Taker, Bench Supervisor, Linesman Assistant \$33.50

Varsity Football

Ticket Seller, Movie Photographer, PA Announcer, Scoreboard Operator \$37.00

Varsity Football

Bench Supervisor and Movie Photographer. Outside City \$38.50

JV and Freshman Football

Supervisor \$24.00

Varsity Basketball

Supervisor, Ticket Takers
2 Games Night \$33.50
1 Game Night \$29.00
2 Games Day \$29.00
1 Game Day \$26.50

Varsity Basketball

PA Announcer, Scoreboard Operator, Timer, Scorer, Ticket Seller, Movie
Photographer
2 Games Night \$37.00
1 Game Night \$32.50
2 Games Day \$32.50
1 Game Day \$30.00

Varsity Basketball Games (Away)

Scorer, Supervisor
2 Games Night \$38.50
1 Game Night \$33.50

2 Games Day	\$33.50
1 Game Day	\$31.00
<u>Badminton, Volleyball, Freshman Basketball (1 game), Girls Basketball (1 game)</u>	\$17.00
Supervisor	\$20.50
<u>JV Soccer, Swimming, Volleyball, Indoor Track, Wrestling, Softball</u>	
Supervisor	\$20.50
<u>Girls Basketball (2 games)</u>	
Supervisor, Ticket Taker	\$24.00
Scorer, Timer, Ticket Seller	\$26.50
<u>Gymnastics, Basketball – Varsity and JV, Varsity Soccer</u>	
Scorer, Timer, Supervisor, Bench Supervisor	
In City	\$24.00
Outside City	\$26.50]

APPENDIX C - SPECIAL EDUCATION CLASS SIZE LIMITATIONS

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

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

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

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

CATEGORY	GRADE	NUMBER OF STUDENTS
Autism	K-12	8 + 2 with paraprofessional
Cross-categorical full-time	PK; half-day a.m. or p.m. sessions	7
Cross-categorical full-time	K	10
Cross-categorical full-time	1-3	11
Cross-categorical full-time	4-8	11
HTLA	K-5	8 with two paraprofessionals

CATEGORY	GRADE	NUMBER OF STUDENTS
HTLA	6-12	8 with two paraprofessionals
Inclusion	All levels	11
Intellectually Disabled	K-3	8
Intellectually Disabled	4-8	10 + 1
Intellectually Disabled	9-12	10 + 2
Multiply Handicapped	K-12	6
REACH	All levels	8 + 2
TOPS	Middle School	10
Cross-Categorical Resource	PK	20 + 3
Cross-Categorical Resource	K-12	25
Language, Speech and Hearing	PK	35 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule at the elementary school; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	K-3	40 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	4-12	40 Students or a minimum 25 periods per week of service based on 7 period day schedule, whichever is greater

Notes:

1. A mandated student is a student who has a valid IEP.
2. A mandated student is counted as being assigned to a given teacher if the teacher is providing special education or related services to the student.

3. Special education class size will be subject to annual leveling no later than October 14th of each school year.
4. "Additional students" may be assigned to a particular class, program or category after consultation with the receiving teacher, and after taking into account the factors listed in Section 10-76d(5) of the Regulations of Connecticut State Agencies.
5. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall bargain the impact of such change in this section, including the minimum number of periods per day and per week.

APPENDIX D - SALARY FOR CERTAIN EXTRA PAY POSITIONS

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

Summer School Rate: \$35.00

Extra Pay Rate: \$32.00

APPENDIX E - MISCELLANEOUS

1. Differentials

No member shall receive pro-rata pay for an extended school day or an extended school year and a differential simultaneously. Teachers working an eleven-month year will be paid a 16% differential for 8:00 a.m. to 4:00 p.m., 15% for 8:00 a.m. to 2:30 p.m., during the extended work period. Teachers working an extended day (8:00 a.m. to 4:00 p.m.) will be paid an 8% differential. Effective July 1, 2013, teachers working an extended day (8 hours) will be paid a 6.7% differential. Teachers working both an extended year and an extended day will receive a 24% differential (8:00 a.m. to 4:00 p.m. during extended year). Effective July 1, 2013, teachers working both an extended year and an extended day will receive a 22.7% differential (8 hour day during extended year). In schools that have the traditional schedule, under a seven-period day high school teachers asked to teach an additional period will receive one-seventh of their per diem rate. Under a six-period day, the rate would be one-sixth of their per diem rate. Teachers who work the eleven-month extended work year shall work an additional twenty-five (25) work days.

2. Mileage

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

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

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

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

6. Hartford Adult School Teachers

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

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

Adult School teachers who are scheduled to teach classes for which certification is required for less than 15.5 hours per week will be considered to be in non-rostered Board-Created Opportunities and shall be paid according to Appendix D of the

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

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

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

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

7. Distance Learning

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

APPENDIX F

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

Health/Dental Insurance

Effective July 1, 2008, the Parties agree to the following changes in the benefits provided:

Board's Modified Century Preferred Blue Cross/Blue Shield Health Plan For Certified Teachers:

Office Visit Co-Payment:	\$20
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.

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.

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.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2008.

FOR THE HARTFORD BOARD
FEDERATION
OF EDUCATION

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

By _____

By _____
Its President

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

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

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

FOR THE HARTFORD BOARD
FEDERATION
OF EDUCATION

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

By _____

By _____

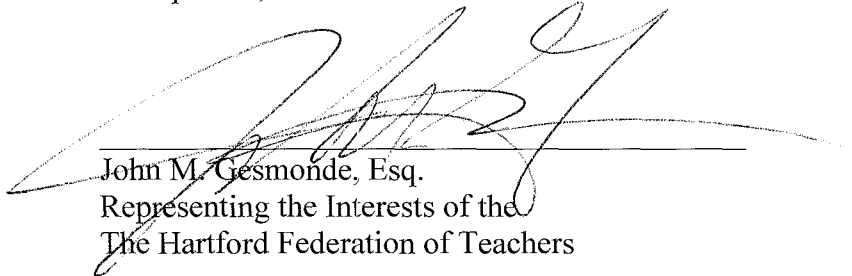
In the Matter of Binding Arbitration :
 :
 Between :
 :
 The Hartford Board of Education :
 :
 -and- :
 :
 The Hartford Federation of Teachers :

In accordance with Connecticut General Statute §10-153f the panel awards the attached stipulation of the parties as its award in the above referenced arbitration proceeding, which resolves all outstanding issues between the parties.

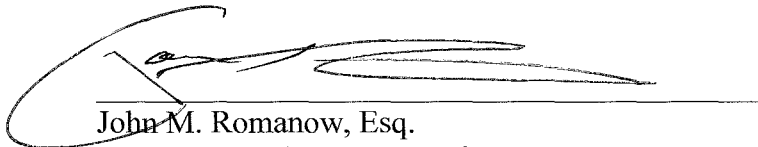
ARBITRATION PANEL



William DeVane Logue, JD
Chairperson, Arbitration Panel



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



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

In the Matter of Binding Arbitration :
 :
 Between : Subject Contract Dispute
 : (Last Best Offer Binding Arbitration)
 :
 Hartford Board of Education :
 :
 -and- :
 :
 Hartford Federation of Teachers :

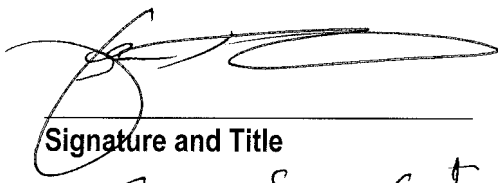
**OATH FOR
CHAIRPERSON OF ARBITRATION PANEL**

STATE OF CONNECTICUT :
 : ss: Hartford
 COUNTY OF HARTFORD :

The undersigned, representing the interests of the public in general, being duly sworn and being aware of the requirements for impartiality, hereby accepts the appointment as Chairperson of the Arbitration Panel or Single Arbitrator to arbitrate the above subject and will faithfully and fairly hear and examine the matters in controversy between the above-named parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.


William DeVane Logue
Chairperson, Arbitration Panel

Subscribed and sworn to before me this 3rd day of January, 2011.


Signature and Title
Cov. of Superior Court
John M. Romanow

In the Matter of Binding Arbitration

Between

Hartford Board of Education

-and-

Hartford Federation of Teachers

Subject _____
(Last Best Offer Binding Arbitration)

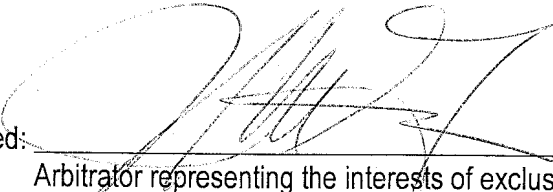
OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE EXCLUSIVE BARGAINING
REPRESENTATIVES OF CERTIFIED EMPLOYEES

STATE OF CONNECTICUT


COUNTY OF Hartford

ss: Hartford

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

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

Subscribed and sworn to before me this 3rd day of January, 20 11.


Signature and Title
WILLIAM DEVANE LOGUE
COMMISSIONER OF THE
SUPERIOR COURT

In the Matter of Binding Arbitration

Between

Hartford Board of Education

-and-

Hartford Federation of Teachers

SUBJECT: Contract Dispute

(Last Best Offer Binding Arbitration)

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

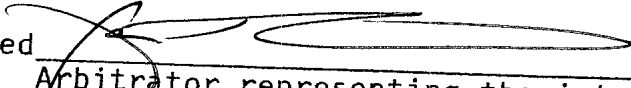
STATE OF Connecticut)

COUNTY OF Hartford)

SS.: Hartford

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

Signed


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

Subscribed and Sworn to before me
this _____ day of _____

William Devane Logue
Signature and Title
WILLIAM DEVANE LOGUE
COMMISSIONER OF THE SUPERIOR COURT