

AGREEMENT

between the

**WEST HARTFORD
BOARD OF EDUCATION**

and the

**WEST HARTFORD
ADMINISTRATORS' ASSOCIATION**

July 1, 2017

through

June 30, 2020

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AGREEMENT

between the

WEST HARTFORD BOARD OF EDUCATION

and the

WEST HARTFORD ADMINISTRATORS' ASSOCIATION, INC.

This Agreement is made and entered into by and between the WEST HARTFORD BOARD OF EDUCATION [hereinafter referred to as the "Board"], and the WEST HARTFORD ADMINISTRATORS' ASSOCIATION, INCORPORATED [hereinafter referred to as the "Association"].

ARTICLE I

RECOGNITION

- 1.1 The Board recognizes the Association, for the purposes of professional negotiation, as the exclusive representative of the 'administrators' unit' as defined in Section 10-153b(a)(1) C.G.S..

ARTICLE II

SALARIES

- 2.1 The salaries of all persons covered by this Agreement are set forth in Appendix "B" which is attached hereto and made a part of this Agreement.
- 2.2 In the event of termination of the contract of employment of a unit member, the Board of Education shall pay salary earned through the date of termination on a per diem basis.
- 2.3 Salary installments are payable on the fifteenth and the last school day of each month except that the last paycheck of the last work month of the work year shall be dated and issued the last workday of the last work month.
- 2.4 Each employee covered by this Agreement whose base work year is ten months shall have the option of being paid his/her annual salary in twenty (20) payments plus one (1) balloon check.

This option shall not be subject to cancellation during any annual salary period and shall continue in effect unless the employee notifies the Payroll Office by no-later-than

June 30 that he/she is canceling the option effective commencing in the ensuing annual salary period.

- 2.5 Salary installments are subject to required deductions for the State Teachers' Retirement Fund, the United States Withholding Tax, State of Connecticut Withholding Tax and the representative service fee, as well as other agreed-to deductions which the administrator may in writing authorize. Commencing July 1, 1996, the Board shall not be required to make salary deductions and payments to any tax sheltered annuity in which there are fewer than ten (10) participants.

All employees must participate in direct deposit of paychecks.

- 2.6 No employee shall be disciplined except for just cause. This section, however, shall not apply to oral reprimands or dismissals pursuant to Section 10-151 of the Connecticut General Statutes.

- 2.7 Placement on the salary schedule of administrators new to West Hartford shall be made by the Superintendent in consultation with the administrator.

- 2.8 If an Administrator is designated by the Superintendent to work in an administrative position in a higher salary group than his or her regular group and said Administrator works in the designated administrative position for more than twenty (20) consecutive work days, then he/she shall receive the pay of the higher salary group in which he/she is working commencing after the twentieth (20th) consecutive work day.

- 2.9 The work year for department supervisors shall be 200 days (195 days plus 5 days to be scheduled by mutual agreement). The work year for pupil services department supervisors shall be 205 days (195 days plus 10 days to be scheduled by mutual agreement). The work year for administrators other than department supervisors shall be all regular work days except for holidays on which the Central Office is closed, ten (10) days vacation during school vacation periods, and twenty (20) days vacation during the summer recess, not to exceed 220 days. An administrator may roll over up to five (5) days into the next fiscal year provided that he or she may not accumulate more than twenty-five (25) days. Twelve (12) month administrators, with the approval of the Superintendent, may take up to three (3) vacation days when school is in session, as long as such days do not extend a holiday or a school vacation.

- 2.10 If the Superintendent requests an employee in a position covered by the salary schedule to work in that position more than the basic number of work days specified for the position and the employee agrees to do so, he/she shall be paid the following per diem rate for each day he/she works:

$$\frac{\text{Employee's annual salary rate}}{\text{Basic number of work days specified for the year}}$$

ARTICLE III

SALARY DEDUCTIONS

3.1 Association Membership Dues and Representative Service Fee

- A. Employees covered under this Agreement shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- B. The annual rate of the representative service fee shall not exceed the annual membership dues of the West Hartford Administrators' Association.
- C. The annual representative service fee amount that each employee shall pay shall be proportional to the amount of time the employee is employed for the work year.
- D. The Association shall certify in writing to the Board annually by no-later-than August 1 the membership dues for the West Hartford Administrators' Association.
- E. The Board of Education agrees to deduct from each employee an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the second paycheck in January through and including the last paycheck in June. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1 of each school year.
- F. The Board shall provide the Association with the following information annually by no-later-than the first pay date in October and shall also inform the Association of any changes monthly thereafter up to and including the first pay date in June:
 - (1) the names of all employees covered under this Agreement;
 - (2) the date that each employee commenced employment in the current year.

G. The Board of Education agrees to forward to the Association each pay period a check for the amount of money deducted during that pay period. The Board shall include with such check a list of administrators from whom such deductions were made.

3.2 Credit Union Deductions

The Board agrees to deduct from the salaries of its employees such amounts as said employees individually and voluntarily authorize the Board to deduct, and to transmit such sums promptly to the Franklin Trust or one additional credit union if agreed to by the Board and Association for deposit to such employee's account. Employee authorization for such deductions shall be in writing on a form provided by the credit union.

3.3 Indemnification

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

ARTICLE IV

BOARD PREROGATIVES

4.1 Except as is otherwise specifically provided in this Agreement or by law, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of West Hartford including but not limited to the following: to maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interests of the Town of West Hartford; to give the children of West Hartford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the need and program for the summer school, if any; to determine the 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, principals, and assistant principals or other certified personnel; to suspend or dismiss the teachers of the schools; to designate the schools which shall be attended by the various children within the town, to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for arrangement, use and safe-keeping of the school libraries

and to approve the books selected therefor and to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the 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 or of law.

- 4.2 The Board reserves the right to assign teaching duties for up to fifty percent (50%) of the assigned time of department supervisors. Should the Board assign teaching duties to other members of the unit, upon demand by the WHAA it shall negotiate over the impact of such assignments in accordance with provisions of Conn. Stat. § 10-153f(e).
- 4.3 The Board and the Association recognize that innovation in the provision of education to students is essential in maintaining the high quality of education in West Hartford. There shall be a Standing Committee of the Board and the Association to review such proposed innovation. The Association President and the Board Chair shall each name four representatives to the Committee, which shall be Co-chaired by the Superintendent or his/her designee and the Association President or his/her designee. The Committee shall advise the Superintendent on the impact of proposed innovations on working conditions. The Association may request negotiations over such proposed changes if other than de minimus. If such negotiations do not result in agreement, the matter shall be resolved in accordance with the provisions of Conn. Gen. Stat. Section 10-153f(e).

ARTICLE V

PERSONAL INJURY BENEFITS

- 5.1 Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) without charge to his/her sick leave, vacation time, or personal leave days for the period of such absence for a period not to exceed sixty calendar days. Thereafter appropriate charges to sick leave may be made. Such period shall not exceed the compensable period for worker's compensation. Whenever an employee is absent from school as the result of a personal injury caused by an assault arising out of and in the course of his/her employment, his/her rights shall be determined in accordance with Section 10-236a.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Purpose

Grievance is hereby defined to mean:

Type A -- a dispute between an employee or the Association and the Board or the Administration concerning the interpretation of a specific provision of this Agreement with the exception of Article IV (Board Prerogatives).

Type B -- 1) a dispute between an employee or the Association and the Board or the Administration concerning the interpretation of Article IV (Board Prerogatives);

2) a dispute between an employee or the Association and the Board or the Administration concerning the interpretation of a specific provision of the School Code that relates to salaries or other conditions of employment; or

3) a complaint by an employee that an action taken or refused by the Superintendent or his/her designee was unfair.

6.2 Procedure

A. Type A and Type B Grievances

(1) Informal

- a. If an administrator feels that he/she may have a grievance, he/she should first discuss the matter with an appropriate administrator in an effort to resolve the problem informally.
- b. If the administrator is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the superintendent or other appropriate administrator.

(2) Formal

a. Level One Superintendent

- [1] An employee with a grievance shall first discuss it with the Superintendent or his/her authorized representative (either alone or with an authorized Association representative in attendance, if the employee so desires)

with the objective of resolving the matter. The written statement of the employee's grievance shall contain a statement of facts, or a statement of the action taken or refused by administrative personnel which he/she feels is unfair to him/her, a reference to that provision of this Agreement, or of the School Code, if any, which the employee claims has been violated and the remedy requested. This statement is to be submitted on Grievance Form A.

- [2] The Superintendent or his/her authorized representative(s) shall represent the administration at this level of the grievance procedure. Such authorized representative(s) shall be invested with authority to decide grievances for the Superintendent at this level. Within one (1) calendar week following receipt of the written grievance by the Superintendent, he or his authorized representative(s) shall meet with the aggrieved person (either alone or with an authorized Association representative in attendance, if the employee so desires). The Superintendent shall render a decision within one (1) calendar week following the conclusion of such meeting.

B. Type A Grievances

(1) Level Two - Board of Education

- a. In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, the employee may advance his/her grievance to the Board. The Board must receive the grievance in writing (Forms A and B) within one (1) calendar week following receipt of the decision at Level Two.
- b. The Board, or its designated committee of Board members, shall hold a hearing with the employee within two (2) calendar weeks following receipt of the grievance. The Board shall render a decision within two (2) calendar weeks following the conclusion of such meeting.

(2) Level Three - Binding Arbitration

- a. In the event that the employee is not satisfied with the disposition of his/her grievance at Level Two, the Association may submit the grievance for binding arbitration.

- b. The Association must notify the Superintendent of Schools in writing of its intention to submit a grievance for binding arbitration within thirty (30) calendar days following receipt by the aggrieved of the decision at Level Three and must commence the process for arbitration within five (5) calendar days following receipt of such notification by the Superintendent.
- c. The Association may submit a grievance for arbitration to a Committee of Three, or if requested by either the Association or the Board, to the American Arbitration Association.

If a grievance is submitted to the American Arbitration Association, the Board and the Association may choose expedited arbitration provided they mutually agree to do so.

- d. A Committee of Three shall be persons selected jointly by the Association and the Superintendent who are experienced, impartial and disinterested parties of recognized competence.
- e. If the Parties are unable to agree upon a Committee within five (5) calendar days following receipt by the Superintendent of notification from the Association of its intention to submit the grievance for arbitration, the grievance shall be submitted immediately to the American Arbitration Association for binding arbitration in accordance with its administrative procedures, practices and rules.
- f. The Committee or the arbitrator shall receive evidence of the facts of the grievance and hear arguments of the Parties following which the Committee or the arbitrator shall render to the Superintendent, the Board and the Association a finding of the facts relating to the grievance and a decision whether a specific provision of this Agreement was misinterpreted.
- g. The Committee or the arbitrator shall hear and decide only one grievance in each case, shall be bound by and must comply with all of the terms of the Agreement and shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the Committee or the arbitrator shall be final and binding upon both parties and all employees, unless the same is contrary to law.
- h. All costs and expenses for the services of a Committee or an arbitrator shall be borne equally by the Board and the Association.

C. Type B Grievances - Alternative I

(1) Level Two - Board of Education

- a. In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, the employee may advance his/her grievance to the Board.

The Board must receive the grievance in writing (Forms A and B) within one calendar week following receipt of the decision at Level One.

- b. The Board, or its designated committee of Board members, shall hold a hearing with the employee within two (2) calendar weeks following receipt of the grievance. The Board shall render a decision within two (2) calendar weeks following conclusion of such meeting.

(2) Level Three - Advisory Arbitration

- a. In the event that the employee is not satisfied with the disposition of his/her grievance at Level Two, the Association may submit the grievance for advisory arbitration.

- b. Under Alternative I the Association must notify the Superintendent of Schools in writing of its intention to submit a grievance for advisory arbitration within thirty (30) calendar days following receipt by the aggrieved of the decision at Level Two and must commence the process for advisory arbitration within five (5) calendar days following receipt of such notification by the Superintendent.

- c. The Association may submit a grievance for arbitration to a Committee of Three, or if requested by either the Association or the Board, to the American Arbitration Association.

- d. A Committee of Three shall be persons selected jointly by the Association and the Superintendent who are experienced, impartial and disinterested parties of recognized competence.

- e. If the Parties are unable to agree upon a Committee within five (5) calendar days following receipt by the Superintendent of notification from the Association of its intention to submit the grievance for advisory arbitration, the grievance shall be

submitted immediately to the American Arbitration Association for advisory arbitration in accordance with its administrative procedures, practices and rules.

- f. The Committee or the arbitrator shall receive evidence of the facts of the grievance and hear arguments of the Parties following which the Committee or the arbitrator shall render to the Superintendent, the Board and the Association a finding of the facts relating to the grievance and an advisory opinion whether, as applicable, Article IV of this Agreement was misinterpreted, or a specific provision of the School Code that explicitly relates to salaries or other conditions of employment was misinterpreted, or any action taken or refused by administrative personnel was unfair. The Committee or the arbitrator shall have no power or authority to render an opinion the effect of which would be to modify, alter or amend the terms of the Article.
- g. The opinion of the Committee or the arbitrator shall be submitted to the Board and the Association and shall be advisory only and no Judgment may be entered thereon.
- h. Upon receipt and consideration of the report of the Committee or the arbitrator, the Board shall reconsider the decision made at Level Two and shall notify the employee and the Association of its decision to modify or affirm same within two (2) calendar weeks of receipt of the report. During the reconsideration, the Board may request but not require that the employee meet with the Board.
- i. All costs and expenses for the services of an arbitrator shall be borne equally by the Board and the Association.

D. Type B Grievances - Alternative II

- (1) In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, the Association may submit the grievance for advisory arbitration.
- (2) Under Alternative II the Association must notify the Chairman of the Board of Education in writing of its intention to submit a grievance for advisory arbitration within fifteen (15) calendar days following receipt of the decision of the Superintendent at Level One and must commence the process for advisory arbitration within five (5) calendar days

following receipt of such notification by the Chairman of the Board of Education.

- (3) The Association may submit a grievance for arbitration to a Committee of Three, or if requested by either the Association or the Board, to the American Arbitration Association.
- (4) A Committee of Three shall be persons selected jointly by the Association and the Superintendent who are experienced, impartial and disinterested parties of recognized competence.
- (5) If the Parties are unable to agree upon a Committee within five (5) calendar days following receipt by the Chairman of the Board of notification from the Association of its intention to submit the grievance for advisory arbitration, the grievance shall be submitted immediately to the American Arbitration Association for advisory arbitration in accordance with its administrative procedures, practices and rules.
- (6) The Committee or the arbitrator shall receive evidence of the facts of the grievance and hear arguments of the Parties following which the Committee or the arbitrator shall render to the Superintendent, the Board and the Association a finding of the facts relating to the grievance and an advisory opinion whether, as applicable, Article IV of this Agreement was misinterpreted, or a specific provision of the School Code which relates to salaries or other conditions of employment was misinterpreted, or any action taken or refused by administrative personnel was unfair. The Committee or the arbitrator shall have no power or authority to render an opinion the effect of which would be to modify, alter or amend the terms of this Agreement.
- (7) The opinion of the Committee or the arbitrator shall be submitted to the Board and the Association and shall be advisory only and no judgment may be entered thereon.
- (8) The Board, or its designated committee of Board members, shall meet with the aggrieved and the Superintendent and/or his designee within two (2) calendar weeks following receipt of the opinion of the Committee or the arbitrator.
- (9) The Board shall affirm or modify the decision rendered at Level One based on the findings of the meetings with the aggrieved and the Superintendent and the opinion of the Committee or the arbitrator.

- (10) The Board shall render a decision within two (2) calendar weeks following the meeting of the Board or its designated committee with the aggrieved and the Superintendent.
- (11) All costs and expenses for the services of a Committee or an arbitrator shall be borne equally by the Board and the Association.

6.3 Rights of Employee to Representation

- A. No adverse employment action of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- B. Any employee or the Board may be represented at any stage of this grievance procedure by any person(s) of his/her or its choice, provided however, that exclusive organizational representation shall be by the Association. When the employee is not represented by the Association, the Association shall be given an opportunity to be present and state its views at any stage of this grievance procedure.

6.4 Miscellaneous

- A. The Board and the Association agree that
 - (1) Every reasonable effort should be made to resolve grievances at the administrative level most directly involved.
 - (2) Nothing herein contained shall be construed as limiting the right of any employee having a grievance or dispute to discuss the matter informally with an authorized representative of the administration or the Association or both.
- B. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. The time limits specified at all levels may be extended by the mutual agreement of the Superintendent of Schools and the President of the Association.
- C. A class grievance is a grievance affecting a group or class of employees covered under this unit.

The WHAA is the grievant in a class grievance. A class grievance shall commence at Level One. Before the WHAA files a class grievance, the President of WHAA and the Superintendent or his designee shall meet and seek to resolve the issue(s) informally.

- D. Any grievance, not presented for disposition through the grievance procedure within twenty-five (25) calendar days of the occurrence of the condition giving rise thereto, or within twenty-five (25) calendar days of the employee's or the Association's notice or knowledge thereof shall not be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Association.
- E. Decisions rendered at all levels of the grievance procedure shall be in writing.
- F. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- G. The right to record, transcribe or document shall be retained by both parties.
- H. All grievances submitted at Level Two shall utilize Grievance Form A.
- I. Formal grievances that are based on transfer as defined in 9.2A, or displacement resulting in transfer as defined in 9.2A as a consequence of forced staff reduction as defined in 17.1A shall commence at level one (1).

ARTICLE VII

LEAVES OF ABSENCE

7.1 Sick Leave

- A. Each department supervisor and other member of the bargaining unit is entitled to sick leave with full pay of up to 15 school days and 18 school days respectively. For employees whose effective date of employment precedes July 1, 1987, unused sick leave shall be accumulated from year to year so long as the employee remains continuously in the service of the Board. For employees whose effective date of employment is July 1, 1987 or thereafter, each department supervisor and other member of the bargaining unit shall have unused sick leave accumulate to 200 days and 220 days respectively.
- B. If requested by the Superintendent, the employee shall provide at his/her expense a certificate from his/her physician confirming the sickness or the ability of the employee to return to work and perform his/her duties. The Board shall have the option of requiring a second opinion at its expense by having the

employee select a physician for this purpose from a list of three names. The Superintendent shall obtain said list from the Hartford County Medical Association or, upon the administrator's request, from the Medical Association of the county in which the administrator resides, and present the list of three names as received from the Medical Association to the administrator. Such lists shall be composed of impartial physicians practicing in the appropriate field of medicine.

- C. Upon retirement, employees hired prior to July 1, 2014 shall be paid the equivalent of one-half (1/2) of his/her total accumulated unused sick leave. The maximum paid shall not exceed sixty-five (65) days for 220 day employees and fifty-five (55) days for 200 and 205 day employees. For employees who work a 200 day work year, such payment shall be made at the rate of 1/200 of his/her annual salary; for employees who work a 205 day work year, such payment shall be made at the rate of 1/205 of his/her annual salary; for employees who work a 220 day work year, such payment shall be made at the rate of 1/220 of his/her annual salary. The Board shall make a mandatory contribution of such payment into a Post Retirement Medical Expense Trust or into an IRC 401(a) plan.
- D. Upon death, the spouse of an employee, or in the event that there is no then surviving spouse, the minor children of an employee, or in the event that there are no surviving minor children of an employee, the estate of an employee shall be paid one-half (1/2) of the employee's accumulated unused sick leave based on the maximum payouts stated in paragraph C hereof.
- E. The Superintendent shall grant 50% of the unused sick leave accumulated by an employee as a contracted teacher or administrator in another school system provided employment in that school system terminated no more than one hundred (100) calendar days prior to the commencement of employment in the West Hartford Public Schools. The number of days granted shall not exceed fifty (50) days.
- F. Each employee shall receive by November 30th or earlier whenever possible a statement of his/her total unused accumulated sick leave as of the opening of school that year. This statement shall include the number of days sick leave for the current school year.
- G. During the period of time an employee is on LTD such time shall not count for step advancement on a salary schedule.

7.2 Childrearing Leave

- A. An employee shall be eligible to leave for childrearing.

If the child is born or adopted on or after March 1 in any twelve-month period July 1 through June 30, such leave shall be for the balance of the then current school year; if chosen, for the first succeeding school year; and, if chosen, for the second succeeding school year.

If the child is born or adopted before March 1 in any twelve-month period July 1 through June 30, such leave shall be for the balance of the then current school year; and, if chosen, for the next succeeding school year.

B. Childrearing leave shall be subject to the following conditions:

- (1) Unless the Superintendent and the administrator both agree otherwise, duration of childrearing leave shall be for no less than each entire period for which the administrator is eligible and which the administrator chooses.
- (2) The Superintendent of Schools must receive initial notification of intent to take childrearing leave in writing no-less-than thirty (30) school days prior to the date such leave is to commence (i.e., the date disability caused by pregnancy and childbirth ends or the date adoption is completed).

The Superintendent of Schools must receive notification of intent to continue childrearing leave as applicable in writing no-later-than the preceding May 1.

Such notifications shall be irrevocable and unalterable. Failure to so notify shall result in relinquishing the right for such leave.

- (3) An administrator on childrearing leave shall notify the Superintendent of Schools in writing of his/her intention to return to active employment upon termination of said leave by no-later-than March 1 of the school year the leave is to end, or at the time written notification to take childrearing leave is made if this is after March 1 and for the balance of that school year only.

Failure to comply with this condition shall be tantamount to resignation.

- (4) Childrearing leave shall be without salary and any contribution by the Board for the cost of insurance benefits. However, the administrator shall be allowed the opportunity to continue applicable insurance coverage at his/her expense.

7.3 Personal Days – Where Necessary and Unavoidable

- A. Provided absence from service is necessary and unavoidable, the Superintendent or his/her designee shall authorize in each regular work year:
 - (1) up to three (3) days leave without loss of salary because of the death of the employee's spouse, son, daughter, parent, sibling, grandparent, aunt, uncle; his/her spouse's parent, sibling, grandparent, aunt, uncle; or any other relative of the employee or his/her spouse who at the time of his/her death was domiciled in the employee's household; one of these days may be taken to attend the funeral of a close friend;
 - (2) up to three (3) days leave without loss of salary because of the need personally to care for the employee's spouse, son, daughter, parent or any other relative of the employee or his/her spouse who is domiciled in the employee's household due to serious illness; and
 - (3) up to two (2) days for formal religious observance of a high holy day.
- B. In each regular work year, the Superintendent or his/her designee may authorize up to two (2) days leave without loss of salary for situations not under the control of the employee and that cannot be taken care of outside the workday, work week or work year.
- C. When practicable, the employee shall submit to the Superintendent or his/her designee a request for authorized absence sufficiently in advance to enable the Superintendent or his/her designee to respond in writing. When such is not practicable, the employee shall inform the Superintendent or his/her designee of the reason for his/her absence as soon as possible, but not more than two (2) days following his/her return to work. Failure to fulfill either of these requirements shall result in loss of salary for each day of absence.

7.4 Professional Days

- A. In addition to such leave time and personal days, each employee may, in the discretion of the Superintendent, be permitted days for attendance at recognized educational meetings or for visiting and studying other school systems. Such days shall be granted by the Superintendent on the basis of benefit to the school system.
- B. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation as approved in advance) incurred by employees who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the advice and final approval of the Principal and Superintendent for particular

purposes of special benefit of the school system and/or the individual participating.

7.5 General Leave

- A. The Superintendent at his/her discretion may grant requests for leave of absence for a school year or part of a school year if in his/her judgment such leave will serve the interests of the West Hartford Public Schools.
- B. Such leave shall be without salary but may be with benefits.
- C. Insurance benefits shall be limited to those that can apply under the terms of the master policies of the insurance program provided through this Agreement and shall cost the Board no more than they would have if the employee had not been on leave.
- D. Such leave must continue for its full term, unless in the judgment of the Superintendent it is in the interest of the school system to grant the request of an employee to return to active duty before his/her leave terminates.
- E. An employee will not be entitled to such advancement on the salary schedule nor such accumulation of sick leave that he/she would have earned had he/she not been on leave except that the Superintendent may grant same acting on the recommendation of the Professional Growth committee that significant professional growth has taken place in accordance with a pre-approved plan.
- F. In order to assure that the greatest benefits of this voluntary leave policy accrue to the school district and the employees, the Board of Education shall annually cause to be published a statement of the policy, an indication of the range of forms such leave may take, and the supportive programs which may be offered. Among such offerings may be voluntary pairing, placement service to help in securing employment for the leave period, additional compensation for stated reasons, etc.
- G. A condition of accepting general leave shall be that the administrator shall inform the Superintendent in writing by registered mail no-later-than March 1 of the year of the leave of his/her intention to return as of the beginning of the ensuing school year or to resign effective the end of the leave. Failure to do so shall be tantamount to resignation.

7.6 Sabbatical Leave

- A. Upon the recommendation of the Superintendent, extended leave of absence or a release of an employee from part or all of his/her duties for a full or partial academic year (Sabbatical Leave) may be granted at the discretion of the Board

to an employee for purposes of teaching, study, education, research, writing and publishing, travel or other work of professional or educational value. The employee must have completed at least three (3) consecutive years of satisfactory service with the Board.

- B. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required, under normal circumstances no-later-than December 1st of the year preceeding the school year in which the sabbatical is requested. It is understood that the deadline of December 1st shall be waived at the discretion of the Superintendent when fellowship grants or scholarships awarded later in the year make such a deadline unreasonable.
- C. Preference will be given to applicants for sabbatical leave on the basis of benefit to the school system.
- D. Employees absent on sabbatical leave shall be paid at least 50% of the contract rate in effect during such leave provided, however, reductions shall be made, where necessary, so that the total of such payments, together with any amounts received in connection with the activities carried on during sabbatical leave, do not exceed the salary to which such employee would have been entitled under this contract for service with the Board during the period of the sabbatical leave. In addition to such salary, the Board may, in its discretion, reimburse the employee for travel and other expenses related to the sabbatical leave.
- E. Sabbatical leave, once granted, may not be terminated before the date of the expiration of the leave, unless mutually agreed upon by the employee and the Superintendent.
- F. Sabbatical leave will not be granted for the purposes of engaging in gainful occupation or studying for another trade or profession.
- G. Before beginning the sabbatical leave, the employee shall enter into a contract (a copy of which is attached hereto as Appendix "D") to return to active service in the West Hartford Schools for a period of at least two (2) years after the expiration of such leave. An employee who does not perform this agreement shall repay to the Board the sum bearing the same ratio to the amount received while on leave that the unfulfilled portion of the two subsequent years' service bears to the two full years; provided, however, that the employee shall be released from such payments if his/her failure to serve the two years as stipulated is due to illness, disability or death, or if he/she is discharged from his/her position by the Board. This contract shall in no way preclude the right of the Board of Education, during the term of the contract, to terminate the employment of the employee for reason of elimination of position resulting from reduction in staff in accordance with Article XVIII of this Agreement. In such case, the sabbatical leave contract shall become null and void.

- H. An employee absent from service because of sabbatical leave shall be entitled to such advancement on the salary schedule as he/she would have received had he/she remained in the system.

7.7 General

- A. The Superintendent may grant leave of absence, without salary, for service in the Peace Corps, Job Corps, Teacher Corps or Exchange Teacher Program.
- B. In the discretion of the Superintendent or as required by law, employees absent from service because of Peace Corps, Job Corps, Teacher Corps or Exchange Teacher Program may be entitled to step advancement on the salary schedule.
- C. Provided his/her contract is not terminated because of elimination of position resulting from staff reduction, an employee returning from leave of absence granted under this Article shall be returned to a position at the same administrative level and in the same administrative area(s) to which assigned at the time the leave was granted or, if there is no opening or vacancy in such position, to another position for which the employee is certified and qualified.
- D. An employee on an authorized leave without pay and without insurance benefits shall be entitled to continue as an enrolled member of any insurance program set forth in Article VIII. The employee shall make arrangements for payment in full of the costs of such insurance program for each program selected.
- E. The period of time an employee is on leave as defined in this Article shall be counted in determining placement on staff reduction and recall lists as defined in Article XVII whether or not step advancement in salary is granted.

ARTICLE VIII

INSURANCE

8.1 All members of the unit as defined in Article I, who receive at least fifty percent of the salary for the position held if full-time, shall be eligible to participate in the following plan.

8.2 Benefits

- A. The following Health/Medical insurance program shall be provided through the third party administrator services of Anthem Blue Cross and Blue Shield, with the exception of prescription drug coverage, which shall be administered by Caremark.

1. High Deductible Health Plan/Health Savings Account (HDHP/HSA)

Health Savings Account (HSA) is a tax-advantaged medical savings account with benefits levels as described in Appendix A-1. The Board may substitute a comparable plan if agreed to by the Association. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

B. The following Dental insurance programs shall be provided through the third party administrator services of DeltaDental of New Jersey.

1. DeltaPremier Dental Plan

The Board shall make available for the duration of this Agreement the DeltaPremier plan as described in Appendix A-2(a).

The Board shall make available for the duration of this Agreement and at a level of service no-less-than that in effect June 30, 1992- DeltaPremier plan as described in Appendix A-2(a).

2. DeltaPreferred Dental Plan

The Board shall make available as a second dental option the DeltaPreferred Dental Plan as described in Appendix A-2(b).

The Board may substitute a comparable plan if agreed to by the Association. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

C. Other

Group life insurance shall be provided at a level of three (3) times annual salary to a maximum of \$400,000.

Long term disability insurance shall be provided under the current plan, with a maximum benefit of \$8,000 per month. There shall be a twenty-four month limitation for disabilities due to mental illness unless the employee is confined to a hospital or institution.

The Board may substitute a comparable plan if agreed to by the Association. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

8.3 Premium Cost Sharing

- A. The term "premium cost" as used herein shall mean the premium rate that each carrier would charge the Board to provide the benefits specified in 8.2 for each level of coverage if the Board had funded those benefits on a fully-insured basis, giving full credibility to actual experiences.

The Board shall provide the Association, upon request, with a written statement from each carrier of the premium rate that each carrier would charge the Board to provide the benefits specified in 8.2 for each level of coverage on a fully-insured basis.

- B. The Board of Education, Anthem Blue Cross and Blue Shield, or such other Third Party Administrator, mutually agreed to by the Board and Association subject to the provisions of Article 8.2 of this Agreement shall make available to the Association all relevant data regarding the costs and performance of the various insurance plans available under this Agreement. Such data shall include, but not be limited to: the master trust agreement, consultant/TPA reports and/or studies, and premium and/or conventional premium equivalent calculations. Utilization information shall be provided including "network and out of network" providers, frequency of claims, costs, use of network providers, and UCR rates. The Board will also provide to the Association upon request access to any other resources such as consultants which in its sole discretion the Board may engage that can validate current or future costs of the insurance benefits provided under this Collective Bargaining Agreement.

- C. Board and Administrator Premium Contributions.

1. High Deductible Plan with HSA Option

In the 2017-18 contract year, the Board of Education will contribute \$1,500/\$2,500 to the employee's Health Savings Account deposit based on an annual total deductible of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan. In the 2018-19 and 2019-20 contract years, the Board of Education will contribute \$1,000/\$2,000 to the employee's Health Savings Account deposit based on an annual total deductible of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan. The Board shall pay set-up and monthly maintenance fees for Health Savings Account plans. Employees shall

assume responsibility for all other transaction fees. In-Network Preventative Care Visits are paid one hundred percent (100%) by plan and do not come out of the health savings account. In-Network visits are first paid for by the annual deductible/health saving account and then covered one hundred percent (100%) by the plan. Out-of-Network visits are first paid for by the annual deductible/health savings account and then the employee pays twenty percent (20%) of the claims up to the cost share maximum, then the claims are covered one hundred percent (100%) up to one million dollars.

In the 2017-18 contract year, the employee shall pay seventeen and one-half percent (17.5%) of the High Deductible Health Plan premium costs for the coverage for which he/she is eligible and which he/she selects. The employee share shall increase to eighteen percent (18%) in 2018-19 and twenty percent (20%) in 2019-20. The Board shall pay the balance of the cost.

Employees not eligible for the HSA Plan, can participate in a Health Reimbursement Account (HRA) with the same terms as the HSA. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed by the IRS.

2. Long Term Disability

The employee shall pay ten percent (10%) of the premium cost for the coverage which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

3. Group Life

For coverage up to the applicable maximum, the employee shall pay ten (10) percent of the premium cost. The Board shall pay the balance of the cost.

For any coverage available to the employee and that he/she chooses to purchase beyond the maximum coverage applicable for him/her, the employee shall pay one hundred (100) percent of the premium cost.

4. Dental

a. DeltaPremier Dental Plan

The Board shall pay an amount equivalent to eighty (80%) percent of the premium cost on the individual DeltaPremier

Dental Plan with riders. The employee shall have the choice of individual, two-person or family coverage and shall assume the premium costs above the Board's payment.

b. Delta Preferred Dental Plan

The Board shall pay an amount equivalent to eighty percent (80%) of the premium on the individual DeltaPreferred Dental Plan. The employee shall have the choice of individual, two-person or family coverage and shall assume the premium cost above the Board's payment.

- 8.4 The Board shall make an IRS Section 125 plan available to the employee making premium contributions for insurance benefits under Section 8.3 of the Agreement.

The Board shall make available on an optional basis a Section 125 Flexible Spending Account for Accident and Health Insurance (IRC Sections 129) and Dependent Care Account. Those employees who utilize this option will assume the actual administrative costs for these Accounts.

8.5 Change of Insurance Carrier

The Board may change insurance carrier(s) provided that the benefits, coverage, and administration of the new plan is substantially equal to the benefits, coverage, and administration of the current plan. Any such change shall be made in accordance with the following procedure: Except as such change may be made by mutual agreement of the parties, the Board shall notify the Association at least ninety (90) days prior to the implementation of any change in carrier(s), including a copy of the proposed new insurance plan. If the Association agrees to such change, it shall notify the Board in writing within forty-five (45) days of such notification. If the Association objects to such change, it shall notify the Board in writing within forty-five (45) days of such notification, and it shall submit the matter to impartial arbitration in writing in accordance with Level Four of the Grievance procedure within ten (10) days of providing such notification. The Board shall not implement the insurance change until the arbitration decision is rendered, and then only consistent with, and to the degree permitted by, the arbitration award.

- 8.6 When an employee retires under the State Teacher Retirement System, he/she may participate in the hospitalization, medical/surgical and major medical programs at levels of coverage as close to those which apply for active employees that prevailing group rates will allow. Such retired employee shall pay one hundred percent (100%) of the premium cost. If the retired employee is eligible for Medicare, the employee will be required to enroll in Medicare Part A and Part B, and payment of the Medicare premium is the responsibility of the retired employee. The Board insurance plan will

provide coverage in accordance with its terms for any such services not covered under Medicare.

- 8.7 Excise Tax. The Patient Protection and Affordable Care Act (“PPACA”; Public Law 111-48) has set forth and codified under the Internal Revenue Code §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will re-open the “Insurance” Article, Article VIII, for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE IX

PROMOTIONS

9.1 Promotions

- A. Whenever the Board declares a vacancy in an administrative or supervisory position covered under the supervisory and administrative salary schedules attached hereto, such vacancy shall be announced. During the school year such announcement shall be posted in the Staff Bulletin as far in advance as possible, and at least fifteen (15) school days in advance of the appointment and a job description or statement of qualifications to the extent available may be obtained in the Human Resources Office. During the summer such announcement shall be posted in the Human Resources Office and any employee who annually, by June 1, states in writing to the Director of Human Resources that he/she wishes to be notified of such announcements and provides a current address shall be notified by mail as far in advance as possible and at least fifteen (15) days in advance of the appointment, and a job description or statement of qualifications to the extent available may be obtained in the Human Resources Office. For purposes of this Article, reference to written notification of any type shall include email notification.
- B. Current employment in the West Hartford school system shall be a factor in consideration for promotion.

ARTICLE X

NO STRIKE PROVISION

- 10.1 The Association agrees that it will not call, authorize, instigate, sanction or condone any strike, slow-down or stoppage of work against the West Hartford Board of Education during the period of this Agreement or any extension thereof.

ARTICLE XI

FORCED STAFF REDUCTION AND RECALL

11.1 Forced Staff Reduction

Forced staff reduction occurs when the total number of full-time positions in the bargaining unit or fraction thereof established and budgeted by the Board of Education from funds appropriated by the Town or other sources is less than the total number of full-time equivalent employees qualified and available for placement in these positions.

Forced staff reduction can result in dismissal from employment or displacement from the bargaining unit. In such cases, the following procedure shall apply:

- A. An administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening, if one exists, in his/her classification for which he/she is certified and qualified.
- B. If there is no existing administrative opening in his/her classification, the displaced administrator shall be assigned to the position held by the administrator who has the least seniority in his/her present classification, provided he/she is certified and qualified for the position, who in turn shall be the displaced administrator.
- C. If there is no existing administrative opening in his/her classification and the displaced administrator has the least seniority in his/her present classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified, provided, however, that such appointment shall not be to a higher classification.
- D. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and he/she is not assigned to another administrative position in accordance with the procedures above, he/she will be offered a teaching position subject to the Reduction in Force provision of the Agreement

between the West Hartford Board of Education and the West Hartford Education Association.

- E. If an administrator is reassigned to a teaching position in accordance with this procedure, he/she will be given experience credit on the salary schedule of the Agreement between the Board of Education and the West Hartford Education Association for his/her administrative and teaching experience with the Board and shall retain all accumulated sick leave, provided that such salary schedule credit and sick leave accumulation does not violate the terms of said Agreement or pertinent state statutes.
- F. An administrator who has been displaced from the unit or whose employment was terminated under this procedure shall be placed on a reappointment list for two (2) years. An administrator on the reappointment list shall be recalled to a vacant position in his/her previous classification or to a position in a lower classification, provided that he/she is certified and qualified for the vacant position. If a reappointment is offered consistent with the above and is not accepted by the administrator within fifteen days of said offer, he/she shall be removed from the reappointment list, and the Board shall have no further obligations under this Article.
- G. For purposes of this procedure, administrative classifications shall be as follows:
 - 1. Director of Pupil Services
 - 2. High School Principal
 - 3. Middle School Principal
Director of Elementary Education
Director of Secondary Education
 - 4. Elementary School Principal
 - 5. Director of Continuing Education
High School Assistant Principal
 - 6. Middle School Assistant Principal
 - 7. Department Supervisor
- H. The determination of whether an administrator is qualified for a specific position shall be the responsibility of the Superintendent, provided that he/she does not exercise that responsibility in an arbitrary or capricious manner. In making that determination, the Superintendent may consider such factors of professional certification, training and experience as he/she deems relevant to

the position in question, including but not limited to whether the administrator has previous experience in such a position.

- I. Decisions resulting in termination of employment are not subject to the grievance procedure, but shall be subject to review under Conn. Gen. Stat. Section 10-151. Decisions resulting in displacement from bargaining unit shall be subject to the grievance procedure.
- J. In the event an administrator is displaced to an administrative classification or teaching position with a salary schedule lower than that which the displaced administrator previously received, his or her salary (less \$1,000) shall be maintained for one year, after which time his or her salary shall revert to the salary for the position. The Board may assign additional time up to the work year of the previous position.
- K. No administrator shall be suspended or demoted except for just cause.
- L. For purposes of this Article, "seniority" as used herein, shall mean the total number of years of administrative service in the West Hartford School district, not the number of years of service in one's present classification. For purposes of this article, an "opening" shall be deemed to exist in any position occupied by a consultant, retiree, DSAP person (teacher or administrator holiday a Durational Shortage Area Permit), temporary assignee, or acting appointee.

ARTICLE XII

COLLECTION OF MONEY

- 12.1 In any instance where the Board shall assign to an administrator a duty to collect money from students for any purpose, the Board shall in the event of loss or theft of the money, save the administrator harmless from any claim arising from such loss or theft, unless such loss or theft shall result from negligence, malfeasance, or malfeasance of the administrator.

ARTICLE XIII

EVALUATION WORKLOAD

The Administration shall make every effort to annually provide for an equitable distribution of certified and non-certified formal evaluations.

ARTICLE XIV

TUITION REIMBURSEMENT

- 14.1 The Board will expend up to \$10,000 annually to reimburse administrators up to \$1,000 per year for courses as approved in advance. Requests for reimbursement will be submitted by December 1st of the fiscal year in which the course is taken. After December 1st, administrators shall be informed of the amount they will receive for reimbursement, which shall not exceed the cost of the course taken as well as how many requests for reimbursement there are. If applications exceed the monies available, the monies will be divided equally by the number of applicants still ensuring the amount of reimbursement does not exceed the cost of the course. Remittance of reimbursement will be made after December 15th for any course that has been completed.
- 14.2 Administrators shall be eligible for tuition reimbursement as set forth in this Article, provided that (a) they have been employed by the Board as an administrator for at least two (2) full school years; (b) they agree to remain employed by the Board for at least one (1) full school year following the payment of any such reimbursement; and (c) they actually remain employed by the Board for at least one (1) full school year following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such an administrator separates from employment by the Board prior to the expiration of the one (1) year period following the payment of any such reimbursement (other than involuntary separation initiated by the Board), the administrator shall be required to repay to the Board the full amount of any such reimbursement paid by the Board at the time of such separation.

ARTICLE XV

DURATION

- 15.1 This Agreement constitutes the full and complete agreement between the parties on all subjects of negotiation. Except as provided in Article VIII, neither party shall be required to negotiate on any subject whether it is covered or not covered in this Agreement; provided, this requirement shall not be construed to waive the

Association's rights under the Board-Teacher negotiations statute to negotiate changes that the Board proposes concerning mandatory subjects of negotiation.

- 15.2 The provisions of this Agreement shall remain in full force and effect from July 1, 2017 through June 30, 2020.

ARTICLE XVI

SAVINGS CLAUSE

- 16.1 If any provision or any portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of the Agreement shall remain in full force and effect.
- 16.2 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly authorized and executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives on this 26th day of JANUARY 2017 2017.

WEST HARTFORD BOARD OF EDUCATION

By 
Its Chairperson

WEST HARTFORD ADMINISTRATORS' ASSOCIATION

By 
President

APPENDIX A-1

WEST HARTFORD BOARD OF EDUCATION
Description of Insurance Benefits

ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT
PREFERRED PROVIDER PLAN (PPO)
SCHEDULE OF BENEFITS

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Coinsurance	Not Applicable	20% after deductible up to
Out of Network Out of Pocket Maximum (individual/aggregate family)	\$4,000/\$8,000	
Lifetime Maximum	Unlimited	\$1,000,000

PREVENTIVE CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Up to Out of Pocket Max Member pays:
Well child care	\$0, Deductible waived	20%
Periodic, routine health examinations	\$0, Deductible waived	20%
Vision	\$0, Deductible waived	20%
Routine OB/GYN visits	\$0, Deductible waived	20%
Mammography	\$0, Deductible waived	20%
Hearing screening	\$0, Deductible waived	20%

MEDICAL CARE		
Office visits	100% Once Deductible Met	20%
Outpatient mental health & substance abuse	100% Once Deductible Met	20%
OB/GYN care	100% Once Deductible Met	20%
Maternity care	100% Once Deductible Met	20%
Diagnostic lab and x-ray	100% Once Deductible Met	20%
Allergy services	100% Once Deductible Met	20%
PT/OT/ST/Chiro	100% Once Deductible Met	20%
Office Surgery	100% Once Deductible Met	20%
Ancillary Services Medical Supplies	100% Once Deductible Met	20%
Psychiatric	100% Once Deductible Met	20%

	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Up to Out of Pocket Max Member pays:
PREVENTATIVE CARE		
Durable medical equipment/Prosthetic devices	100% Once Deductible Met	20%
Infertility services	100% Once Deductible Met	20%
Home health care	100% Once Deductible Met	20%
Prescription drugs	100% Once Deductible Met	20%

	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Up to Out of Pocket Max Member pays:
HOSPITAL CARE		
Hospital Admission	100% Once Deductible Met	20%
Inpatient Medical Services	100% Once Deductible Met	20%
Inpatient mental health & substance abuse/detox	100% Once Deductible Met	20%
Skilled nursing facility/Hospice	100% Once Deductible Met	20%
Rehabilitative services	100% Once Deductible Met	20%
Outpatient surgery	100% Once Deductible Met	20%
Surgery Fees	100% Once Deductible Met	20%

	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
EMERGENCY CARE		
Urgent care	100% Once Deductible Met	20%
Emergency care	100% Once Deductible Met	20%
Ambulance	100% Once Deductible Met	20%

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ◇ 6 exams, birth to age 1
- ◇ 6 exams, ages 1 - 5
- ◇ 1 exam every 2 years, ages 6 - 10
- ◇ 1 exam every year, ages 11 - 21

Mammography

- ◇ 1 baseline screening, ages 35-39
- ◇ 1 screening per year, ages 40+
- ◇ Additional exams when medically necessary

Adult Exams

- ◇ 1 exam every 5 years, ages 22-29
- ◇ 1 exam every 3 years, ages 30-39
- ◇ 1 exam every 2 years, ages 40-49
- ◇ 1 exam every year, ages 50+

Vision Exams: 1 exam every 2 calendar years

Hearing Exams: 1 exam every 2 calendar years

OB/GYN Exams: 1 exam per calendar year

APPENDIX A-2(a)

**West Hartford Board of Education
DeltaPremier**

Calendar Year Deductible	
• Per Person	\$0
• Family Aggregate Maximum	\$0
Calendar Year Deductible	
• Per Person	\$50
• Family Aggregate Maximum	\$150
Preventive & Diagnostic (No Deductible)	100%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)	
• Fluoride Treatment (For children to age 19)	
• Sealants (To age 16) & Space Maintainers	
Remaining Basic (No Deductible After Deductible)	100%
• Fillings, Extractions, Root Canals (Endodontics)	
• Periodontal, Oral Surgery	
• Repair of Dentures & Removable Prosthetics	
Crowns & Prosthodontics (No Deductible; After Deductible)	50%
• Bridgework, Full & Partial Dentures	
• Crowns & Gold Restorations	
• TMJ	60%
Calendar Year Maximum (Per Person)	\$1,500
Periodontal Calendar Year Maximum (Per Person)	\$500
Orthodontia (Adult & Dependent Children)	
• Coinsurance	60%
• Lifetime Maximum	\$600

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)

Delta Dental has over 2,200 participating dentists in Connecticut and 107,000 participating dentists nationwide. You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta participating dentist.

If you do not have a dentist, your plan administrator has a directory listing participating dentists. To get a current listing of participating dentists in any area, call 1-800 DELTA OK (1-800-335-8265) and provide your zip code to the representative. A directory will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

Claim questions and other information needs should be directed to Delta's benefits services department at 1-800-452-9310.

APPENDIX A-2(b)

**West Hartford Board of Education
DeltaPreferred**

	<u>If an in-network DeltaPreferred Provider is used</u>	<u>Out-of-Network</u>
Calendar Year Deductible	N/A	\$100
• Per Person		
Preventive & Diagnostic (No Deductible)	100%	50%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)		
• Fluoride Treatment (For children to age 19)		
Remaining Basic (Deductible Applies to Out of Network Only)	80%	50%
• Fillings, Extractions & Root Canals (Endodontics)		
• Periodontal & Oral Surgery		
• Sealants (To age 16)		
Crowns & Prosthodontics (Deductible Applies to Out-of-Network only)	60%	50%
• Crowns & Gold Restorations		
• Repair of Dentures & Removable Prosthodontics		
• Bridgework, Full & Partial Dentures		
Calendar Year Maximum (Per Person)	Unlimited	\$500
Orthodontia (Adults & Dependent Children)		
• Coinsurance	50%	N/A
• Lifetime Maximum	\$3,000	N/A

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)

Delta Dental has over 44,000 participating Preferred dentists nationwide. You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Preferred participating dentist.

Out of Network claims will be reimbursed based on the above out of network plan design, at a significantly reduced fee level. Significant balance billing to the patient will occur when an out of network provider is used.

If you do not have a dentist, your plan administrator has a directory listing participating dentists. To get a current listing of participating dentists in any area, call 1-800 DELTA OK (1-800-335-8265) and provide your zip code to the representative. A directory will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

Claim questions and other information needs should be directed to Delta's benefits services department at 1-800-452-9310.

APPENDIX B-1

SALARY SCHEDULE

2017-2018

STEP	Director of Pupil Services & High School Principal	Middle School Principal & Directors of Elementary & Secondary Education	Elementary School Principal	Director of Continuing Education & High School Assistant Principal	Middle School Assistant Principal	Department Supervisor	Pupil Services Department Supervisor
1	\$146,911	\$140,772	\$135,995	\$130,996	\$128,583	\$115,392	\$118,276
2	\$149,537	\$143,286	\$138,442	\$133,317	\$130,864	\$117,406	\$120,342
3	\$152,168	\$145,801	\$140,874	\$135,635	\$133,142	\$119,409	\$122,397
4	\$154,794	\$148,313	\$143,304	\$137,957	\$135,420	\$121,425	\$124,461
5	\$158,993	\$152,388	\$147,287	\$141,837	\$139,259	\$125,032	\$128,158

Note: Salaries include equity adjustments of 0.83% for Director of Pupil Services & High School Principal and 0.27% for Middle School Principals, Directors of Elementary & Secondary Education and Elementary School Principal.

Every member of the Association who holds a Doctorate shall receive \$2,500 added to his/her base pay each year. For members who receive a Doctorate during the school year, this salary adjustment will be prorated.

Annuity:

2017-2018

\$3,600 for building principals and directors of pupil services and teaching & assessment
 \$3,100 for assistant principals and director of continuing education
 \$2,400 for department supervisors

APPENDIX B-2

SALARY SCHEDULE

2018-2019

STEP	Director of Pupil Services & High School Principal	Middle School Principal & Directors of Elementary & Secondary Education	Elementary School Principal	Director of Continuing Education & High School Assistant Principal	Middle School Assistant Principal	Department Supervisor	Pupil Services Department Supervisor
1	\$151,069	\$143,968	\$139,082	\$133,616	\$131,155	\$117,700	\$120,642
2	\$153,769	\$146,539	\$141,585	\$135,983	\$133,481	\$119,754	\$122,749
3	\$156,474	\$149,111	\$144,072	\$138,348	\$135,805	\$121,797	\$124,845
4	\$159,175	\$151,680	\$146,557	\$140,716	\$138,128	\$123,854	\$126,950
5	\$163,493	\$155,847	\$150,630	\$144,674	\$142,044	\$127,533	\$130,721

Note: Salaries include equity adjustments of 0.83% for Director of Pupil Services & High School Principal and 0.27% for Middle School Principals, Directors of Elementary & Secondary Education and Elementary School Principal.

Every member of the Association who holds a Doctorate shall receive \$2,500 added to his/her base pay each year. For members who receive a Doctorate during the school year, this salary adjustment will be prorated.

Annuity

2018-2019:

\$3,700 for building principals and directors of pupil services and teaching & assessment
 \$3,200 for assistant principals and director of continuing education
 \$2,500 for department supervisors

APPENDIX B-3

SALARY SCHEDULE

2019-2020

STEP	Director of Pupil Services & High School Principal	Middle School Principal & Directors of Elementary & Secondary Education	Elementary School Principal	Director of Continuing Education & High School Assistant Principal	Middle School Assistant Principal	Department Supervisor	Pupil Services Department Supervisor
1	\$154,272	\$147,020	\$142,031	\$136,449	\$133,935	\$120,195	\$123,200
2	\$157,029	\$149,646	\$144,587	\$138,866	\$136,311	\$122,293	\$125,351
3	\$159,791	\$152,272	\$147,126	\$141,281	\$138,684	\$124,379	\$127,492
4	\$162,550	\$154,896	\$149,664	\$143,699	\$141,056	\$126,480	\$129,641
5	\$166,959	\$159,151	\$153,823	\$147,741	\$145,055	\$130,237	\$133,492

Every member of the Association who holds a Doctorate shall receive \$2,500 added to his/her base pay each year. For members who receive a Doctorate during the school year, this salary adjustment will be prorated.

Annuity:

2019-2020:

- \$3,800 for building principals and directors of pupil services and teaching & assessment
- \$3,300 for assistant principals and director of continuing education
- \$2,600 for department supervisors

APPENDIX C-1

TYPE OR PRINT

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

(To be completed by aggrieved person.)

NAME OF GRIEVANT _____ DATE OF FORMAL PRESENTATION _____

NAME OF GROUP GRIEVANT _____

SCHOOL _____ APPROPRIATE ADMINISTRATOR _____

NAME OF ASSOCIATION REPRESENTATIVE _____

STATEMENT OF GRIEVANCE: (Statement of facts or statement of action taken or refused which employee claims is unfair.)

REFERENCE TO AGREEMENT OR SCHOOL CODE:

REMEDY REQUESTED:

(Signature of Aggrieved or President of Association)

APPENDIX C-2

TYPE OR PRINT

GRIEVANCE FORM B

LEVEL ONE DECISION

(To be completed by appropriate administrator, within one calendar week of formal grievance presentation.)

AGGRIEVED PERSON _____ DATE OF FORMAL GRIEVANCE PRESENTATION _____

SCHOOL _____ ADMINISTRATOR _____

DECISION OF ADMINISTRATOR AND REASONS THEREFOR:

DATE OF DECISION _____

(Signature of Administrator)

AGGRIEVED PERSON'S RESPONSE: (To be received by Superintendent within two calendar weeks following formal grievance presentation.)

- I accept the above decision of administrator.
- I hereby appeal the above decision to level Two. (Board level)
(Please attach copy of Grievance Form A.)

DATE OF RESPONSE _____

(Signature of Aggrieved or President of Association)

APPENDIX C-3

TYPE OR PRINT

GRIEVANCE FORM C

LEVEL TWO DECISION

BOARD RESPONSE: (To be completed by Board of Education Chairman within two calendar weeks following conclusion of Board hearing with aggrieved; Board hearing to be held within two calendar weeks following receipt of appeal.)

AGGRIEVED PERSON: _____

DATE APPEAL RECEIVED BY BOARD OF EDUCATION: _____ DATE HEARING HELD BY BOARD OF EDUCATION: _____

DECISION OF BOARD OF EDUCATION AND REASONS THEREFOR:

DATE OF DECISION _____

(Signature of Board Chairman or Designee)

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within two calendar weeks of decision.)

- I accept the above decision of the Board of Education.
- I hereby request that the Association submit this grievance to:

- ___ Advisory Arbitration
- ___ Binding Arbitration

DATE OF RESPONSE _____

APPENDIX D

WEST HARTFORD PUBLIC SCHOOLS
West Hartford, Connecticut

SABBATICAL LEAVE CONTRACT

I hereby agree, upon the completion of my sabbatical leave dated from _____, _____ to _____, _____, to return to an assignment in the West Hartford Public Schools for a period of at least two years.

It is my understanding that should I not perform this agreement, I shall repay to the Board of Education a sum bearing the same ratio to the amount of salary received while on leave of absence that the unfulfilled portion of the two subsequent years' service bears to the two full years. I further understand that I shall be released from this commitment should my failure to meet this contract result from illness, disability, death, or involuntary release from the position by the Board of Education.

It is also my understanding that this contract shall in no way preclude the right of the Board of Education to terminate my employment for reason of elimination of position resulting from reduction in staff in accordance with Article XI of the Agreement between the Board and the WHAA. In such case, this contract shall become null and void.

Date

Signature of Staff Member

Date

Signature of Superintendent of Schools

Witness this _____ day of _____

Signature of Notary Public

(Seal)

Commission expires _____

MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the West Hartford Board of Education and the West Hartford Administrators' Association reached the following additional agreements:

1. Administrators who work 220 days shall report to work at the regular time on days on which schools are closed but offices are open.
2. Eligibility for Insurance benefits under Section 8.1 (50% or greater) will be based on all certified service for the Board.
3. Members of the unit may apply to be considered for appointment to summer school and continuing education positions.
4. Section 4.3 of this Agreement is subject to the following conditions: (1) The Board may request such negotiations no more than once in any contract year; (2) Insofar as such negotiations concern changes to the Agreement, such negotiations shall be limited to only those provisions which directly concern staffing patterns, workload, employment year and employment day. All other provisions of the Agreement are exempt from this section; (3) Before assigning any unit member to work in a program with a modified staffing pattern, workload, employment year and/or employment day, the Board shall make every reasonable effort to obtain suitably qualified volunteers. Before the Board may involuntarily transfer or assign a unit member into such a program, the Board must give due consideration to any hardships which the unit member raises concerning such transfer or assignment. Hardships which may exempt a unit member shall include, but are not limited to: family child rearing responsibilities, family eldercare, attendance at higher education courses necessary for certification and/or salary lane advancement, etc.; (4) Articles 2, 3, 5, 6, 7, 8, 9 and 11 shall not be affected by Section 4.3 of the contract.

MEMORANDUM OF AGREEMENT

Whereas the Town of West Hartford, the State of Connecticut and the entire nation confront a grave economic crisis, and

Whereas the West Hartford Board of Education and the West Hartford Administrators' Association wish to join together in an agreement to reduce costs to the taxpayers of the Town of West Hartford and to preserve the related quality of education in the West Hartford Public Schools,

Now therefore, the West Hartford Board of Education and the West Hartford Administrators' Association hereby agree to amend the collective bargaining agreement to be effective July 1, 2009 as follows:

1. The current collective bargaining agreement shall be extended for one year, including maintaining the 2008-2009 salary schedule in place for 2009-2010. Unit members not at maximum will not move a step on the salary schedule in 2009-2010, but rather will remain on the same step in 2009-2010 as they were on in 2008-2009. All positions allocated for 2008-09 shall remain in place for 2009-10. All other provisions applicable in 2008-09 shall remain for 2009-10.
2. The previously-negotiated collective bargaining agreement for 2007-2010 shall be extended by one year, with the result that the contract shall be for the period 2007-2011. As to salary, the salary schedule for 2010-2011 shall be amended to be the same as the salary schedule previously negotiated for 2009-2010. Unit members not at maximum shall move one step in 2010-2011 over their step placement in 2009-2010. All other provisions applicable in 2009-10 shall remain for 2010-11.
3. The Board of Education shall create a list of the administrators employed when this Agreement is executed, and such list shall document the amount of difference between the salary that they will receive in 2009-2010 in accordance with this Agreement and the salary that they would otherwise have received in 2009-2010 in accordance with the previously-negotiated collective bargaining agreement. Upon retirement, those administrators shall receive the amount so calculated. Deductions for the Teacher Retirement Board for 2009-10 shall be computed on the amount of salary administrators would otherwise have received in 2009-10 in accordance with the previously-negotiated collective bargaining agreement.
4. Given that this Agreement extends the contract term, upon ratification by both parties, it shall be filed with the Town Clerk in accordance with Connecticut General Statutes, Section 10-153d. Should the Town Council reject this Agreement in accordance with said statute, this Agreement shall be null and void, and the previously-negotiated collective bargaining agreement shall be implemented.

5. As a condition subsequent to this Agreement, the Board shall assure that it funds at least the same number of administrative positions for the year 2009-10 in its current configuration as 2008-09.
6. This Agreement is subject to ratification by the membership of the West Hartford Administrators' Association and by the West Hartford Board of Education. Should it not be ratified by either party, it shall be null and void, and collective bargaining agreement for the period July 1, 2017 through June 30, 2020 shall be effective as previously negotiated.

In witness whereof, the parties have caused their duly-authorized representatives to execute this Agreement this 19th day of JANUARY 2017.

WEST HARTFORD BOARD OF
EDUCATION

By 

WEST HARTFORD ADMINISTRATORS'
ASSOCIATION

By 

MEMORANDUM OF AGREEMENT

In the recently concluded negotiations between the West Hartford Board of Education and the West Hartford Administrators' Association the parties agreed as follows:

Retired administrators who enroll in Medicare will not be penalized should their doctor not participate in the Medicare system. When a doctor refuses to accept Medicare the Board's medical plan will cover such claim subject to the normal terms and conditions of the medical plan. The claim will not be denied due to the doctor's refusal to participate in Medicare.