

Christine Clark

TOWN COUNCIL AGENDA
CONNECTICUT INTERNATIONAL BACCALAUREATE ACADEMY
LECTURE HALL, Room 108
857 FORBES STREET
EAST HARTFORD, CONNECTICUT
JULY 17, 2012

2012 JUL 12 A 8:35
TOWN CLERK
EAST HARTFORD

7:15 P.M. Executive Session/Vincent

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Announcement of Exit Locations (C.G.S. § 29-381)

Pledge of Allegiance 7:30 p.m.

1. CALL TO ORDER

Appointment of Esther Clarke to the Town Council

2. AMENDMENTS TO AGENDA

3. RECOGNITIONS AND AWARDS

- A. Beautification Commission: June 2012 Awards:
 - 1. Residential – The Bjorklund Family, 78 Temple Drive
 - 2. Business – Associated Security Corporation, 16 Pitkin Street

4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

- A. Other Elected Officials
- B. Other Residents
- C. Mayor

5. APPROVAL OF MINUTES

- A. June 19, 2012 Executive Session/ McFini
- B. June 19, 2012 Regular Meeting
- C. June 28, 2012 Special Joint Meeting/ East Hartford Housing Authority

6. COMMUNICATIONS AND PETITIONS

7. OLD BUSINESS

- A. Rescission of Motion re: Town Capital Reserve Fund Balance Redesignation re: 40 Saunders Street (June 19, 2012 Town Council meeting)

8. NEW BUSINESS

- A. Historic Document Preservation Grant
- B. State of Connecticut Office of Policy and Management re: Intertown Capital Equipment (ICE) Purchase Incentive Grant Program
- C. Appointment to Patriotic Commission: Joan Ross; term to expire December 2015
- D. Appointment to Fine Arts Commission: Valerie Scheer; term to expire December 2014
- E. Refund of Taxes
- F. Setting a Public Hearing Date of Tuesday, August 7, 2012 @ 7PM in Town Council Chambers re:
 - 1. The Appropriation of \$10,000,000 for the Planning, Design, Construction and Reconstruction of Town Roads and Parking Lots; and

2. The Appropriation of \$5,700,000 for Window Wall Replacement at the East Hartford Middle School
- G. 2013-2016 Collective Bargaining Agreement between the East Hartford Board of Education and the East Hartford Education Association
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Property Damage Claim: Glenn Vincent vs. Town of East Hartford
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: August 7, 2012)

EAST HARTFORD REPUBLICAN TOWN COMMITTEE

July 10, 2012

rkehoe@easthartfordct.gov

Richard F Kehoe

Chair, East Hartford

Town Council

740 Main St

East Hartford CT 06108

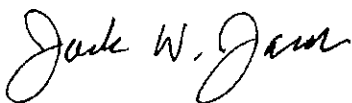
RE: EAST HARTFORD TOWN COUNCIL

Dear Chairman Kehoe,

At a regularly scheduled meeting of the East Hartford Republican Town Committee on July 9, 2012, **ESTHER B. CLARKE** of 197 Langford Lane was elected to be our recommendation to fill the Republican vacancy on the East Hartford Town Council created by the resignation of Bob Damaschi, Sr.

Esther's telephone number and email address are:
860/568-7820; chcebc@att.net

Thank you very much for your consideration.



Jack W. Jacobs

Chair, EHRTC

jackwjacobs@sbcglobal.net

860/983-4104

cc: Esther B Clarke
Mayor Marcia Leclerc
Robert Pasek
Angela M. Attenello

Robert J. Paek

2012 JUN 25 P 3:49

TOWN COUNCIL MAJORITY OFFICE

JUNE 19, 2012

TOWN CLERK
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Majority Leader Barbara-Ann Rossi, Minority Leader Eric A. Thompson, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, and Patricia Harmon

ABSENT Vice Chair William P. Horan, Jr.

ALSO Scott Chadwick, Corporation Counsel
PRESENT Alan Dembiczak, Attorney, Howd & Ludorf, LLC

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:03 p.m.

MOTION By Barbara Rossi
seconded by Eric Thompson
to **go into** Executive Session to discuss the case of Tombari McFini vs. Town of East Hartford, East Hartford Police Department, et al.
Motion carried 7/0.

MOTION By Barbara Rossi
seconded by Eric Thompson
to **go back to** Regular Session.
Motion carried 7/0.

ADJOURNMENT

MOTION By Barbara Rossi
seconded by Eric Thompson
to **adjourn** (7:15 p.m.)
Motion carried 7/0.

Attest

Richard F. Kehoe

Richard F. Kehoe
Town Council Chair

Robert J. Peck

EAST HARTFORD TOWN COUNCIL

2012 JUN 25 P 3:49

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

JUNE 19, 2012

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader Barbara-Ann Rossi, Minority Leader Eric A. Thompson, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, and Patricia Harmon

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:50 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

RECOGNITIONS AND AWARDS

East Hartford High School: 2012 "Top Twenty" Students

Chair Kehoe read the following resolution into the minutes:

WHEREAS, Matthew Ryan, Principal of East Hartford High School, has announced the names of the "Top 20 Students" in the Class of 2012 - the 126th graduating class in the history of East Hartford High School; and

WHEREAS, inclusion in this elite group of scholars is the result of four years of consistent exceptional work and dedication to studies; and

WHEREAS, special honors and awards have been bestowed on the members of the "Top 20", and the support and guidance of parents, family and teachers must also be recognized and commended; and

NOW, THEREFORE, BE IT RESOLVED:

That the Town Council of the Town of East Hartford hereby acknowledges the academic excellence and selection as a "Top Twenty" student of

Elizabeth Arpin	Darcy Buceivicius	Nolan Callahan	Saqib Charlwala
Omayra Diaz	Joshua Dillon	Minh Do	Chanon Gelly
Amber Helm	Taylor Kenyon	Deaneira Lakheram	Kimloan Le
Casey Mayfield	Haeley Mulholland	Ankur Patel	Shyam Patel
Paul Sundman	Moriah Thibodeau	Ryan Wallace	Erin Walsh

and extends its congratulations for this outstanding achievement and, with the entire East Hartford community, wishes for continued personal success.

LET IT FURTHER BE KNOWN: That Mayor Marcia A. Leclerc joins the Town Council in this affirmation of tribute and honor.

Mayor Leclerc, Jeffrey Currey, East Hartford Board of Education Chair, and Chair Kehoe presented the students with this award. The entire Council joined with the Mayor in congratulating the Top Twenty and their parents for this prestigious achievement.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mary Hill, 53 King Court, thanked the Mayor, the East Hartford Police Department and the Town Council for their helpfulness to residents during the tactical training sessions recently held at King Court. Additionally, Ms. Hill indicated that Public Act 11-203 "An Act Concerning the Selection of Tenant Commissioners" which was effective October 2011 entitles housing authority residents to elect their own tenant commissioner and, accordingly, King Court residents will petition for such an election.

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) thanked the Chair for scheduling a joint meeting with the East Hartford Housing Authority on June 28th; (2) suggested that there be better access to the minutes of the Housing Authority and believes that both the agenda and the minutes be posted on-line; (3) stated that there must be a new agreement between HUD and the Housing Authority since indications are that King Court will not be sold; (4) would like to know what process was used for rehiring Attorney Alexander who is the East Hartford Housing Authority's legal counsel; (5) asked that union contract negotiations be open to the public through special meetings and public forums; (6) is surprised that the union contract for most town hall employees has not been settled yet; (7) strongly urges the Council not to refer the Improve East Hartford program to the town's Planning and Zoning Commission until a public hearing is called.

Peter Gero, 132 Sandra Drive, is concerned about the cost to the taxpayers to provide a police presence during the Coca-Cola strike. Additionally, Mr. Gero spoke against certain provisions of Senate Bill 22, which appears to give the city of Hartford control over East Hartford's redevelopment plan.

Steve Strange, 40 Maplewood Avenue, believes that there should be better communication between the town's elected officials and the public.

Frank Kucza, 87 Greenlawn Street, believes that the current Improve East Hartford program should be rewritten because it will not address blight issues in town.

Bill Brown, 877 Burnside Avenue, president of Eastwood Condominiums, noted that the revised Improve East Hartford program does incorporate some of the public's comments made at recent meetings, but is still concerned about the issue of eminent domain. Also, Mr. Brown believes that this program does not benefit condominium owners.

Michael Vengruskas, 517 Hills Street, believes that development in town is at a stand-still. Also, Mr. Vengruskas does not agree with the Improve East Hartford program and asked that the Council not refer it to the Planning and Zoning Commission.

Daniel Alves, 155 Harvest Lane, who owns a house on Burnside Avenue, does not believe that the Improve East Hartford program will be an effective solution to the town's blight issue.

Donald Sugalski, 1736 Main Street, suggested that the Town Council incorporate term limits for those who serve on the town's Boards and Commissions.

Mayor Leclerc (1) will give the Council an overview on the proposed bond referendum for road reconstruction and the East Hartford Middle School window walls replacement; (2) thanked the Council for their cooperation and input on the Improve East Hartford program;

and (3) stated that with the year-end budget transfers, the town will finish the fiscal year with a balanced budget.

APPROVAL OF MINUTES

June 5, 2012 Public Hearing/Improve East Hartford Program

MOTION By Barbara Rossi
seconded by Pat Harmon
to **approve** the minutes of the June 5, 2012 Public Hearing/Improve East Hartford Program, as corrected on June 11, 2012.
Motion carried 8/0.

June 5, 2012 Regular Meeting

MOTION By Barbara Rossi
seconded by Eric Thompson
to **approve** the minutes of the June 5, 2012 Regular Meeting.

MOTION By Ram Aberasturia
seconded by Bill Horan
to **approve** the June 5, 2012 regular minutes with the following correction:
Ram Aberasturia recognized the EHHS baseball team who defeated top-ranked Greenwich High School in the state ~~semi~~ **quarter**-finals.
Motion carried 8/0.

On call of the vote of the amended motion, motion carried 8/0.

COMMUNICATIONS AND PETITIONS

East Hartford Art League: Spring Art Fest Awards – 2012

Chair Kehoe announced the recipients of this year's Spring Art Fest awards and urged all to view the work of these talented artists on display at Raymond Library:

Purchase Award - Diana Lynn Cote for Oil Painting, "Lucy Vincent Beach"; Mayor's Award - Neil Lefebvre for acrylic artwork, seven paintings in all; Blackstone Best in Show Award - Lorraine Adams Power for Oil Painting, "Observation Deck at Labor Field"; Reed Family Award - Ned Lomerson for Oil Painting, "Colt Dome"; Art League Award – Marilyn Pet for Oil Painting, "Eye Medicine"; Art League Award – Heather Kozikis, "Vision in Pink"; Discount Trophy Award – Jane W. Bradley, "Indian Corn"; Anderson Jeweler Award - Mary Guasta for Oil Painting, "On Silver Lane"

2012 Bond Referendum

Road Improvement Program:

Denise Horan, Town Engineer, gave the Council an overview of the proposed roads that will be on the spring 2013 schedule for improvement if the bond referendum is passed in

November 2012. The bond issues of 2003, 2006, 2008 and 2010 placed an emphasis on upgrading and rehabilitating main and arterial roadways in town. With many of those roads having been addressed, the focus is now on local and residential streets. Ms. Horan explained that the road program has three components: (1) monies allocated for the structural improvement of pavement; (2) minor maintenance which helps keep roads in good condition; and (3) setting aside monies for the local match associated with federal road funding opportunities. Ms. Horan stated that once the road program is completed in December 2012, approximately 29% of the town's roadway network will be resurfaced.

East Hartford Middle School Window Wall Replacement

Al Costa, Facilities Manager for the Board of Education, gave the Council a brief presentation on what the replacement of the Middle School's window walls entails. The Middle School building, which used to be the town's high school, was constructed in 1954, making the exterior window walls nearly 60 years old. The window walls are single pane glass, with an insulation value of R-1 which is extremely inefficient. The proposed replacement would remove the entire exterior wall system – the glass and the frames – and replacing it with a wall structure of metal studs, insulated cavities, a brick-faced veneer, and gypsum walls. That design would reduce the amount of glass surface by almost 50%, increasing the insulation value to R-27. This increase in efficiency would result in utility cost savings of approximately \$126,000.00 annually.

Michael Walsh, Finance Director, stated that if this bond referendum is approved in November, the East Hartford Middle School window wall replacement would classify as a "showcase project" that the town would submit to the U.S. Department of Energy under the Better Buildings challenge – which means a 20% reduction in energy costs by 2020. He indicated the project may qualify for energy grants or credits.

Mr. Walsh then reviewed the financial impact that both the road improvement program and the EHMS window wall replacement would have on the taxpayers.

NEW BUSINESS

End of Fiscal year 2011-2012

Interdepartmental Budget Transfers

MOTION By Barbara Rossi
 seconded by Linda Russo
 to **approve** the interdepartmental transfers for fiscal year 2011-2012 consistent with the transfers listed in a memorandum from Finance Director Michael Walsh to Mayor Marcia Leclerc dated June 19, 2012 totaling \$877,500 in transfers within the General Fund as follows:

General Fund To Account Number	Name	Amount
G2100-60110	Mayors' Office - Permanent Services	10,000
G2200-60110	Corp. Counsel – Permanent Services	52,000
G5204-60141	Police Operations – Overtime	100,000
G5316-60141	Fire Suppression – Overtime	700,000
G9400-60110	Social Services - Permanent Services	15,000
G9837-63130	Retirement Board – IME	500

0.59% TOTAL		877,500
General Fund From Acct Number	Name	Amount
G1100-63134	Town Council - Internal Audit	5,000
G1200-63221	Town Clerk - Printing	5,000
G1300-60135	Registrar of Voter - Election Officials	5,000
G2300-60110	Human Resources - Permanent Services	50,000
G2400-60110	Library - Permanent Services	20,000
G2950-60110	Grants - Permanent Services	25,000
G3300-60110	IT - Permanent Services	410,500
G6100-60110	Inspections - Permanent Services	15,000
G8100-60153	Park and Rec. - Rec. Leader	50,000
G9100-60110	Health - Permanent Services	30,000
G9510-66411	Debt - Interest (Town)	51,000
G9520-66411	Debt - Interest (BOE)	6,000
G9600-60201	Contingency - Reserve for Neg.	205,000
TOTAL		877,500

The funds being transferred are certified as available and unobligated.

Motion carried 8/0.

Supplemental Budget Appropriation & Fund Balance Transfer

MOTION By Barbara Rossi
seconded by Linda Russo
to adopt the following resolution:

A SUPPLEMENTAL BUDGET APPROPRIATION AND FUND BALANCE TRANSFER TO FUND YEAR-END DEFICITS IN THE MEDICAL RESERVE, THE OTHER POST EMPLOYMENT BENEFIT TRUST, AND THE GENERAL LIABILITY INSURANCE RESERVE FOR THE FISCAL YEAR ENDING JUNE 30, 2012

WHEREAS, the Town of East Hartford funds medical claim payments for active employees through the use of a Medical Reserve, and

WHEREAS, the Town of East Hartford funds medical claim payments for retired employees through the use of an Other Post Employment Benefit Trust, and

WHEREAS, the Town of East Hartford funds General Liability and Worker's Compensation Claims through the use of reserve funds, and

WHEREAS, due to higher activity in the Worker's Compensation and General Liability Reserves coupled with a high volume of medical claims for active and retired employees, it is necessary for the Town of East Hartford to set aside additional budget contributions to fund projected deficits in these accounts through June 30, 2012.

NOW THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$1,750,000 from the Town's Undesignated Fund Balance for the purpose of funding fiscal year 2011-2012 deficits as listed below and does hereby amend the current 2011-2012 fiscal year Operating Budget to reflect the addition of the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

G0320-55900	Fund Balance Appropriation	1,750,000
G3800-61461	Employee Benefits - Medical Reserve Contrib.	500,000
G3800-61466	Retiree Benefit Trust - Contrib.	500,000
G3900-61408	AL/GL Claims Reserve Contrib.	750,000

Funds certified as unobligated and available.

On call of the vote, motion carried 8/0.

Preliminary Year-end Financial Results

Michael Walsh, Finance Director, summarized the preliminary year-end financial results of the town. Fund balance sits at 7.6% of budget, which, in light of the economic situation, is still a fairly substantial fund balance.

Board of Education Capital Reserve Fund Deposit re: Goodwin & O'Connell School Roof

MOTION By Ram Aberasturia
seconded by Barbara Rossi
that, in accordance with Article 7 §10-38 of the Town of East Hartford Code of Ordinances, the Town Council approve the Board of Education's request to expend \$412,423 from the Board of Education's Capital Reserve Account for the purposes of partially funding roof repairs for the Goodwin and O'Connell School roofs.
Motion carried 8/0.

Town Capital Reserve Fund Balance Redesignation re: 40 Saunders Street

MOTION By Linda Russo
seconded by Barbara Rossi
that in accordance with Article 7 §10-35 of the Town of East Hartford Code of Ordinances, the Town Council approve the reallocation of \$53,353.69 within the town's Capital Reserve Fund for the purposes of completing the remediation and demolition of 40 Saunders Street.
Motion carried 9/0

The above motion will be rescinded at the July 17, 2012 Town Council meeting; address should be 40 Central Avenue.

Refund of Taxes

MOTION By Marc Weinberg
seconded by Eric Thompson
to refund taxes in the amount of \$ 448.89
pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2010-03-0051439	ARCHER TAKISHA S	2006 HYUNDAI TUCSON	-23.13
2010-03-0063271	GALLAGHER KENNETH A	1998 NISSAN MAXIMA	-9.39
2010-04-0010190	HONDA LEASE TRUST	5FNYF18308B037973	-304.45
2010-03-0070071	LANDSBERG JESSICA S	1996 ACURA 3.5RL	-43.09
2010-03-0084984	ST PIERRE LUISA G C/O KRAIG ST PIERRE,EXECUTOR	2004//JHLRD77804C013564	-68.83
		TOTAL	-448.89

Appointment to Inland/Wetlands Commission

MOTION By Linda Russo
seconded by Marc Weinberg
to **approve** the appointment of Mary E. Manns of
74 Lawrence Street, to the Inland/Wetlands Commission
as an Alternate, whose term shall expire December 2015.
Motion carried 8/0.

Referral to Planning and Zoning Commission re: Revised Improve East Hartford Program

MOTION By Barbara Rossi
seconded by Bill Horan
to **refer** to the Planning & Zoning Commission the revised Improve
East Hartford Program resolution for report in accordance with
C.G.S Section 8-24 and subsequent to the receipt of such report,
set a public hearing date consistent with the procedures set forth
in §12-65(d) of the Connecticut General Statutes.
Motion carried 8/0.

A copy of this revised resolution follows these minutes.

125 Riverside Drive

MOTION By Marc Weinberg
seconded by Bill Horan
to **approve** the outdoor amusement permit application entitled "125
Riverside Drive/Sunset Jacks Weekend Bands submitted by Marc
Alderucci on behalf of Riverone, LLC, to conduct a series of
outdoor music events to include DJ's or live bands at 125 Riverside
Drive on Friday and Saturday evenings from 10PM to 1:00AM on
the following dates in 2012:

June 22, 23, 29, 30
July 6, 7, 13, 14, 20, 21, 27, 28
August 3, 4, 10, 11, 17, 18, 24, 25, 31
September 1

subject to compliance with adopted codes and regulations of the State of
Connecticut, the Town of East Hartford, and any other stipulations required
by the Town of East Hartford or its agencies.
Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Bill Horan commented on how well-kept the fields and grounds are at Gorman Park.

Pat Harmon shared with the Council a program sponsored by Connecticut Center for Nonviolence that could be helpful for conflict reconciliation in the town's schools. Jeff Currey, Chair of the East Hartford Board of Education, asked that the information be sent to the Board office.

Eric Thompson attended the "stop log" event and commended the Public Works Director for a job well done.

Barbara Rossi thanked Christopher Washburn, 34 Woodbridge Avenue, for bringing flowers to the Town Council office, as well as other departments at Town Hall.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Tombari McFini v. Town of East Hartford, East Hartford Police Dept, et al

MOTION By Barbara Rossi
 seconded by Marc Weinberg
 to **accept** the recommendation of Corporation Counsel
 to settle the case entitled Tombari McFini v. Town of East Hartford,
 East Hartford Police Department, et.al for the total sum of \$15,000.00.
 Motion carried 7/0. **Abstain:** Horan

OPPORTUNITY FOR RESIDENTS TO SPEAK

Jeff Currey announced that the teachers' contract (East Hartford Education Association) has been settled.

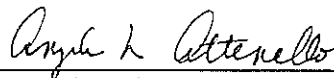
Mayor Leclerc commended Ted Fravel, Parks and Recreation Director, and Tim Bockus, Public Works Director, for their joint efforts in keeping East Hartford beautiful and will be focusing on the more visible areas of town – like the Town Green.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Ram Aberasturia
 to **adjourn** (11:10 p.m.).
 Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be on July 17, 2012.

Attest



Angela M. Attenello
TOWN COUNCIL CLERK

IMPROVE EAST HARTFORD PROGRAM

WHEREAS, the Town of East Hartford has many solid, stable neighborhoods that are wonderful places to live, raise children, and enjoy the company of friends and neighbors; and

WHEREAS, even in great neighborhoods, there are properties that are in need of repair or improvement and such properties have a detrimental impact on the value of well-maintained properties in such neighborhoods; and

WHEREAS, the Town of East Hartford has a strong, comprehensive blight ordinance that serves as an enforcement stick for property owners to meet minimum standards; and

WHEREAS, the East Hartford Town Council supports strong enforcement of this blight ordinance; and

WHEREAS, the East Hartford Town Council also wishes to establish a program of tax incentives to provide positive encouragement for property owners to invest in their properties, repair blighted conditions and enhance the structures on these properties in the same manner as is provided in certain circumstances to commercial property owners exclusively; and

WHEREAS, such tax incentive program will be established for a limited period of time and in designated areas in order to determine that whether such tax incentives will achieve the goal of providing critical incentives to improve and enhance property in the town of East Hartford.

NOW THEREFORE BE IT RESOLVED that:

1. Length of tax incentive:

- a. The East Hartford Town Council, pursuant to Connecticut General Statutes Section 12-65e, enacts the Improve East Hartford Program as described below for a period of two years from the effective date of the resolution which shall be ten days after publication of the adoption of such program by the East Hartford Town Council in a newspaper of general circulation in the town of East Hartford.

2. Areas to which the tax incentive is applicable:

- a. The Improve East Hartford Program shall be established for properties that border the following streets: (a) Park Avenue, St. Regis Street, Michael Avenue, Deerfield Court, Deerfield Avenue, Columbus Street, Columbus Circle, Laurel Street, Melrose Avenue, Garden Street, Franklin Street, (b) Great Hill Road, Higbie Drive, Chandler Street, Easton Street, Woodlawn Circle, Indian Hill Street, Community Street, Harmony Street, Home Terrace, (c) Burnside Avenue, from Main Street to the intersection of Larrabee Street, Francis Street, William Street, Hanmer Street, Tolland Street from the intersection of Burnside Avenue to the intersection of Francis Street, Moore Avenue, Elmer Street, Zebulon Street, Bidwell Avenue, Ann Street, Signor Street, Latimer Avenue, Turtle Creek Drive, Kenyon Place, Ambrose Terrace, Bigelow Street, Clark Street, Rosenthal Street, Rector Street; (d) Sisson Avenue, Lilac Street, Brown Street, Smart

Street, Pratt Street, Whiting Road, Risley Street; (e) Silver Lane from the intersection of Forbes Street to the intersection of Main Street, Prestige Park Circle, Prestige Park Road; (f) Woodycrest Drive, Ferncrest Drive, Cross Drive, Pinecrest Street

3. The eligibility for the tax incentives shall be as follows:
 - a. The proposed Rehabilitation must increase the assessed value of the improvements upon residential or nonresidential, real property by at least the percentages outlined in the assessment deferral schedules set forth herein.
 - b. For residential real property, the existing structure that is the subject of the proposed Rehabilitation must be at least twenty-five years old. Improvements may be required to include exterior renovations. The construction of new multi-family rental housing or cooperative housing units will not be eligible for assessment deferral.
 - c. For non-residential real property, the existing structure that is the subject of the proposed Rehabilitation must be at least thirty years old. Improvements may be required to include exterior renovations.
 - d. All necessary permits including building, zoning, wetlands and special use, shall be acquired prior to application for the assessment deferral.
 - e. The Rehabilitation must be completed within one year of the approval of the application for the assessment deferral.
 - f. The property is not owned by a non-profit organization.
 - g. The improvement shall not be funded by a town grant or loan.
 - h. The Rehabilitation must be compatible with the East Hartford Plan of Conservation and Development and consistent with the Town's Subdivision, Zoning and Inland/Wetlands regulations.
 - i. All taxes due to the Town of East Hartford for the applicable real property (and the improvements thereon) shall be current.
4. The application process shall be as follows:
 - a. any owner of real property may prepare and present an application for deferral of increased assessment of real property resulting from rehabilitation of real property in the Rehabilitation Area to the Assessor, who shall determine the existing assessment for the existing improvements thereon, and the proposed adjusted assessment based on the completion of the Rehabilitation as submitted. The Assessor will provide such determination to the Development Director, who shall work with the Corporation Counsel to prepare a tax deferral agreement. Each application shall include a fifty dollar non-refundable application fee.
 - b. the Assessor shall approve the exemption upon the issuance of a certificate of occupancy, if required, and the final inspection and certification by the Director of Inspections and Permits that the Rehabilitation and the structures or facilities being Rehabilitated are in conformance with these criteria and all applicable provisions of the State Building Code, state Health Code and all local Housing Codes.
5. The tax deferral shall be as follows:

RESIDENTIAL

Tax Deferral Exemption Schedule of Increased Value
Required percent (10 %)

YEARS

1	100%
2	75%
3	50%
4	25%

NON-RESIDENTIAL

Tax Deferral Exemption Schedule of Increased Value
Required percent (25 %)

YEARS

1	100%
2	83%
3	67%
4	50%
5	37%
6	20%
7	7%

NON-RESIDENTIAL

Tax Deferral Exemption Schedule of Increased Value
Required percent (50% or greater)

YEARS

1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%

6. Any tax deferral issued pursuant to this program shall be terminated prior to the applicable expiration date contained in section 5 if:

- a. the property is no longer being used in the manner described in the application.
- b. the property is not in compliance with all town ordinances and codes, including but not limited to building, housing, health and safety codes.
- c. the property owner fails to pay any property taxes by the date on which interest shall be charged pursuant to state law
- d. the residential property is no longer owner-occupied.

7. Additional provisions:

- a. Residential properties where the Rehabilitation does not meet the ten per cent increased value percent, but does increase the assessed value by at least five percent, shall have their Town permit fees waived with respect to the Rehabilitation.
- b. Non-residential properties where the Rehabilitation does not meet or exceed a twenty-five percent increase in value, but does increase the assessed value by at least five percent, shall have their Town permit fees waived with respect to the Rehabilitation
- c. In the event of a general revaluation in any year after the year in which such Rehabilitation is completed resulting in any increase in the assessment on such real property, only that portion of the increase resulting from such Rehabilitation shall be deferred. Also, in the event of a general revaluation in any year after the year in which such Rehabilitation is completed, such deferred assessment shall be increased or decreased in proportion to the increase or decrease in the total assessment on such real property as a result of such general revaluation.

Robert J. Beck

2012 JUL -5 A 9:00

TOWN OF EAST HARTFORD

740 MAIN STREET

TOWN COUNCIL CHAMBERS

JUNE 28, 2012

TOWN CLERK
EAST HARTFORD

SPECIAL JOINT MEETING – EAST HARTFORD HOUSING AUTHORITY

PRESENT Chair Richard F. Kehoe, Majority Leader Barbara-Ann Rossi, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, and Patricia Harmon

ABSENT Vice Chair William P. Horan, Jr. Minority Leader Eric A. Thompson

ALSO

PRESENT East Hartford Housing Authority Commissioners: Robert Keating, Chair; James Kate, James Patterson, Hazelann Cook, and Prescille Yamamoto
Ralph Alexander, Attorney, East Hartford Housing Authority
Debra Bouchard, Executive Director, East Hartford Housing Authority
Joseph Regan, Finance Director, East Hartford Housing Authority

CALL TO ORDER

Rich Kehoe, Town Council Chair, called the meeting to order at 6:40 p.m. He announced the exit locations from the Chamber in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

The Chair indicated that public comment would be the first order of business and then the Housing Authority would summarize their progress over the last few months.

The following citizens came forward:

Susan Kniep, 50 Olde Roberts Street, (1) read from the April 1, 2011 letter from the U. S. Department of Housing and Urban Development (HUD) to the East Hartford Housing Authority (EHHA) wherein it stated that funds were improperly used and must be reinstated to HUD; (2) inquired on the process implemented to hire legal counsel for the EHHA; (3) strongly urges the EHHA to post minutes and agendas to the town's website, if the EHHA cannot construct their own website; (4) believes that access to EHHA meetings does not follow FOI procedures; (5) asked that the EHHA hold Commissioner meetings in the late afternoon or early evenings to accommodate EHHA tenants; (6) stated that all Council liaisons should report the progress of the agency they are assigned to on a regular basis to the Council; and (7) drew an analogy between the federal government's investigation of the Community Renewal Team's (CRT) misappropriation of funds and the EHHA's Recovery Agreement with HUD.

Mary Hill, 53 King Court, president of the King Court Tenants' Association, stressed the spirit of community among King Court residents. Additionally, Ms. Hill said that information to the tenants, including minutes and agendas, is not readily available to them.

Todd Andrews, Vice President, College Relations and Advancement for Goodwin College, spoke to the issue of obtaining the vacant units at King Court which would satisfy the need for additional housing for students attending Goodwin College. He stressed that the college wants to work cooperatively with the existing King Court tenants.

Public comment being over, the Chair called upon the East Hartford Housing Authority for their update on King Court.

Debra Bouchard, Executive Director, stated that one of the suggestions from HUD was for EHHA to partner with a larger Housing Authority to work with a development team to provide options for King Court including the sale of the entire facility, partial sale or renovation. The EHHA has reached out to the Bridgeport Housing Authority to accomplish this. A Memorandum of Understanding (MOU) has been signed by the EHHA, and it is expected that the Bridgeport Housing Authority will sign the MOU in the next couple of days. Additionally, Ms. Bouchard stated that HUD wants a proposal for restoring funds to the EHHA's section 8 and Columbus Circle accounts by August 16, 2012.

Ralph Alexander, Attorney for the East Hartford Housing Authority, summarized the King Court process to date for the Council; public input was heard and considered at the joint meeting between the EHHA and the Town Council held on January 31, 2012; an RFQ was created for discussion purposes only; King Court residents were provided information on what their rights were under the new resident participation agreement. As time progressed, the EHHA believed that the redevelopment of King Court was such a major project as to require expertise from outside the EHHA. Meetings with HUD, Connecticut Housing Finance Authority, Department of Economic and Community Development, resulted in the partnering of the Bridgeport Housing Authority (BHA) – an authority that has the technical resources and the experience for larger redevelopment projects. Partnering with BHA is far more cost effective than the EHHA hiring contractors, architects, planners, etc. The BHA will be technical advisors to the EHHA and will be compensated for their time under the provisions of the MOU – which will clearly state all the services being provided to the EHHA. Attorney Alexander stated that the BHA will provide the EHHA the impetus to move forward with a plan for King Court, which should be in place in the next 60 to 90 days with three options: first, sell King Court outright; second, sell part of King Court and retain part; third, keep King Court and redevelop it.

At this point, the Chair allowed the Councillors to ask questions of the EHHA on the disposition of King Court:

Majority Leader Barbara Rossi stated that she agrees with the partnership with Bridgeport, since they are one of the more successful Housing Authorities regarding redevelopment. Councillor Rossi (1) inquired on how the BHA employees will be reimbursed for their services; (2) asked if the EHHA will apply for state monies that Governor Malloy announced today are available to area housing authorities; and (3) inquired on the timeline for how long any one of the three options would take to accomplish.

Councillor Ram Aberasturia asked (1) if the redevelopment plan set forth by the BHA for the disposition of King Court is financially feasible for the EHHA to implement; (2) what steps will the EHHA take to assure Housing Authority residents that the agency is

financially stable; (3) once the EHHA partners with BHA, what is the timeline for reporting to the residents, and the Council, as to how the plan is working; (4) how many hours per week does the EHHA budget for legal counsel; (5) what can the EHHA do to facilitate information to the residents; (6) if thought has been given to changing the EHHA meetings from noontime to late afternoon or early evening to accommodate residents; and (7) believes that once the EHHA reports their payback plan to HUD on August 16, 2012, they should present that plan to the Town Council.

Councillor Pat Harmon (1) asked for a clearer understanding of what the financial impact will be to the EHHA once the partnership with BHA is in force; and (2) inquired if Ms. Bouchard's salary is an increase over the previous Executive Director's salary. Additionally, Councillor Harmon asked if Ms. Bouchard has recently received a salary increase; (3) asked what line items in the EHHA's current budget have been reduced so as to incur savings.

Councillor Linda Russo (1) asked for a clarification on the HUD directive as it deals with King Court – which is changing the focus of that disposition from the sale of King Court to the redevelopment of King Court; (2) stated that EHHA is working collaboratively with the HUD regional office to keep them apprised of the progress of the EHHA's recovery agreement; and (3) inquired on when the bulletin board requested by Ms. Hill will be constructed and installed.

Councillor Marc Weinberg (1) inquired on the number of units that are occupied at King Court; and (2) asked why the styles of buildings vary and what is the qualifying criterion, if any, for leasing the different styles.

Chair Kehoe (1) asked if the technical assistance that the BHA will bring to the EHHA will be listed in the MOU; (2) inquired on how much money is currently budgeted for the services that would be made pursuant to the MOU with the BHA – not including pre-development funds which may be provided through CHFA; (3) strongly suggested that the EHHA develop their own website; and (4) wanted to clarify that with regard to the August 16th deadline for the payback plan to HUD, if that means that the BHA services and options will be in place; (5) asked what progress the EHHA anticipates with the BHA partnership, i.e., analyses of each housing project, recommendations, etc.; and (6) once the MOU is signed, any steps that are taken towards recovery should be in writing so that all parties involved are cognizant of what progress is being made, along with a list of options for the resolution of any problems.

The Chair moved the discussion from King Court to a broader review of the EHHA's operations:

Deb Bouchard gave an overview of the progress made on the Recovery Agreement. Some of the EHHA accomplishments are: (1) developed a balanced budget for the last fiscal year; (2) selected an Executive Director; (3) selected a Finance Director; (4) selected an Attorney; (5) provided much needed training for some EHHA staff workers; (6) provided procurement training in-house as well as National Association of the Housing and Redevelopment Officials (NAHRO) training; (7) updated bylaws and office policies; (8) provided software training with an emphasis on the financial area; (8) project based accounting for all the EHHA staff; (9) fraud and income verification training; (10) current with all accounts payable – there are no delinquencies; (11) rent collection rates are over

95%; (12) occupancy rates, excluding King Court, for federal programs are approximately 99%; and (13) is current with PILOT payments to the town.

Ms. Bouchard stated that the main focus of the EHHA within the context of the Recovery Agreement is the disposition of King Court, the plan for the payback of the inter-program funds, and working towards developing an asset management approach to provide better management of Housing Authority resources. She also commented that HUD marked the EHHA as a standard performer with their Section 8 housing, a grade up from the "troubled" status that the EHHA formerly held.

At this point, the Chair allowed the Councillors to ask questions of the EHHA on their operations:

Councillor Linda Russo (1) asked for the EHHA's May 30, 2012 operating statement and inquired if the agency is consistently balancing their monthly budget; (2) asked if there was a cost analysis prepared which indicates what the financial impact would be for the EHHA to create their own website; (3) inquired on how long it would take for the EHHA to get their own website operating; and (4) strongly supports the inclusion of some evening meetings to accommodate the residents of EHHA properties, so that they are better informed of the agency's operations; (5) inquired where the issues of Veteran's Terrace are addressed in the Recovery Agreement and what is the plan to correct any deficiencies at Veteran's Terrace; and (6) asked for the current staffing level at the EHHA.

Councillor Barbara Rossi (1) asked if the EHHA has met the target dates listed in the Recovery Agreement; (2) inquired on the occupancy rate and management at Veteran's Terrace.

Councillor Ram Aberasturia asked what the timeline is for economic viability with the EHHA.

Councillor Marc Weinberg asked if the EHHA tried their best to meet target dates in the Recovery Agreement.

Chair Kehoe summarized the progress of the EHHA as follows: (1) steps have been taken to enhance the training of staff to change the process by which purchases are made and money is expended; (2) revamped the operating budget; (3) the lay-off of employees which resulted in operating a balanced budget each month; (4) going forward, EHHA will concentrate on section 8 housing, Veteran's Terrace, King Court – getting more efficiencies out of the use of their assets; and (5) inquired what the new process will be for appointing a tenant commissioner.

The Chair requested that the EHHA (1) supply a copy of the MOU with BHA to the Town Council, once finalized; (2) supply the timeline of what the consultant services will be doing; (3) hold evening meetings to accommodate residents; (4) post minutes, agendas, etc. to the town's website until the EHHA creates their own website; and (5) meet with the Town Council to discuss the payback plan prior to submitting the plan to HUD on August 16, 2012.

ADJOURNMENT

MOTION By Marc Weinberg
 seconded by Pat Harmon
 to **adjourn** (8:50 p.m.)
 Motion carried 6/0.

Attest Angela M. Attenello
 Angela M. Attenello
 Town Council Clerk



MEMORANDUM

DATE: July 9, 2012 _____(Updated from June 8, 2012)
TO: Marcia A. Leclerc, Mayor
FROM: Michael P. Walsh, Director of Finance
TELEPHONE: (860) 291-7246
RE: Town Capital Reserve Fund Balance Redesignation

By way of this memo, consistent with the provisions of town ordinance article 7, section 10-35, I hereby request that the sum of \$53,353.69, representing surplus funds from three previously approved capital projects in 2008, be reallocated to fund the costs associated with the remediation and ultimate demolition of 40 Central Avenue.

Deleted: 40 Saunders Street

As you may recall, in 2008, the Town Council approved \$523,000 for various capital projects including Town Hall renovations, Probate Court renovations, and the East Hartford Middle School baseball/softball field renovations. Surplus funds in the amounts of \$5,173.49, \$40,700, and \$7,480.20 respectively, totaling \$53,353.69 now exist and are available for transfer within the Town's Capital Reserve Fund.

In the 2012-2013 budget, funds totaling \$200,115 were set aside for the acquisition and demolition of 40 Central Avenue related to the Library expansion. With the acquisition price now known, additional funds will be required to complete the remediation and demolition. Accordingly, I respectfully request that these funds be reprogrammed for that purpose.

Deleted: Saunders Street

Should you have any questions or problems on the aforementioned, please feel free to contact me.

(PLEASE NOTE: The author of this memo incorrectly listed 40 Saunders Street as the property in question. The actual property where this funding will be used is at 40 Central Avenue and the memo has been amended accordingly.

Preliminary Year-end Financial Results

Michael Walsh, Finance Director, summarized the preliminary year-end financial results of the town. Fund balance sits at 7.6% of budget, which, in light of the economic situation, is still a fairly substantial fund balance.

Board of Education Capital Reserve Fund Deposit re: Goodwin & O'Connell School Roof

MOTION By Ram Aberasturia
seconded by Barbara Rossi
that, in accordance with Article 7 §10-38 of the Town of East Hartford Code of Ordinances, the Town Council **approve** the Board of Education's request to expend \$412,423 from the Board of Education's Capital Reserve Account for the purposes of partially funding roof repairs for the Goodwin and O'Connell School roofs.
Motion carried 8/0.

Town Capital Reserve Fund Balance Redesignation re: 40 Saunders Street

MOTION By Linda Russo *rescind*
seconded by Barbara Rossi
that in accordance with Article 7 §10-35 of the Town of East Hartford Code of Ordinances, the Town Council **approve** the reallocation of \$53,353.69 within the town's Capital Reserve Fund for the purposes of completing the remediation and demolition of 40 Saunders Street.
Motion carried 9/0

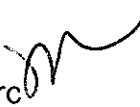
The above motion will be rescinded at the July 17, 2012 Town Council meeting; address should be 40 Central Avenue.

Refund of Taxes

MOTION By Marc Weinberg
seconded by Eric Thompson
to **refund** taxes in the amount of \$ 448.89
pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2010-03-0051439	ARCHER TAKISHA S	2006 HYUNDAI TUCSON	-23.13
2010-03-0063271	GALLAGHER KENNETH A	1998 NISSAN MAXIMA	-9.39
2010-04-0010190	HONDA LEASE TRUST	5FNYF18308B037973	-304.45
2010-03-0070071	LANDSBERG JESSICA S	1996 ACURA 3.5RL	-43.09
2010-03-0084984	ST PIERRE LUISA G C/O KRAIG ST PIERRE,EXECUTOR	2004//JHLRD77804C013564	-68.83
		TOTAL	-448.89

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: June 28, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: Resolution: Historic Document Preservation Grant

Please place on the Town Council agenda for the July 17, 2012 meeting. Attached is the memo referral for the Historic Document Preservation Grant. This resolution will allow East Hartford to make application and contract with the Connecticut State Library to receive funding in a non-competitive grant in the amount of \$6,500 through the Public Records Administration.

Thank you.

C: M. Walsh, Director of Finance
C. Fravel, Grants Administrator
R. Pasek, Town Clerk

**TOWN OF EAST HARTFORD
TOWN CLERK'S OFFICE
MEMORANDUM**

DATE: June 28, 2012

TO: Mayor Marcia A. Leclerc

CC: Clare Fravel, Grants Administrator

FROM: Robert J. Pasek – Town Clerk

RE: Referral to Council – Historic Document Preservation Grant

Public Act 00-146 “An Act Concerning Real Estate Filings and the Preservation of Historic Documents”, established an account to support the costs of preservation and management of historic documents. This Public Act allows an extra Three dollar charge per land record document recorded by the Town Clerk. Two dollars is returned to the State. The Town receives One dollar for each recording.

For the tenth year, East Hartford is eligible to receive a non-competitive grant in the amount of \$6,500 through the Public Records Administration of the Connecticut State Library.

I am recommending that East Hartford use these grant funds to convert 40,625 microfilmed pages to digital images. Currently the images available on our computer system date back to July 31, 2003, volume 2271. This grant will allow the image availability to go back to November 8, 2002, volume 2155. These digital images will then be linked to our land record index; allowing title searchers, the public, and staff the ability to view and print the document without having to remove the volume from the vault. This will save the volumes from the wear and tear of be copied, save the staff the time and energy of having to stop what they are doing to help make copies, and give the public the convenience of viewing and copying a document from the computer.

No matching funds are required under this program. A final report on the work performed is the only requirement for receiving these funds. .

I am requesting that the attached Certified Resolution be placed on the July 17, 2012 Agenda of the Town Council. The Certified Resolution authorizes you, as Mayor, to make application and contract with the Connecticut State Library to receive this funding for the Town.

CERTIFIED RESOLUTION

I, Robert J. Pasek, Town Clerk of the Municipality of East Hartford, do hereby certify the following is a true and correct copy of a Resolution duly adopted at a meeting of the Town Council duly held and convened on the 17th day of July, 2012, at which a constituted quorum of the Town Council was present and acting throughout, and further certify that such resolution has not been modified, rescinded, or revoked, and is, at present, in full force and effect.

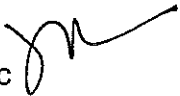
RESOLVED: That Marcia A. Leclerc, Mayor, is empowered to execute and deliver in the name of and on behalf of this municipality, a contract with the Connecticut State Library for a Historic Preservation Grant.

IN WITNESS THEREOF, the undersigned has affixed his signature and the Town Seal this day of 2012.

Robert J. Pasek
Town Clerk

seal

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: July 9, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: Resolution: Intertown Capital Equipment (ICE) Purchase Incentive Grant Program

Please place on the Town Council agenda for the July 17, 2012 meeting. Attached is the memo referral for the Intertown Capital Equipment Purchase Incentive Grant Program. This resolution will allow a joint grant application with the towns of Manchester and South Windsor. The Town of East Hartford would jointly purchase and own an automated salt brine mixing tank and (3) truck mounted applicators.

Thank you.

C: M. Walsh, Director of Finance



MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Tim Bockus, Director of Public Works *TAB*

DATE: July 5, 2012

RE: Intertown Capital Equipment (ICE) Purchase Incentive Grant Program

In April, the Town of East Hartford submitted a joint grant pre-application, in conjunction with the towns of Manchester and South Windsor, for the purchase of capital equipment through the State Office of Policy and Management, Intertown Capital Equipment (ICE) Purchase Incentive Grant Program.

The grant would be for the purchase of an automated brine making machine and three anti-icing applicators that would be mounted to existing plow trucks. The brine making tank would be stored at the Manchester Public Works Department and each town would have an anti-icing applicator. The total cost of the equipment is estimated at approximately \$127,000, of which, 50% would be covered by the grant. The balance of the cost would be divided evenly among the three towns, or roughly \$21,200 each.

Earlier this month, OPM informed the Town that the pre-application met the minimum application requirements and has now asked that the Town submit a resolution from the Town Council endorsing the application as well as a Memorandum of Understanding (MOU) among the three towns. The MOU has been drafted, but some details are still being finalized and will be completed in advance of the August 1st submission deadline.

Passage of the attached resolution endorsing the grant application is recommended.

Cc: Michael Walsh, Director of Finance

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation duly held on the 17th day of July, 2012.

RESOLUTION

WHEREAS, The Town of East Hartford wishes to apply for a grant with the towns of Manchester and South Windsor; and

WHEREAS, The Town of East Hartford wishes to utilize the State of Connecticut Inter-town Capital Equipment Purchase Incentive Program; and

WHEREAS, The Town of East Hartford would jointly purchase and own an automated salt brine mixing tank and (3) truck mounted applicators; and

WHEREAS, East Hartford's cost share for the brine making and application equipment would be funded from the Public Works Road Maintenance Account; and

WHEREAS, East Hartford, Manchester, and South Windsor would share the cost of producing a salt brine solution for application in each town based upon the amount of brine used by each town.


NOW, THEREFORE, BE IT RESOLVED that the East Hartford Town Council hereby supports the grant application for the Inter-town Capital Equipment Purchase Incentive Program and authorizes Mayor Marcia Leclerc to enter into and amend any related agreements, including a memorandum of understanding with the towns of Manchester and South Windsor for the purchase of the salt brine producing and application equipment.

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this ____ day of July, 2012.

Angela M. Attenello
Town Council Clerk

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: June 26, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENT – Boards & Commissions

I am recommending the following appointment to the Town Boards and Commissions:

PATRIOTIC COMMISSION

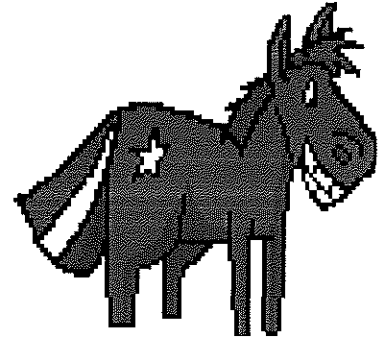
TERM EXPIRES

D	Joan Barbara Ross	446 Main St., Apt 326	12/15
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Please place on the Town Council Agenda for July 17, 2012.

Thank you.

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**



The Town of East Hartford, CT is a "Minority Representation" Municipal Government.

This Form is to be used to request nomination to a position by the East Hartford Democratic Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Democratic Town Committee Chairman, Donald M. Currey

-Please print and complete the following information in full-

1. JOAN ROSS (JOAN BARBARA ROSS) 2. 446 MAIN ST - Apt 326
Your name exactly as it appears on the E. Htfd. Voter Registration List Street Address E. Htfd Zip Code 06118

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY _____

4. 860-9061743 5. _____ 6. _____
Home Phone Cell Phone Personal e-mail address

7. Retired 8. _____
Occupation Employer

9. _____ 10. _____
Employer/Work Address Work Phone

11. 12 HS - 2 college 12. White 13. 40
Formal Education Level Achieved Ethnicity (Optional) Years as E. Htfd. Resident

14. Patriotic Commission
Name of Board or Commission you would like to serve on

15. CC of Eucharistic / Holy Eucharist Minister - Volunteer to help
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. To help bring awareness of the meaning of Patriotism, and learn to get young people involved - It's not just parades
*Your reason for being interested in serving our Town in this capacity

17. People skills, communication skills - able to speak up when necessary -
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

*Please use the back of this page if you need more space or attach a resume if you wish

18. Joan Ross
YOUR SIGNATURE

19. 4/23/12
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member


Voter Registration Information Certified by Voter Registrar

Mary G. By
Judith A. Shonahan

At a duly called meeting of the E. Htfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:

Patriotic Commission
Catherine F. Condit Secretary Date June 25, 2012
Catherine F. Condit Secretary (Revised 3.28.12)

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: June 11, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENT – Boards & Commissions

I am recommending the following appointment to the Town Boards and Commissions:

FINE ARTS COMMISSION

TERM EXPIRES

R	Valerie Scheer	140 Ridgewood Road	12/14
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Please place on the Town Council Agenda for July 17, 2012.

Thank you.

Jack W. Jacobs
EHRTC Chair
505 Burnside Ave
Apt C-14
East Hartford, CT 06108
jackwjacobs@sbcglobal.net

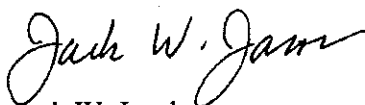
July 10, 2012

Mayor Marcia Leclerc
740 Main Street
East Hartford, CT 06108

Dear Mayor Leclerc,

At our regular meeting on July 9, 2012, the East Hartford Republican Town Committee voted to recommend Valerie Scheer of 140 Ridgewood Road to be appointed to the vacancy on the Fine Arts Commission created when John Ryan switched to the Democrat party.

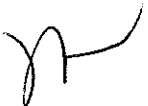
Thank you very much for your consideration.



Jack W. Jacobs
EHRTC Chair

Cc: Robert Pasek, Town Clerk
Valerie Scheer

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: June 11, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFUND OF TAXES

I recommend that the Town Council approve a total refund of taxes in the amount of \$6,176.00 as detailed in the attached listing from our Collector of Revenue.

Please place this item on the Town Council agenda for July 17, 2012 .

C: M. Walsh, Director of Finance
I. Laurenza, Tax Collector

INTEROFFICE MEMORANDUM

TO: MARCIA A LECLERC, MAYOR
MICHAEL WALSH, DIRECTOR OF FINANCE

FROM: IRIS LAURENZA, COLLECTOR OF REVENUE
ANNIE KOHLER, ASSISTANT TAX COLLECTOR

SUBJECT: REFUND OF TAXES

DATE: 7/11/2012

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$6,176.00 See attached list.

Bill	Name	Address	Prop Loc/Vehicle Info.	Int Paid	Over Paid
2011-03-0051150	ANDERSON DOROTHY M	5 HARTZ LN E HARTFORD CT 06118 1718	1999//4S3BG6854X7619418	\$ -	\$ (81.69)
2010-03-0051262	ANONITED TABERNAACLE OF JESUS CHRIST	24 LEGGETT ST E HARTFORD CT 06108 1137	2002//HFPFB08132G061848	\$ -	\$ (12.05)
2010-01-0010426	CHEN ZENG JIN	81 FOOTPATH LN EAST HARTFORD CT 06118	81 FOOTPATH LN S/L #7	\$ -	\$ (2,881.13)
2010-01-0003196	COUGHLIN BRIAN & ANNETTE M	59 GREEN MANOR DR EAST HARTFORD CT 06118	59 GREEN MANOR DR	\$ -	\$ (500.00)
2010-03-0060902	EAN HOLDINGS LLC	6929 N LAKEWOOD AS100 TULSA OK 74117	2010//ZCTFLEE7A6258198	\$ -	\$ (400.76)
2010-03-0060903	EAN HOLDINGS LLC	6929 N LAKEWOOD AS100 TULSA OK 74117	2009//JM1BK32GX91240176	\$ -	\$ (260.22)
2010-03-0060930	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2010//ZHGFA1F58AH308306	\$ -	\$ (69.08)
2010-03-0060937	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2010//ZHGFA1F51AH556686	\$ -	\$ (69.08)
2010-03-0060967	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2010//1C3CC5FB5AN162998	\$ -	\$ (33.02)
2010-03-0060969	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2010//1G1ZC5EB1AF250618	\$ -	\$ (80.32)
2010-03-0060970	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2010//1G1ZC5EB1AF250618	\$ -	\$ (191.55)
2010-03-0060979	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2010//1G1ZC5EB1AF250618	\$ -	\$ (378.77)
2010-03-0061009	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2010//1J4BA3H1XAL150213	\$ -	\$ (54.38)
2010-03-0061017	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2011//1FAHP3GN4BW127485	\$ -	\$ (37.74)
2010-03-0061034	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2010//1FMCU9EG9AKD01427	\$ -	\$ (107.56)
2010-03-0061057	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2010//ZD4RN5D19AR211720	\$ -	\$ (457.61)
2005-02-0040526	EXXONMOBIL OIL CORPORATION C/O CORP-BH3-327A	PO BOX 53 HOUSTON TX 77001 0053	483 SILVER LN	\$ -	\$ (107.22)
2010-03-0065729	HARRIS TANISHA A	61 JARVIS RD MANCHESTER CT 06040	2002//1GN13S222280496	\$ -	\$ (133.38)
2011-03-0071845	MAILLET AARON P	20 MANOR CIR E HARTFORD CT 06118 3428	2000//JH2RD0606YK800022	\$ -	\$ (7.79)
2009-03-0090572	RODER RICHARD E	35 SUNNYDALE RD EAST HARTFORD CT 06118	1997//MAUCB88D8VA281136	\$ -	\$ (114.31)
2010-03-0081238	RODER RICHARD E	35 SUNNYDALE RD EAST HARTFORD CT 06118	1997//MAUCB88D8VA281136	\$ 13.01	\$ (86.74)
2011-03-0085809	THOMPSON MACKINNON	28 CARROLL RD E HARTFORD CT 06108 3045	1996//1FTCR10AXTUD70497	\$ -	\$ (26.40)
2010-03-0087045	TRUNG NGUYEN OR DUNG DAHN	47 RIDGE WOOD RD E HARTFORD CT 06118 1314	1999//JNRRAR07Y9XW062543	\$ -	\$ (42.50)
2011-03-0087367	VAZQUEZ LUIS M AND VAZQUEZ NOEMI	315 HIGH ST E HARTFORD CT 06118 3607	1994//JS3TD03V1R4107672	\$ -	\$ (13.01)
2010-03-0088304	VONGKEOMANY NATTHAYA S	61 RICHARD RD E HARTFORD CT 06108 2136	1993//JHMBB2258PC009088	\$ -	\$ (16.68)
SUBTOTAL				\$ (13.01)	\$ (6,162.99)
TOTAL					\$ (6,176.00)

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
dpanico@rc.com
Direct (860) 275-8390

VIA E-MAIL AND U.S. MAIL

May 17, 2012

The Honorable Marcia A. Leclerc
Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Re: Resolution Appropriating \$10,000,000 For The Planning, Design, Construction And Reconstruction Of Town Roads And Parking Lots And Authorizing The Issuance Of \$10,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose

Resolution Appropriating \$5,700,000 For Window Wall Replacement At East Hartford Middle School And Authorizing The Issuance Of \$1,600,000 Bonds Of The Town To Meet The Town's Share Of Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose

Dear Mayor Leclerc:

Enclosed please find the captioned bond resolutions and proceedings to be followed by the Town in connection with their submission to the voters at the November 6, 2012 general election.

The procedure for the vote on the resolutions pursuant to Town Charter and the Connecticut General Statutes, is as follows:

1. The Town Council sets a date for a public hearing.
2. The Council holds at least one public hearing giving notice at least 5 days in advance by publication in a newspaper of general circulation in the Town.
3. The Council adopts the resolutions and adopts a resolution providing for their submission to the voters in conjunction with the general election on November 6, 2012.



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The Honorable Mayor Marcia A. Leclerc

~~May 15, 2012~~

5/17/12

4. The resolutions are submitted to the Mayor for approval.
5. After approval by the Mayor, the resolutions are published in their entirety within ten days thereafter.
6. Per Connecticut General Statutes §9-370, all local action taken to submit the resolutions to a vote on November 6, 2012 must be completed more than 60 days prior to the election date, i.e. by September 6, 2012. Therefore, the Town Council must adopt the resolutions and the Mayor must approve the resolutions no later than September 6, 2012.
7. Per Connecticut General Statutes §9-369a, the Town Clerk must file a certificate regarding the local questions to be voted upon (a form thereof is enclosed) with the Secretary of the State at least 45 days prior to the election, i.e. by September 21, 2012.
8. The election is warned in the usual manner, including the notice of referendum on local questions, absentee ballots are made available, results of vote reported, and all other matters regarding the holding of the election are conducted in the usual manner.
9. In addition, the Town Clerk per Section 8.3 of the Charter is to publish the election and referendum notice in a newspaper of general circulation not less than 15 days nor more than 30 days prior to November 6, 2012, i.e. between October 6, 2012 and October 21, 2012.

By copy of this letter, I am requesting the Town Clerk to send me one certified copy of all the proceedings as they appear in the Town Record Book and two newspaper affidavits of the publication of the Notice of Public Hearing and the Notice of General Election and Referendum.

Please feel free to call me if you have any questions concerning the enclosed.

Very truly yours,



David M. Panico

DMP/sk
Enclosure

cc: Michael P. Walsh, Director of Finance
Robert J. Pasek, Town Clerk
Richard F. Kehoe, Chairman, Town Council
Scott Chadwick, Corporation Counsel
Susan Kreutzer



RESOLUTION APPROPRIATING \$10,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$10,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$10,000,000 is appropriated for the planning, design, construction and reconstruction of town roads (Phase V) and parking lots, including rebuilding, resurfacing, drainage, conduits, and related subsurface and infrastructure improvements (the "Project"), and for administrative, legal and financing costs related thereto.

Section 2. To meet said appropriation \$10,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the maximum maturity permitted by the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes"). Said bonds may be issued in one or more series as determined by the Mayor, Treasurer, and Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$5,000 or a whole multiple thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including approval of the rate or rates of interest, shall be determined by the Mayor, Treasurer, and Director of Finance in accordance with the Connecticut General Statutes.

Section 3. Said bonds shall be sold by the Mayor, Treasurer, and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, Treasurer, and Director of Finance.

Section 4. The Mayor, Treasurer, and Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, Treasurer, and Director of Finance, be approved as

to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor, Treasurer, and Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount and for the Project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds.

Section 6. The Mayor, Treasurer and Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2012 appropriating \$10,000,000 for the Project, authorizing general obligation bonds and notes to finance the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2012.

MARCIA A. LECLERC, Mayor

Witness

Witness

RESOLUTION APPROPRIATING \$5,700,000 FOR WINDOW WALL REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL AND AUTHORIZING THE ISSUANCE OF \$1,600,000 BONDS OF THE TOWN TO MEET THE TOWN'S SHARE OF SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$5,700,000 is appropriated for window wall replacement at East Hartford Middle School, to be completed in accordance with final plans and specifications therefor to be approved by the School Building Committee, and for architects and engineers fees, administrative, legal and financing costs related thereto (the "Project"), said appropriation to be inclusive of any and all State and Federal grants-in-aid thereof.

Section 2. To meet Town's share of said appropriation \$1,600,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the maximum maturity permitted by the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes"). Said bonds may be issued in one or more series as determined by the Mayor, Treasurer, and Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, determined after considering the estimated amounts of the State grants-in-aid of the Project or the actual amounts thereof, if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$5,000 or a whole multiple thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including approval of the rate or rates of interest, shall be determined by the Mayor, Treasurer, and Director of Finance in accordance with the Connecticut General Statutes.

Section 3. Said bonds shall be sold by the Mayor, Treasurer, and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement

shall be approved by the Mayor, Treasurer, and Director of Finance.

Section 4. The Mayor, Treasurer, and Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, Treasurer, and Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor, Treasurer, and Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Mayor, Treasurer and Director of Finance are hereby authorized to spend a sum not to exceed the aforesaid appropriation and the Mayor is specifically authorized to make, execute and deliver any contract or contracts, and any other documents necessary or convenient to complete the Project authorized herein and the financing thereof.

Section 6. The Town hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount and for the Project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds.

Section 7. The Mayor, Treasurer and Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 8. The Board of Education is authorized in the name and on behalf of the Town to apply to the Connecticut Commissioner of Education for any and all State grants-in-aid of the Project.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2012 appropriating \$5,700,000 for the Project, authorizing \$1,600,000 general obligation bonds and notes to finance the Town's share of the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2012.

MARCIA A. LECLERC, Mayor

Witness

Witness

East Hartford Public Schools

Christopher T. Wethje
Director, Human Resources

June 19, 2012

Robert Pasek
Town Clerk
Town of East Hartford
740 Main Street
East Hartford, CT 06108



Dear Mr. Pasek:

Enclosed please find the signed and fully executed three year contract agreement for the 2013-2016 collective bargaining agreement between the East Hartford Board of Education and the East Hartford Education Association which was ratified by the Union on June 18, 2012 and approved by the Board of Education on June 18, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher T. Wethje".

Christopher T. Wethje

cc: Stefan Pryor, Commissioner of Education
Richard Mills, Esq.
Karen O'Connell
Nancy Spitko

2012 JUN 19 P 4: 08
TOWN CLERK
EAST HARTFORD

A handwritten signature in black ink, appearing to read "Robert J. Pasek".



EAST HARTFORD BOARD OF EDUCATION

- and -

EAST HARTFORD EDUCATION ASSOCIATION

2013 to 2016

6/12/12
2344388v5

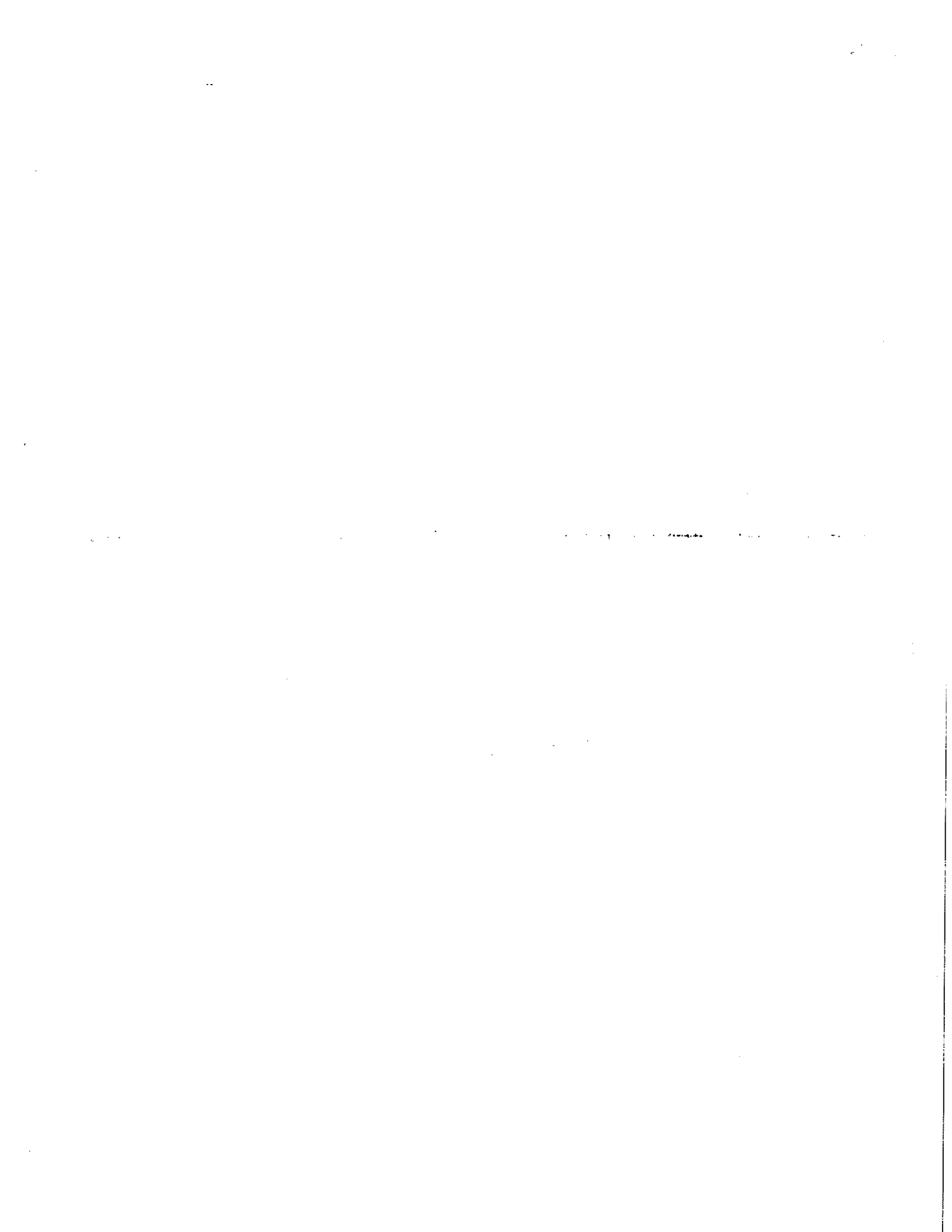


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THIS AGREEMENT MADE AND ENTERED INTO by and between the EAST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the EAST HARTFORD EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I GENERAL

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

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

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

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

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

1.6 It is recognized that the Board has and will continue to retain, whether exercised or not the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of East Hartford in all its aspects, including but not limited to the following: To employ, assign, and transfer teachers; and those powers specified in Sections 10-220, 10-221 and 10-222 of the Connecticut General Statutes. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities

and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

1.7 The parties recognize that the terms and conditions of employment for certain educational personnel, including Head Start and other early childhood education personnel, are governed in part by federal and/or state statutes and/or regulations. To the extent that any provision of this collective bargaining agreement is inconsistent with the provisions of any such applicable statute and/or regulation, the statute and/or regulation shall be controlling. As used in this Agreement, the term "early childhood education" shall mean pre-kindergarten programs.

ARTICLE II **RECOGNITION**

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

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

- a) A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as a teacher after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
- b) The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
- c) DSAP holders shall have no bumping rights or recall rights under this Agreement.

2.2 AGENCY FEE

A. All teachers employed by the Board shall, as a condition of continued employment, either join the Association or pay a service fee to the Association.

B. The Board agrees to deduct from each teacher for whom a written dues deduction authorization is submitted an amount equal to the Association membership dues, and to deduct from each teacher for which no such authorization is submitted a service fee, by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks from and including the first paycheck during the school year through and including the last paycheck in June, with the exception of new hires. For any new hire, dues and/or service fee deductions shall commence as soon as practicable after each teacher begins work in the district. In the case of any such teacher who commences employment after the school year has begun, dues and/or service fee deductions shall be pro-rated, based on the number of months remaining in the school year. The amount of Association membership dues and service fee shall be certified by the Association to the Board prior to the opening of school each year.

C. Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

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

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

ARTICLE III NEGOTIATION FOR SUCCESSOR AGREEMENT

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

ARTICLE IV
TEACHING HOURS AND TEACHER LOAD

4.1 WORK DAY

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

B. Whether or not double sessions or similar type programs are instituted, the length of the regularly required work day shall be no more than a maximum of seven hours and twenty minutes of continuous time during which each teacher shall have a duty-free lunch. K-12 teachers shall not be required to report earlier than fifteen (15) minutes before the start of the student day and shall not be required to remain longer than thirty (30) minutes after the close of the student day. In the event of an emergency closing, K-12 teachers shall not be required to remain longer than 10 minutes after the students are dismissed, provided that there must be some teacher supervision in the building until all students have left the building. In the event of a late opening, K-12 teachers shall not be required to report earlier than fifteen (15) minutes before the start of the altered student day. The parties understand that the student day for early childhood education students is substantially different from the student day for K-12 students, and that the work schedules for certified teachers in the early childhood education area are also substantially different. Accordingly, the Board shall have the right to determine the specific work schedules for such early childhood education personnel, subject to the limitation set forth above regarding the overall length of the work day.

C. Certified personnel at the early childhood level, elementary level and high school level will be required to set aside one hour and thirty minutes beyond the end of the student day each Tuesday. Certified personnel at the middle school level will be required to set aside one hour and thirty minutes beyond the end of the student day each Wednesday, except that for one week out of each month, the Administration shall have the right to substitute Tuesday as the day for such obligations in lieu of Wednesday, for specials teachers and support services teachers (art, music, health and physical education, school psychologists, school social workers, speech language pathologists, ELL, bilingual, career and technical education, special education and guidance) at the middle school level. Such schedule for middle school level specials and support services teachers to meet on Tuesdays shall be determined annually no later than

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

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

E. Teachers shall be assigned in accordance with State Department of Education certification regulations.

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

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

G. It is the mutual intent that the period of time designated in the Agreement as "preparation time" is reserved for teachers' use in the preparation of instruction. The Administration may designate up to two days per week of preparation time to be used for the purposes of individual teacher planning and/or for the purposes of common planning. Except in discernible emergencies, this time should not be used for other activities which do not have a direct bearing on the teacher's preparation for education instruction in his/her classroom. This includes infringement for PPT's. In addition, every reasonable effort should be made to schedule a preparation period on

each individual school day and avoid any "doubling-up" of two preparation periods on any one day. In unusual circumstances where the foregoing is unavoidable, repetition on a yearly basis should be avoided

4.2 WORK YEAR

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

In addition to the work year set forth above, the work year for new teachers covered by the classroom teachers' salary schedule shall include two (2) required orientation sessions as scheduled by the Administration, with no additional compensation for such days. New teachers required to attend additional sessions, beyond the two days, shall be paid at the instructional rate as stated in Section 15.4 of the collective bargaining agreement.

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

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

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

4.3 EXTRACURRICULAR ACTIVITIES

A. Assignments to extracurricular and cocurricular activities beyond the work day shall be voluntary. In the event that no volunteers are forthcoming for a given extracurricular or cocurricular activity for which there is a provision for payment

in the Differentials annexed to this Agreement, an employee may be appointed by the administrator, provided that no teacher may be required to accept such appointment in two successive years.

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

4.4 ELEMENTARY SCHOOL SCHEDULE/SIXTH GRADE ACADEMY

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

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

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

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

4.5 MIDDLE SCHOOL SCHEDULE

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

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

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

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

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

4.6 HIGH SCHOOL SCHEDULE

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

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

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

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

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

4.7 RESOURCE/SUPPORTIVE STAFF

A. It is recognized that the most efficient use of resource and/or supportive staff may involve work day and work year schedules which differ from those set forth elsewhere in this Article. As used herein the term "resource and/or supportive staff" means librarian, instructional resource teacher, guidance counselor, psychologist, social worker, speech and hearing clinician, and any position which becomes a part of school planning and placement teams (excluding classroom teachers).

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

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

ARTICLE V REDUCTION IN FORCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI **FACILITIES**

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

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

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

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

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

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

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

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

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

6.9 The parties recognize that with regard to early childhood education, funding for the facilities and resources described in this Article is limited by the amount of governmental funding provided for such early childhood education programs. Nothing in this Article shall be deemed to require the Board to expend any monies or take any action to expand or modify the facilities and/or resources described in this Article beyond the level in effect as of December 1, 1997.

ARTICLE VII **NON-DISCRIMINATION**

7.1 Both parties agree to continue their policies of not discriminating against any teacher by reasons of membership or non-membership in, participation or non-participation in the activities of the Association or any other employee organization. Both parties also agree to continue their policies of not discriminating against any teacher on the basis of race, color, religion, age, sex, national origin, disability, marital

status, or sexual orientation. Use of masculine or feminine pronouns is understood to refer to teachers of either sex.

ARTICLE VIII **TEXTBOOKS**

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

8.2 Prior to changing a textbook, the teachers affected and/or a committee of such teachers appointed by the Superintendent shall be given the opportunity to meet and consult with the Superintendent or his designee regarding the proposed change or selection.

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

ARTICLE IX **STAFFING CONSIDERATIONS**

9.1 In order to establish class size for Grades K-12, enrollment shall be examined on the tenth (10th) student day in the school year. Where a class size exceeds 25 in Grades K-2, 27 in Grades 3-4 or 28 in Grades 5-6 on such tenth (10th) day, the class(es) affected shall be split and an additional teacher shall be hired for the remainder of the school year. If at any point during the school year after such tenth day a class size exceeds 29 in Grades K-2, 29 in Grades 3-4 or 31 in Grades 5-6, the class(es) affected shall be split and an additional teacher shall be hired for the remainder of the school year.

At each elementary school, class sizes within the same grades shall not deviate by more than one (1) student, unless there are sound educational reasons for such deviation of numbers.

ARTICLE X **NON-TEACHING DUTIES**

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

ARTICLE XI
SUMMER SCHOOL PROGRAM

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

11.2 The Board will adequately publicize its general scope and content, and the positions to be filled by teachers, including a notice in every school (by posting, through the Superintendent's bulletin, or otherwise) as soon as possible.

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

ARTICLE XII
PROTECTIONS

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

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

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

ARTICLE XIII
ACCIDENT BENEFITS

13.1 Whenever a certified person is absent from school as a result of personal injury, compensable under the Connecticut Workers' Compensation Laws, and arising out of and in the course of his employment, he may use his accumulated sick leave to supplement payments received for temporary total disability under the Workers' Compensation Act. Sick leave used for this purpose will be deducted at the rate of one-

half day for each date of absence. The Board shall have the right to have such person examined by a physician designated by the Board for the purpose of establishing the length of time during which he is temporarily disabled from performing his duties, and, in the event that there is no adjudication in the appropriate workers' compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.

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

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

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

ARTICLE XIV **LEAVE PROVISIONS**

SICK LEAVE

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

14.2 Each teacher shall be notified of his accumulated sick leave by letter at the beginning of each school year, either through the payroll process or by separate notification.

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

14.4 Sick leave may be used in the following cases:

- (a) Personal illness or physical incapacity.
- (b) Enforced quarantine of such person in accordance with the community health regulations.
- (c) Illness or physical incapacity in such teacher's immediate family. For the purposes of this paragraph (c) immediate family is defined as any relative who resides in the primary residence of the employee. In addition, if a teacher is eligible for leave under the federal Family and Medical Leave Act in order to provide necessary care for a spouse, parent or child with a serious health condition, the teacher may use accumulated sick leave for up to thirty (30) days of such leave.
- (d) Up to a total of five (5) personal days per year will be granted for absence for business beyond the individual's control which cannot be conducted outside of school hours. Except in emergencies, the request for such leave must be made prior to such leave by the individual to the Director of Human Resources, acting as designee of the Superintendent, provided that for two (2) days per year said request need not state the reason for the leave. Such two (2) days may not be used in conjunction with any other leave day or school holiday, but may otherwise be used in conjunction with each other. Leave under this paragraph (d) will be granted for the following reasons:
 - 1. Court appearance where the teacher is a party or is subpoenaed.
 - 2. House and mortgage closing of the teachers' domicile.
 - 3. Wedding of teacher or member of immediate family.
 - 4. Graduation of teacher or member of immediate family.
 - 5. Funeral not covered in Section 14.9 (multiple requests to attend the same funeral will be granted at the discretion of the Director of Human Resources).

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

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

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

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

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

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

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

14.8 Any teacher who is on leave of absence without pay shall not be paid for sick leave for any reason.

FUNERAL LEAVE

14.9 Three (3) days special leave with full pay shall be granted for a funeral and attendant activities in the event of a death in the immediate family of a teacher. Immediate family for purposes of this clause is defined as parent, stepparent, grandparent, spouse, brother, sister, child, stepchild, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law and father-in-law of a teacher and also any relation who is domiciled in the teacher's house. Additional days may be requested pursuant to Section 14.4(d).

JURY DUTY

14.10 A teacher who is absent from work in order to report for jury duty or appear as a witness under a legally enforceable subpoena shall receive a leave of absence

with full pay. A teacher shall remit per diem jury pay, but not traveling expenses, to the Board when he or she receives jury duty pay from the state. This provision shall not apply to legal proceedings wherein the teacher, or the Association, is a party.

PROFESSIONAL CONFERENCES--VISITING DAY

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

RELIGIOUS LEAVE

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

MATERNITY/ADOPTIVE/CHILDREARING LEAVE

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

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

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

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

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

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

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

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

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

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

LONG TERM LEAVE

14.15 The Board shall consider and may grant requests for a long-term leave of absence without pay for the following reasons. Care of a family member, study not qualifying for sabbatical leave, or other activities leading to professional improvement as an educator. Such leave shall normally be for a full school year, unless the reason does not arise until after the beginning of a school year. A request shall be made at least 90 days prior to the date the leave is expected to commence unless the reason is not known until a later date, and a response shall be given within 45 days of receipt of the request.

SABBATICAL LEAVE

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

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

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

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

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

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

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

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

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

I. Teachers who are granted sabbatical leave shall as a condition of acceptance agree to return to service in the school system for a period of two (2) full school years following the completion of the sabbatical leave. In the event a teacher does not fulfill his/her agreement to serve two years following the completion of the sabbatical leave, the following provisions shall apply:

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

GENERAL PURPOSE LEAVES

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

- A. Such leaves shall be without pay.
- B. Such leaves shall be for a period of one school year.
- C. Application must be submitted prior to March 1st of the school year preceding the school year for which the leave is being requested.
- D. Candidate must have completed at least ten (10) years of satisfactory service with the Board.
- E. During such leave, the teacher may continue insurance coverage provided that the teacher pays the costs for such insurance, except as otherwise provided by law. This subsection E will not apply in any situation in which a teacher is employed by a charter school or any other employer during the period of leave.
- F. Teachers must notify the Board by March 1st of the leave year of their decision whether or not to return to teaching. Failure to notify, results in automatic resignation. This date is of the essence.
- G. Teacher returns to normal salary sequence and benefits accrual excluding the year of leave.
- H. Return to same position is dependent upon needs of school system.

ARTICLE XV **SALARIES**

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

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

15.3 On completion of 15 years service in East Hartford, \$200 will be added to the salary schedule. This will be increased by \$200 each five year period thereafter until

retirement. Credit shall be given for years necessary to achieve longevity for United States Military Service which interrupts teaching service in East Hartford; such credit not to exceed two years. This provision shall be applicable only to teachers who are eligible for and are receiving such longevity payments as of June 30, 1995. Any teacher who is not eligible for and is not receiving such longevity payments as of June 30, 1995 shall not be eligible for such payments.

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

	<u>2013-2014 Rates</u>	<u>2014-2015 Rates</u>	<u>2015-2016 Rates</u>
Home Instruction	\$28.50 per hour	\$28.79 per hour	\$29.08 per hour
Summer Work	\$28.50 per hour	\$28.79 per hour	\$29.08 per hour
Supervision of school dances, athletic events and other activities	\$22.86 per hour	\$23.09 per hour	\$23.32 per hour
Assigned detention supervision which occurs beyond the teacher's normal work day	\$28.50 per hour	\$28.79 per hour	\$29.08 per hour
Special education summer work	\$48.34 per hour	\$48.82 per hour	\$49.31 per hour

ARTICLE XVI INSURANCE

16.1 The Board will provide for all teachers hired prior to July 1, 2013, and their enrolled dependents, the Century Preferred Plan as shown in Appendix C. For the 2013-14 contract year, the teachers' contribution for medical insurance under the Century Preferred Plan shall be 20.0% of the total cost for such insurance. Effective July 1, 2014, the teachers' contribution for medical insurance under the Century Preferred Plan shall be 20.25% of the total cost for such insurance. Effective July 1, 2015, the teachers' contribution for medical insurance under the Century Preferred Plan shall be 20.50% of the total cost for such insurance.

Teachers hired on or after July 1, 2013 shall be able to enroll themselves and their dependents only in the High Deductible Health Plan offered by the Board, as shown in Appendix D, subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with such coverage to be paid by the employee through payroll deduction.

The Board shall offer, as an additional health insurance option for teachers hired prior to July 1, 2013, and their eligible dependents, a high deductible health plan as shown in Appendix D.

For the 2013-14 contract year, the teachers' contribution for the high deductible health plan shall be sixteen percent (16.0%) of the total cost for such insurance. Effective July 1, 2014, the teachers' contributions for the high deductible health plan shall be sixteen and one quarter percent (16.25%) of the total cost for such insurance. Effective July 1, 2015, the teachers' contributions for the high deductible health plan shall be sixteen and one half percent (16.5%) of the total cost for such insurance.

Employees may enroll in a high deductible health plan beginning July 1, 2013. Effective July 1, 2013, the Board shall contribute \$750 (individual coverage) or \$1,500 (two or more person coverage) into each employee's Health Savings Account who enrolls in the high deductible health plan. Effective July 1, 2014, the Board shall contribute \$750 (individual coverage) or \$1,500 (two or more person coverage) into each employee's Health Savings Account who is enrolled in the high deductible health plan. Effective July 1, 2015, the Board shall contribute \$750 (individual coverage) or \$1,500 (two or more person coverage) into each employee's Health Savings Account who is enrolled in the high deductible health plan. Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year. The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

The Board will also provide for all teachers Blue Cross Full Service Dental Plan with riders A, B, C. For the 2013-14 contract year, the teachers' contribution for dental insurance shall be 20.0% of the total cost for such insurance. Effective July 1, 2014, the teachers' contribution for dental insurance shall be 20.25% of the total cost for such insurance. Effective July 1, 2015, the teachers' contribution for dental insurance shall be 20.50% of the total cost for such insurance.

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

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

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

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

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

16.5 All insurance benefits shall be subject to an "or equal" provision which shall allow the Board to effect whatever economies it may deem appropriate provided there is no decrease in the benefit that is negotiated. The EHEA shall be consulted prior to the adoption of any such plan and the Board shall provide a certification from a CLU insurance broker, licensed in the State of Connecticut, that the proposed plan is, in fact, equal to or exceeds the existing plan in benefits, coverages, and administration.

ARTICLE XVII

VACANCIES, ASSIGNMENTS AND TRANSFERS

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

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

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

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

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

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

17.7 Teachers shall be notified in writing annually of their teaching assignments not later than the last day of school. Such notification shall include grade level, subject area and building assignment. In the event of a change in circumstances, such assignments may be changed as required to meet the situation, and the teacher shall be notified as soon as possible. No transfer of teachers will occur after the first fifteen (15) days of school, except in emergency circumstances such as death, resignation, or emergency school closing, or by agreement with the affected teacher after consultation with the Association. In the event that a teacher is reassigned from one building to another building after the start of the school year, the affected teacher shall be given two (2) school days to complete the required move. If the teacher is reassigned within the same building after the start of the school year, he/she shall be given one (1) school day

to complete the required move. Appointments to extracurricular or cocurricular positions shall be confirmed in writing to the teachers appointed to such positions.

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

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

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

ARTICLE XVIII **GRIEVANCE PROCEDURE**

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

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

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

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

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

E. Days shall mean days when school is in session.

GENERAL PRINCIPLES

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

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

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

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

E. In the event a grievance is filed on or after June 1, the Board and the Association may mutually agree upon changes in the time limits set forth herein so that the grievance may be exhausted prior to the end of the school year or as soon thereafter as is possible.

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

PROCEDURE

18.4 1. Informal Level.

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

2. Level One.

A. The aggrieved person shall meet with his/her immediate superior and present a written statement of his grievance to the immediate superior, with a copy to the grieved person, within ten days of the grievance.

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

3. Level Two.

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

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

4. Level Three.

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

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

5. Level Four.

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

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

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

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

RIGHT OF TEACHERS TO REPRESENTATION

18.5 A. Any teacher may be represented at all stages of this grievance procedure by himself or a member of the East Hartford Education Association. When a teacher represents himself or herself, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

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

C. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay or leave time for that purpose.

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

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

MISCELLANEOUS

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

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

C. Any complaint or grievance not presented for disposition through the grievance procedure set forth above within ten (10) school days of the occurrence of the facts or condition giving rise thereto, or within ten (10) school days of the grievant's knowledge of their occurrence, whichever comes later, shall not thereafter be treated or processed as a grievance under this Agreement. In the case of an individual grievance, knowledge shall be presumed to take place no later than thirty (30) calendar days after the occurrence in question.

ARTICLE XIX
ITEMS NOT IN AGREEMENT

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

ARTICLE XX
CURRICULUM DEVELOPMENT

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

ARTICLE XXI
MISCELLANEOUS

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

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

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

21.4 Duties and responsibilities of teachers shall not be changed without the opportunity for negotiations upon request concerning fair and equitable adjustment of

compensation. Any negotiated adjustment shall be effective as of the date of the change in duties and responsibilities.

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

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

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

21.8 Any teacher who uses his/her personal vehicle on Board Business will be reimbursed at the IRS rate. Payment will be monthly.

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

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

ARTICLE XXII
SALARY PLACEMENT

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

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

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

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

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

ARTICLE XXIII
RETIREMENT SEPARATION PAY

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

The following payment formula shall apply:

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

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

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

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

ARTICLE XXIV WAIVER CLAUSE

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

ARTICLE XXV DURATION

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

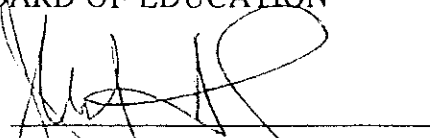
25.2 This Agreement shall be in full force and effect for the period commencing July 1, 2013 - June 30, 2016.

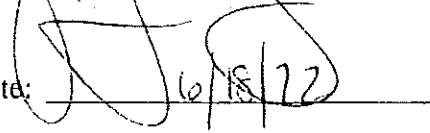
25.3 This Agreement shall bind and inure to the benefit of the Board, certified personnel, and the Association.

EAST HARTFORD
BOARD OF EDUCATION

By

Date:






6/18/12

EAST HARTFORD
EDUCATION ASSOCIATION

By

Date:



6/18/12

SCHEDULE A-1
Salary Schedule
2013-2014

Step	BA	BA+30	MA	MA+1	PHD
1	\$46,957	\$52,917	\$54,405	\$56,886	\$61,853
2	\$49,648	\$55,605	\$57,095	\$59,577	\$64,541
3	\$51,633	\$58,088	\$59,577	\$62,556	\$67,521
4	\$53,621	\$60,569	\$62,060	\$65,534	\$70,497
5	\$55,605	\$63,053	\$64,541	\$68,514	\$73,974
6	\$57,592	\$65,534	\$67,025	\$71,493	\$77,450
7	\$59,577	\$68,514	\$70,002	\$74,470	\$80,926
8	\$62,060	\$71,493	\$72,982	\$77,946	\$84,401
9	\$64,541	\$74,470	\$75,960	\$81,423	\$87,877
10	\$67,025	\$77,450	\$78,938	\$84,898	\$91,352
11	\$69,506	\$80,428	\$81,920	\$88,373	\$94,828

2.50% General wage increase over the 2012-13 salary schedule.

There shall be no step advancement during the 2012-13 contract year.

SCHEDULE A-2
Salary Schedule
2014-2015

Step	BA	BA+30	MA	MA+1	PHD
1	\$47,427	\$53,446	\$54,949	\$57,455	\$62,472
2	\$50,144	\$56,161	\$57,666	\$60,173	\$65,186
3	\$52,149	\$58,669	\$60,173	\$63,182	\$68,196
4	\$54,157	\$61,175	\$62,681	\$66,189	\$71,202
5	\$56,161	\$63,684	\$65,186	\$69,199	\$74,714
6	\$58,168	\$66,189	\$67,695	\$72,208	\$78,225
7	\$60,173	\$69,199	\$70,702	\$75,215	\$81,735
8	\$62,681	\$72,208	\$73,712	\$78,725	\$85,245
9	\$65,186	\$75,215	\$76,720	\$82,237	\$88,756
10	\$67,695	\$78,225	\$79,727	\$85,747	\$92,266
11	\$70,201	\$81,232	\$82,739	\$89,257	\$95,776

1.00% General wage increase over the 2013-14 salary schedule.

Teachers not on the maximum step will advance one step on the salary schedule, effective July 1, 2014.

SCHEDULE A-3
Salary Schedule
2015-2016

Step	BA	BA+30	MA	MA+1	PHD
1	\$47,901	\$53,980	\$55,498	\$58,030	\$63,097
2	\$50,645	\$56,723	\$58,243	\$60,775	\$65,838
3	\$52,670	\$59,256	\$60,775	\$63,814	\$68,878
4	\$54,699	\$61,787	\$63,308	\$66,851	\$71,914
5	\$56,723	\$64,321	\$65,838	\$69,891	\$75,461
6	\$58,750	\$66,851	\$68,372	\$72,930	\$79,007
7	\$60,775	\$69,891	\$71,409	\$75,967	\$82,552
8	\$63,308	\$72,930	\$74,449	\$79,512	\$86,097
9	\$65,838	\$75,967	\$77,487	\$83,059	\$89,644
10	\$68,372	\$79,007	\$80,524	\$86,604	\$93,189
11	\$70,903	\$82,044	\$83,566	\$90,150	\$96,734

1.00% General wage increase over the 2014-15 salary schedule.

There shall be no step advancement during the 2015-16 contract year.

SCHEDULE B-1

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

POSITION	2013-14	2014-15	2015-16	# RELEASE PERIODS*
Athletic Coordinator High School	10,090	10,191	10,293	2
Athletic Coordinator Middle School	6,727	6,794	6,862	3/wk
Computer Coordinator	0	0	0	5
Elem. Media Coordinator	0	0	0	5
Prof. Development Coordinator	5,381	5,435	5,489	2
Supportive Coordinator	8,408	8,492	8,577	1
Student Activities Coordinator H.S.	6,727	6,794	6,862	0
Student Activities Coordinator M.S.	2,018	2,038	2,058	0
MS Team Leader	3,364	3,398	3,432	0
HS Program Leader	3,364	3,398	3,432	0
HS Band Director	3,364	3,398	3,432	0
HS Vocal Director	1,009	1,019	1,029	0
Work Study Advisor	2,353	2,377	2,401	0
MS Academic Areas Coordinator	2,018	2,038	2,058	0
Academic Teams 7-10 Coordinator	3,364	3,398	3,432	1
CAPT & CMT 7-12 Coordinator	3,364	3,398	3,432	0
Select Choir	4,709	4,756	4,804	0
Choir Accompanist	3,364	3,398	3,432	0
Choreographer	3,364	3,398	3,432	0
Asst. Band Director	3,364	3,398	3,432	0
Printer	2,822	2,850	2,879	0
Team Leader - Birth to Three	3,364	3,398	3,432	0
Team Leader - Sp. Ed. Early Childhood	3,364	3,398	3,432	0

Department Chairperson:

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

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

<u>POSITION</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u># RELEASE PERIODS*</u>
Psychological Examiner**	3,280	3,280	3,280	0
Social Worker***	3,280	3,280	3,280	0
Reading consultant***	3,280	3,280	3,280	0
Special Ed. Teacher***	1,510	1,510	1,510	0
Spch. Hrg. Therapist***	1,510	1,510	1,510	0

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

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

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

SCHEDULE B-2

B-2 payments for coaching positions shall be made with the regular payroll process on the first pay day that follows the completion of the regular season:

<u>SPORT</u>		2013-14	2014-15	2015-16
<u>Football</u>				
Head Coach	(1)	6,717	6,784	6,852
Assistant	(3)	5,038	5,088	5,139
Freshman	(2)	5,038	5,088	5,139
<u>Basketball</u>				
Head Coach	(2)	6,297	6,360	6,424
Assistant	(2)	4,618	4,664	4,711
Freshman	(2)	3,779	3,817	3,855
<u>Baseball - Softball</u>				
Head Coach	(2)	5,457	5,512	5,567
Assistant	(2)	4,197	4,239	4,281
Freshman	(2)	3,358	3,392	3,426
<u>Track (Outdoor)</u>				
Head Coach	(2)	5,038	5,088	5,139
Assistant	(2)	3,779	3,817	3,855
Freshman	(2)	2,940	2,969	2,999
<u>Track (Indoor)</u>				
Head Coach	(1)	3,779	3,817	3,855
Assistant	(2)	2,519	2,544	2,569
<u>Swimming</u>				
Head Coach	(2)	5,038	5,088	5,139
Assistant	(2)	3,779	3,817	3,855
<u>Gymnastics</u>				
Head Coach	(1)	5,038	5,088	5,139
Assistant	(1)	3,779	3,817	3,855
<u>Wrestling</u>				
Head Coach	(1)	5,038	5,088	5,139
Assistant	(1)	3,779	3,817	3,855
Freshman	(1)	2,940	2,969	2,999
<u>Soccer</u>				
Head Coach	(2)	5,038	5,088	5,139
Assistant	(2)	3,779	3,817	3,855
Freshman	(2)	2,940	2,969	2,999
<u>Cross Country</u>				

Head Coach	(2)	3,779	3,817	3,855
Assistant	(1)	2,519	2,544	2,569
<u>Volleyball</u>				
Head Coach	(2)	3,779	3,817	3,855
Assistant	(2)	2,519	2,544	2,569
<u>Golf</u>				
Head Coach	(1)	3,779	3,817	3,855
Assistant	(1)	2,519	2,544	2,569
<u>Badminton</u>				
Head Coach	(1)	3,779	3,817	3,855
<u>Tennis</u>				
Head Coach	(2)	3,779	3,817	3,855
<u>Intramurals</u>				
Coaches	(8)	1,679	1,696	1,713
Coordinator*	(1)	1,679	1,696	1,713
<u>Cheerleading</u>				
Coaches	(2)	2,519	2,544	2,569
<u>Hockey</u>				
Head Coach	(1)	6,297	6,360	6,424
Assistant	(1)	4,618	4,664	4,711
<u>Middle School</u>				
Major Coaches	(9)	2,940	2,969	2,999
Minor Coaches	(12)	1,679	1,696	1,713
Cheerleading	(1)	2,100	2,121	2,142
6 th Grade Intramurals	(2)	1,679	1,696	1,713

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

Athletic Trainer - \$17,187 in 2013-14, \$17,359 in 2014-15 and \$17,533 in 2015-16.
Payments are made in three installments, one for Fall sports, one for Winter and one for Spring.

The following provisions shall apply to coaching positions:

1. The Board and the Association agree that it is in the best interests of the district to maximize the opportunities for all interested individuals to apply for athletic coaching positions within the district, and to maximize the district's ability to select the most qualified applicant for all coaching positions.

2. Accordingly, the parties agree that all athletic coaching positions will be posted in a two-year cycle. All Winter and Spring coaching positions will be posted in one two-year cycle, and all Fall coaching positions will be posted in another two-year cycle in the following year. Intramural coaching positions will also be included with their respective seasons.
3. In the event of a vacancy in any coaching position occurring during a two-year cycle for any reason (including, but not limited to, resignation, retirement, non-renewal for the following season and/or termination), the Administration will retain the right to post the vacancy for the remainder of the two-year cycle.

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

SCHEDULE B-3

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

<u>ACTIVITY</u>		2013-14	2014-15	2015-16
<u>High School</u>				
<u>Class Advisors</u>				
Freshman	(2)	613	619	625
Sophomore	(2)	919	928	937
Junior	(4)	1,227	1,239	1,251
Senior	(4)	1,840	1,858	1,877
<u>Extra-Curricular</u>				
Yearbook		3,373	3,407	3,441
Newspaper Advisor		1,840	1,858	1,877
Dramatic Advisor		1,840	1,858	1,877
Stage Manager		1,840	1,858	1,877
Musical Production Advisor		1,840	1,858	1,877
Jazz Band		1,840	1,858	1,877
Drill Team Advisor		1,227	1,239	1,251
School Publicity		1,227	1,239	1,251
Business Manager		1,227	1,239	1,251
Ass't Newspaper Advisor		1,227	1,239	1,251
Ass't Dramatic Advisor		1,227	1,239	1,251
Literary Magazine Advisor		919	928	937
Student Council		919	928	937
Co-Curricular and Other Activities		308	311	314
Orchestra Director		1,009	1,019	1,029
Assistant Choral Director		1,009	1,019	1,029
Lead Teacher/Site Coordinator - UCONN PDC Schools (paid by UCONN)		500	500	500
EHHS/EHMS iPad Coordinator (1 position responsible for both schools)		513	518	523
TEAM Module Readers		513	518	523
<u>Middle School</u>				
Stage Manager		1,840	1,858	1,877
Musical Production Advisor		1,533	1,548	1,563
Class Advisors (4)		1,227	1,239	1,251
Newspaper		1,227	1,239	1,251
Jazz Band		1,227	1,239	1,251
Yearbook Advisor		1,227	1,239	1,251
Student Council		919	928	937
Vocal Ensemble		919	928	937
Chorus Accompanist		613	619	625
Ski Club		613	619	625
Dances				

Band Director	919	928	937
<u>ACTIVITY</u>			
Choir Director	919	928	937
Orchestra Director	919	928	937
<u>Inter-Elementary</u>			
Band	1,227	1,239	1,251
Orchestra	1,227	1,239	1,251
Chorus	1,227	1,239	1,251
Band Manager	613	619	625
Orchestra Manager	613	619	625
Chorus Manager	613	619	625
Chorus Accompanist	613	619	625
<u>Elementary</u>			
Extracurricular Activities per school (6)			
Sunset Ridge School (13 inclusive of art, music, instrumental music & physical education)	613	619	625
Coordinator of Science & Embedded Task Materials	524	537	542
Instrumental Music (A stipend shall be received for each school the teacher is assigned)	613	619	625
Grade level data team leader (data teams of 3 or more teachers)	500	505	510
Grade level data team leader (data teams of 2 or fewer teachers)	250	252	255
<u>CIBA</u>			
Yearbook Club	1,025	1,035	1,045
Peer Tutoring	919	928	937
Interact Club	919	928	937
Student Advisory Board	919	928	937
Chinese Club	308	311	314
Model UN	308	311	314
Mock Trial	308	311	314
Dance Club	308	311	314
GSA	308	311	314
Art Club	308	311	314
Chess Club	308	311	314
Animal Rights Club	308	311	314
Choir	308	311	314

**MEMORANDUM OF UNDERSTANDING
RE: ELEMENTARY SCHOOL TEACHERS**

The following items arising in the course of negotiations are subject to common understanding and are resolved aside from negotiations in the manner stipulated:

1. Duties for Elementary Teachers

- A. A joint committee of two teachers named by the EHEA and two administrators, chaired by the Director of Human Resources shall review the proposed duty schedules. This committee is charged with setting standards for reasonable duty assignments of teachers.
- B. The standards and the proposed duty schedules will be submitted to the committee at each school dealing with shared decision making for purposes of developing a duty schedule.
- C. The duty schedule will be reviewed by the joint committee.
- D. Final decision, if necessary, will be made by the Director of Human Resources after consultation with the Association and the Principal.

2. Flexible Starting/Leaving Time

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

3. Elementary School Schedule 4.4B

If a teacher does not receive the benefit described in the last sentence of Paragraph 4.4B on the date in question he/she will be allowed to leave early on any day within a five (5) day period following the date of incident.

The teacher must notify the principal as much in advance of the day of early departure as possible.

EAST HARTFORD
BOARD OF EDUCATION

EAST HARTFORD
EDUCATION ASSOCIATION

By: Donald M. Currey

By: Emil A. Vetrano

Date: January 17, 1989

Date: January 17, 1989

MEMORANDUM OF UNDERSTANDING RE: UNION BUSINESS

In the matter of communications between this administration and the certified teaching staff on the subject of contractually negotiated items, please be advised that there is no intent to pursue such interest through any vehicle except the legally recognized bargaining agent, the East Hartford Education Association, and within the requirements of applicable state statute.

We believe both parties are bound to deal with such things within the structures of law and mutual respect and will certainly strive to carry out that belief.

EAST HARTFORD
BOARD OF EDUCATION

EAST HARTFORD
EDUCATION ASSOCIATION

By: Donald M. Currey

By: Emil A. Vetrano

Date: January 17, 1989

Date: January 17, 1989

MEMORANDUM OF UNDERSTANDING

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

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

2. **RE: Mainstreaming of Special Education Children**

The Board and the Association agree that prior to the mainstreaming of a special education child, the classroom teacher will receive written communication of such student placement. The notice shall detail the degree of severity and complexity of the student's educational and behavioral problems and any other pertinent information which will aid the teacher in meeting the student's needs. The classroom teacher will also be provided opportunity to conference(s) with a member(s) of the placement team prior to and after placement.

3. **RE: Special Education Testing**

The Board and the Association agree that Section 4.7D, Resource/Supportive Staff, of the Agreement requires the Board to provide special education teachers with diagnostic testing time only when such testing is needed and necessary. It is also understood that such time needs are determined by the administration.

EAST HARTFORD
BOARD OF EDUCATION

EAST HARTFORD
EDUCATION ASSOCIATION

By: Robert S. Fresher

By: Robert Corso

Date: December 12, 1991

Date: December 12, 1991

MEMORANDUM OF UNDERSTANDING

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

EAST HARTFORD BOARD
OF EDUCATION

By: /s/ Jill W. Upton

Date: 12/15/97

EAST HARTFORD
EDUCATION ASSOCIATION

By: /s/ Cheryl N. Prevost

Date: December 15, 1997

MEMORANDUM OF UNDERSTANDING

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

EAST HARTFORD BOARD
OF EDUCATION

By: _____

Date: _____

EAST HARTFORD
EDUCATION ASSOCIATION

By: /s/ Cheryl Prevost _____

Date: _____

MEMORANDUM OF AGREEMENT

The East Hartford Board of Education (the "Board") and the East Hartford Education Association (the "EHEA") agree as follows:

1. The Board has notified the EHEA that, effective at the beginning of the 2001-2002 school year, the elementary school schedule for "specials" (i.e. music, art and physical education) will be modified to provide for longer periods of instruction. As a result, the special area teachers will have additional student contact time each day, effective at the beginning of the 2001-2002 school year.
2. The EHEA has notified the Board that the EHEA believes that the Board's modification of the specials schedule at the elementary schools violates certain provisions of the collective bargaining agreement. In addition, the EHEA has notified the Board that the EHEA believes the Board is obligated to negotiate with the EHEA regarding the impact of the modification of the specials schedule. The Board denies that the modification of the specials schedule violates the contract in any respect. In addition, the Board disputes the EHEA's contentions regarding impact bargaining.
3. In order to avoid protracted proceedings regarding the EHEA's claims, and in order to fully and finally resolve any and all contract violation claims and impact bargaining issues arising out of the modification in the specials schedule at the elementary schools, the Board and the EHEA agree as follows:
 - a) Effective at the beginning of the 2001-2002 school year, Schedule B-3 of the collective bargaining agreement will be modified to provide for a total of six (6) extracurricular activities per elementary school, at the stipend rates set forth in the Schedule B-3. The six (6) extracurricular activities per elementary school will include extracurricular choral and art activities. In addition, a stipend for physical education activities (i.e. Hershey Track Meet) at each elementary school will be added to Schedule B-3. The ratio and stipend amounts for the physical education activities stipend will be equal to the ratio and stipend amounts for High School Co-Curricular and Other Activities (i.e. a ratio of .01, and stipend amounts of \$241, \$249 and \$256, respectively, for the three years of the collective bargaining agreement).
 - b) Effective at the beginning of the 2001-2002 school year, elementary special area teachers (i.e. music, art and physical education teachers) will be responsible for lunch duty every third day of school. Lunch duty will not exceed the length of a student lunch period. Such teachers will not have any other administrative duty periods.
4. The modification of the Unified Arts schedule, as described above, shall not impact on the length of the student day and/or teacher work day as described in Article IV of the collective bargaining agreement.

5. The EHEA agrees that it will not file or pursue, or assist any bargaining unit member in filing or pursuing, any prohibited practice charge, grievance or other claim arising out of the Board's modification of the specials schedule, as described above.

EAST HARTFORD EDUCATION
ASSOCIATION

EAST HARTFORD BOARD OF
EDUCATION

By: /s/ Cheryl Prevost
Cheryl Prevost, President

By: /s/ J.J. Fallon
Dr. James J. Fallon
Superintendent of Schools

Date: 8/6/01

Date: 8/6/01

APPENDIX C

Century Preferred PPO

East Hartford Public Schools (Teachers)

PPO - \$20 Copayment

East Hartford Board of Education

Benefits at a Glance

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$20	Deductible & Coinsurance
Hospital (HSP) Copayment	\$300	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$100	\$100
Outpatient Surgery (OS) Copayment	\$150	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$500/\$1,000/\$1,500
Coinsurance		20% after deductible up to
Out of Pocket Maximum (<i>individual/2-member family/3+ member family</i>)		\$4,000/ \$8,000/ \$10,000
Lifetime Maximum	Unlimited	\$1,000,000

PREVENTIVE CARE

Well child care*	No Charge	Deductible & Coinsurance
Periodic, routine health examinations*	No Charge	
Routine eye exams – <i>one exam per year</i>	No Charge	
Routine OB/GYN visits – <i>one exam per year</i>	No Charge	
Mammography <i>1 baseline age 35 – 39 years 1 screening per year age 40+</i> <i>Additional exams when medically necessary</i>	No Charge	
Hearing screening – <i>one exam per year</i>	No Charge	

MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	OV Copayment No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	HSP Copayment	Deductible & Coinsurance
Maternity and newborn care	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	

EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance – <i>air subject to maximum per trip-\$3,000 land -\$500 maximum</i>	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services <i>60 visit maximum for PT, OT, ST and Chiro. per year</i>	OV Copayment	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment Maximum <i>\$1000 per calendar year – excess covered as out of network</i>	No charge	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient-Covered up to 60 days per calendar year	HSP Copayment	Deductible & Coinsurance
Outpatient/office visits- 40 visit maximum-non par 80%	OV Copayment	
Inpatient Alcohol/Substance Abuse – 45 day maximum per calendar year	HSP Copayment	Deductible & Coinsurance

*** Schedule of health examinations:**

- 6 exams birth to 1 year
- 1 exam per calendar year from 1 through 5 years
- 1 exam every 2 years from 6 through 10 years
- 1 exam every year from 11 through 21 years
- 1 exam every 5 years from 22 through 29 years
- 1 exam every 3 years from 30 through 39 years
- 1 exam every 2 years from 40 through 49 years
- 1 exam annually from 50 years and older

Note: In situations where the member is responsible for obtaining the necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the brochure in your enrollment kit for information on the discounts we offer on health-related services and products.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

A product serving residents and businesses in the State of Connecticut.

PUBLIC SECTOR 3 TIER PRESCRIPTION PLAN (Teachers PPO)
Benefits at a Glance

\$5 COPAYMENT GENERIC DRUGS
\$15 COPAYMENT LISTED BRAND-NAME DRUGS
\$30 COPAYMENT NON-LISTED BRAND-NAME DRUGS
\$2,000 Annual Maximum

How To Use 3-Tier Managed Rx

3-Tier Managed Rx has three different levels (or "tiers") of copayments, depending on the type of prescription drug you purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You'll still have coverage brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It's a simple way to save out-of-pocket expenses:

Copayments and Day Supplies

- You will be responsible for **one copayment** when purchasing a **30-day supply (34-day supply/100 Unit Dose)** of prescription drugs from a retail pharmacy.
- You'll be responsible for **Two copayments** when purchasing a **30-day to 100-day supply** of maintenance drugs through the voluntary mail-service program (see chart for details).

Generic Drugs Have the Lowest Copayment

		<i>Your copayment:</i>
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug that is on the list of preferred prescription drugs. Tier 2 copayment applies.	\$15
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on the list of preferred prescription drugs. Tier 3 copayment applies.	\$30
Mail Service	Two copayments when purchasing 30-day to 90-day supply	\$10/\$30/\$60
Annual Maximum	Per member per calendar year	\$2,000

Generic Substitution

Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates "Dispense as Written." In this case you will receive the brand-name drug —and you will be responsible for the applicable listed brand or non-listed brand copayment. NOTE: If your doctor does *not* indicate "Dispense as Written," you will be responsible for the applicable listed brand or non-listed brand-name copayment as well as the difference in cost between the generic and listed brand or non-listed brand name drug.

Voluntary Mail-Service Program

The voluntary mail-service drug program can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 100-day supply of these medications and have them delivered directly to your home.

Two mail-service copayments will apply as follows: **Generic \$10/Listed brand name \$30/Non-listed brand name \$60.**

National Pharmacy Network

Members also have access to a network of retail pharmacies throughout the country. Members may call to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims directly for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between the negotiated payment and the pharmacist's actual charge.

Limits and Exclusions

Benefits are limited to no more than a **30-day supply (34-day supply/100 Unit Dose)** for covered drugs purchased at a retail pharmacy, and no more than a **100-day supply** for covered drugs purchased by mail service. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

Benefits for prescription oral contraceptive and sexual dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

APPENDIX D

HIGH DEDUCTIBLE HEALTH PLAN HEALTH SAVINGS ACCOUNT

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

COST SHARE PROVISIONS	In-Network <i>Member pays:</i>	Out-of-Network <i>Member pays:</i>
Annual Deductible (<i>single/family</i>)	\$1,500 / \$3,000	
Coinsurance	Not applicable	20%
Coinsurance Maximum (<i>single/family</i>)	\$1,500/ \$3,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Covered Services		
	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible <i>Member pays:</i>
PREVENTIVE CARE		
Well child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
Other Preventive Screenings:		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per member per Calendar Year – additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance

Allergy Injections – Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible & Coinsurance
Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
PHYSICIAN MEDICAL/SURGICAL SERVICES		
Medical Office Visits	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
<i>Private Duty Nursing</i> Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
<i>Immunizations and Vaccinations for Travel</i>	Deductible	Deductible & Coinsurance
<i>Prescription Drugs</i> Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply. Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance
Mail Order Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 90 day supply. Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance

Prescription drugs –after deductible <i>(when purchased from network pharmacy)</i>	<u>Retail (30 day supply)</u> \$10 Tier 1 co payment \$25 Tier 2 co payment \$40 Tier 3 co payment Mail Order (90 day supply) \$10 Tier 1 co payment \$50 Tier 2 co payment \$80 Tier 3 co payment	
Human Organ and Tissue Transplant Unlimited Maximum	Deductible	Deductible & Coinsurance
Home health care Nursing and therapeutic services limited to 200 visits per calendar year Home health aide services limited to 80 visits tat (applicable to the 200 visit limit)	Deductible Deductible	Deductible & Coinsurance Deductible & Coinsurance
In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible	Deductible & Coinsurance
Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of 41,000 within a two year period Diabetic equipment and supplies	Deductible	Deductible & Coinsurance
<i>Ostomy Related Services</i>	Deductible	Deductible & Coinsurance
Hospice Care (Inpatient)	Deductible	Deductible & Coinsurance
<i>Wig</i> Up to \$500 maximum per Member per Plan Year		
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services – covered only to the levels pursuant to State of CT mandate Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

Dependent Maximum age is 26 years.

Notes to Benefit Descriptions

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.

- For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

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

Robert J. Prick

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD
740 Main Street
East Hartford, Connecticut 06108

2012 JUL 12 A 8:35
(860) 291-7208
TOWN CLERK (860) 291-7389
EAST HARTFORD

DATE: July 12, 2012

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, July 17, 2012 7:15 p.m. CT Baccalaureate Academy
857 Forbes Street
College Research Room, #109

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

Tuesday, July 17, 2012

7:15 p.m.

**CT Baccalaureate Academy
857 Forbes Street
College Research Room, #109**

The purpose of the meeting is to meet in Executive Session to discuss the property damage claim of town employee Glenn Vincent re: motor vehicle accident on June 8, 2012.

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel
Cindy Bennett, Risk Manager