

*Robert J. Porek*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT

2012 SEP 17 P 3:24

TOWN CLERK  
EAST HARTFORD

SEPTEMBER 19, 2012

6:45 p.m. Executive Session

REVISED 09-17-12

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
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. September 4, 2012 Public Hearing/Improve East Hartford Program
  - B. September 4, 2012 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. **United Way Campaign Presentation**
  - B. Development Department Update
  - C. Raymond Library Expansion Update
  - D. **Prescription Drug Take-Back Day – September 29<sup>th</sup>**
  - E. **Library Commission: Valerie Scheer's Resignation**
7. OLD BUSINESS
8. NEW BUSINESS
  - A. 2013-2016 Collective Bargaining Agreement: East Hartford Board of Education and the East Hartford Education Association
  - ~~B. CCM Energy Purchasing Program Participation – Solar Applications: Phase II~~
  - C. Loan Agreement between CL&P and Town of East Hartford re: Lighting Retrofits at the East Hartford Town Garage
  - D. Town of East Hartford Credit Card – Webster Bank
  - E. Town-owned Property Other Than Real Estate – Committee of the Whole – Parks and Recreation Department: Haunted House Items
  - F. Referral to Ordinance Committee:
    1. Security Cameras
    2. Panhandling/Fraudulent Solicitation
  - G. Appointments to the Library Commission:
    1. Seraphine Pelletier; term to expire 12/14
    2. **Mary Mourey; term to expire 12/14**

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
  
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. Beverly Blount-Lawrence vs. Town of East Hartford – Property Damage Claim
  - B. **Lain Pinney vs. Town of East Hartford et al – Law Enforcement Liability**
  - C. Eugene Brokowski v. Town of East Hartford – Workers' Compensation Claim
  
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
  
12. ADJOURNMENT (next meeting: October 2, 2012)

*Robert J. Rossi*

TOWN COUNCIL CHAMBERS

2012 SEP 10 A 10:20

740 MAIN STREET

TOWN CLERK  
EAST HARTFORD

EAST HARTFORD, CONNECTICUT

SEPTEMBER 4, 2012

PUBLIC HEARING/IMPROVING EAST HARTFORD PROGRAM

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

ABSENT Vice Chair William P. Horan, Jr.

Chair Kehoe called the public hearing to order at 7:07 p.m.

The following is a copy of a legal notice published in the Wednesday, August 22, 2012 and Wednesday, August 29, 2012 edition of the Hartford Courant.

=====

LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on **Tuesday, September 4, 2012 at 7:00 p.m.** in the Town Council Chambers, 740 Main Street, East Hartford, Connecticut, regarding the proposed "Improve East Hartford Program", Alternative A and Alternative B, pursuant to the requirements of §12-65 (d) of the Connecticut General Statutes.

Any person(s) wishing to express an opinion on this matter may do so at this meeting.

A copy of Alternative A and Alternative B is on file in the Town Clerk's office for inspection.

Angela Attenello  
Town Council Clerk

Chair Kehoe summarized the history of the proposed resolution "Improving East Hartford Program". This program would create an incentive for residential and commercial property owners in East Hartford to invest in their properties by offering a tax abatement on the increased assessment of the improved property. He stated that there have been several public hearings on this initiative. Pursuant to the requirements of §12-65 (d) of the Connecticut General Statutes, the resolution was sent to the town's Planning and Zoning Commission for their input. The Chair explained that the comments from the Planning and Zoning Commission were addressed by creating Alternative B, which would apply the Improve East Hartford program to properties in certain zones, while Alternative A would be applicable to certain areas of town. Additionally, the Chair stated that due to the uncertainty of the viability of this program, the current proposals that are the subject of tonight's public hearing are offered as a limited two-year pilot program.

The following citizens came forward:

Donald Currey, 14 Martin Circle, supports the intent of the program and believes it should apply to the entire town. Mr. Currey's second choice would be Alternative B, with the revision that would only exclude properties in DDD-I and DDD-II zones, thereby including all residential properties.

Robert Pasek, 403 Burnside Avenue, believes that the Improve East Hartford program would be beneficial to the entire town. Mr. Pasek also agrees that if Alternative B is considered, a revision that would eliminate the eligibility of DDD-I and DDD-II zones should be made.

Tim Coppage, 235 East River Drive, supports the Improve East Hartford program and stated that all residential zoning – at a minimum – should be eligible for this incentive.

Susan Kniep, 44-46 and 50 Olde Roberts Street, stated that, with the proposed Improve East Hartford program, the savings on taxes for the average homeowner is minimal. Ms. Kniep also is concerned about the impact of Senate Bill 22 on the Improve East Hartford program.

Deb Arrieta, 6 Sunset Ridge Drive, thinks that the Improve East Hartford program is beneficial for all residents and should, therefore, apply to all residential properties in town.

Susan Skowronek, 84 Syracuse Drive, supports the Improve East Hartford program for the entire town, not just for certain areas or zones.

Robin Pearson, 235 East River Drive, believes that the Improve East Hartford program is a great opportunity for residents and will be a wonderful incentive which should be available to the entire town.

John Ryan, 172 Burke Street, agrees with the previous speakers who believe that the Improve East Hartford program should apply to the entire town, not just by zone or areas.

Don Sugalski, 1736 Main Street, suggested that the proposed Improve East Hartford Program should go before the voters in the form of a referendum.

Mayor Leclerc presented the Council with a map of the town that highlighted those properties in foreclosure, bank-owned properties, properties with registered complaints from the town's Inspections & Permits department, and those properties on the Mayor's N.E.A.T. list – all of which total approximately 608 properties. The scattered locations of these properties indicate that there is no one specific area where these properties are confined to. Mayor Leclerc said that she will provide the Council with a list of these properties.

#### ADJOURNMENT

MOTION      By Eric Thompson  
                  seconded by Barbara Rossi  
                  to adjourn (8:00 p.m.).  
                  Motion carried 8/0.

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

*Robert J. Beck*

EAST HARTFORD TOWN COUNCIL

2012 SEP 10 A 10: 20

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

SEPTEMBER 4, 2012

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

ABSENT Vice Chair William P. Horan, Jr.

CALL TO ORDER

Chair Kehoe called the meeting to order at 8:01 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

Ringside World Tournament Champion: Mykquan Williams

Mayor Leclerc, in conjunction with the Town Council, presented the following proclamation to Mykquan Williams:

*PROCLAMATION*

*Be it hereby known to all that East Hartford Mayor Marcia A. Leclerc and members of the Town Council hereby offer their congratulations to*

*MYKQUAN WILLIAMS  
RINGSIDE WORLD TOURNAMENT  
CHAMPION*

*On behalf of the citizenry of the Town of East Hartford, we hereby recognize the Ringside World Tournament title that Mykquan won in the fourteen year old division, his third boxing championship in a row, the event was held on July 30 thru August 4, 2012 in Kansas City, Missouri.*

Mayor Leclerc recognized Mykquan's coach and trainer, Town of East Hartford employee Paul Cichon, and Kate Nicholas, President of the Manchester Ring of Champions where Mykquan trains. Mykquan thanked Paul Cichon for his guidance, thanked his aunt for her support and hopes to attain his goal of representing East Hartford in the 2016 Olympics.

The Councillors congratulated him and urged him to go for the "gold" in 2016.

Ms. Nicholas commented on the number of Mykquan's teachers who came to support him at a boxing event in May and invited the Councillors to visit her club.

## OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Leclerc (1) introduced Santiago Malave, the newly appointed Human Resources Director who addressed the Council on his experience in his field. Mr. Malave looks forward to working for the Town of East Hartford; (2) announced that the YMCA is harvesting their garden this Saturday; (3) reminded all that the Citizens Academy is starting Thursday, September 6<sup>th</sup> from 6:30PM to 8:30PM; (4) said that there will be a public information program on the Raymond Library expansion on September 17<sup>th</sup> in the Lion's Room at the Raymond Library; (5) attended the 30-year anniversary celebration of Mark Scheinberg being in East Hartford; (6) attended the Glastonbury Elementary Magnet School opening; (7) announced that the Rotary Club will host a golf tournament fund raiser on September 24<sup>th</sup>, the proceeds of which will provide a bookmobile for the town; (8) informed the Council that the "B-3" project – Benches, Barrels & Bike Racks – on Main Street has been successful and the next Main Street Merchant meeting will be on September 26<sup>th</sup> at 5:30PM in the Welling Conference Room; and (9) welcomed Mr. Malave to his new position of Human Resources Director and looks forward to working with him.

## APPROVAL OF MINUTES

### August 21, 2012 Regular Meeting

MOTION      By Barbara Rossi  
                  seconded by Eric Thompson  
                  to **approve** the minutes of the August 21, 2012 Regular Meeting.  
                  Motion carried 8/0.

## COMMUNICATIONS AND PETITIONS

### Responses to Questions Asked of Administration

Chair Kehoe summarized the answers from the administration to the Councillors' questions at the August 21, 2012 Town Council meeting. The responses were included in this evening's electronic packet, but are also available through the Town Council Clerk.

### On-Call Service Contracts Report

Chair Kehoe noted that per §10-6 (a) of the Town of East Hartford Code of Ordinances, "... Finance Director shall report to the Town Council the amount expended by the town on each on-call service contract during that fiscal year." This report is filed in the Town Council office.

### Maple Street Culvert Replacement Project

Chair Kehoe announced that on September 17<sup>th</sup> and probably through October 1<sup>st</sup>, Maple Street will be closed to through traffic due to the replacement of the culvert that runs under the road.

OLD BUSINESS

None

NEW BUSINESS

Referral to Tax Policy Committee re: Sale of 17 Comanche Road and 10 Cherokee Road  
Mobile Home Tax Liens

MOTION By Marc Weinberg  
seconded by Barbara Rossi  
that the Town Council, acting as a Committee of the Whole for the  
Tax Policy Committee, **approve** the sale of the outstanding tax  
liens on the condemned mobile homes at 17 Comanche Road and  
10 Cherokee Road for the sum of \$10.00 each to the owners of the  
Rivermead/Colonial Mobile Home Park as notated on a memo  
dated August 21, 2012 from Michael Walsh, Finance Director to  
Marcia Leclerc, Mayor.  
Motion carried 8/0.

Refund of Taxes

MOTION By Marc Weinberg  
seconded by Eric Thompson  
to **refund** taxes in the amount of \$3,147.11  
pursuant to Section 12-129 of the Connecticut General Statutes.  
Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Int Paid	Over Paid
2011-03-0050625	ALERT SCIENTIFIC INC	2006//1D4GP24R26B600064		\$ (69.83)
2010-04-0080592	BENOIT MATTHEW M	1998//4C3AU52N6WE054514		\$ (20.66)
2011-03-0052999	BENOIT MATTHEW M	1998//4C3AU52N6WE054514		\$ (67.64)
2010-03-0053147	BERNIER ROBERT W	1994//2G4WB55L0R1463760		\$ (49.26)
2011-03-0055383	CAOJETTE RICHARD J	1997//1FTFX28L2VNC66744		\$ (30.85)
2011-03-0056358	CHARIWALA NOORMOHMED I	1998//1Y1SK5284WZ418094		\$ (7.87)
2011-03-0056403	CHASE AUTO FINANCE CORP	2009//1YVHP82A695M08063		\$ (208.05)
2011-03-0056413	CHASE AUTO FINANCE CORP	2009//JF2SH646X9H768989		\$ (350.02)
2011-03-0056651	CINXO MARSELA V	1993//YV1LS5505P2086721		\$ (10.78)
2011-03-0056704	CLARK ERIC L	2001//1G8ZK52721Z244054		\$ (99.19)
2011-03-0057835	COSTA JOSE J	1992//4TARN81P4NZ014775		\$ (13.52)
2011-03-0059312	DELLAGHELFA JAMES D	1996//JN1CA21D9TT117802		\$ (9.28)
2011-03-0060048	DONAHUE PHILIP W	2000//1FTYR14V6YTB13854		\$ (13.57)
2011-03-0060098	DONOFRIO JASON M	1992//WBABF3313NEF37792		\$ (7.70)
2011-03-0063336	GABRIELE RALPH OR GABRIELE LEE K	2004//1D7FL16K34S643457		\$ (36.16)

2011-03-0064764	GOSSELIN JAMES J	1989//2FTEF15YXKCB43994		\$ (15.06)
2011-03-0067800	JAM LEASING LLC	2010//WDDHF8HB8AA198012		\$ (232.92)
2011-03-0067801	JAM LEASING LLC	2008//47GBH27298B000029		\$ (21.01)
2011-03-0067874	JARVIS JANIS	1995//1FALP52U1SG250742		\$ (11.00)
2011-03-0068253	JOLIE RICHARD W	2002//1FTYR44U32TA12075		\$ (35.52)
2011-03-0063989	JOLIE RICHARD W	2003//1G4CVW54K734179005		\$ (36.80)
2011-03-0069119	KIJEK FRANCIS S	1995//1G2NE55M8SC814550		\$ (5.86)
2011-03-0069728	KYLE JAMES E JR	2002//3FAFP31392R219371		\$ (21.65)
2011-03-0069765	LABONNE NANCY A	2006//1FAFP36N36W101930		\$ (46.29)
2011-03-0070138	LARAIA KEITH M	2007//JKAZX4P167A018431		\$ (170.73)
2011-03-0072816	MATTHEWS BONNIE S	2000//YV1TS94D6Y1069316		\$ (53.44)
2011-03-0073718	MERCADO MILITZA	2000//1FAFP34P8YW174511		\$ (19.30)
2010-03-0074078	MICHAUD DORA L	2002//2FMZA51492BA71178		\$ (10.19)
2011-03-0074732	MORIN CARL J OR MORIN BEVERLY	1996//1J4FJ68S4TL293270		\$ (17.80)
2011-03-0075823	NISSAN INFINITI LT	2010//1N4AL2EP2AC152946		\$ (345.28)
2011-03-0077203	PARDO JOSE A	1997//4T1BG22K0VU771956		\$ (22.85)
2011-03-0080854	ROBITAILLE LILLIAN A OR ROBITAILLE RAYMOND	1992//1FACP50U1NA115917		\$ (7.87)
2011-03-0081591	ROSARIO HECTOR OR ROSARIO OGULGEREK	1998//1FAFP66Z6WK308288		\$ (6.71)
2011-03-0082663	SARDARYAN ERIK	2003//1GNDX03E63D182991		\$ (13.57)
2011-03-0082951	SCHWAGER WILLIAM C	1999//2T1BR12E2XC113526		\$ (21.87)
2011-03-0085403	TAWIAH MORRISON	1996//1N4AB41D3TC762304		\$ (82.58)
2011-03-0085460	TAYLOR RACHEAL A	2002//1G8ZH52812Z190741		\$ (53.49)
2011-03-0086303	TOYOTA MOTOR CREDIT	2010//4T1BF3EK6AU540588		\$ (314.82)
2011-03-0086613	TUCKER ANDRE K	2003//1FAHP36323W167839		\$ (136.16)
2011-03-0086714	TWARKINS JOHN W OR TWARKINS VIVIAN A	1990//4T1SV21EXLU217063		\$ (8.13)
2010-04-0087214	VAZQUEZ RICHARD	2005//JHMCN36465C011681		\$ (107.05)
1999-03-0088105	WILSON REGINA P	1995//1HGEJ222XSL056284	\$ (33.58)	\$ (160.01)
2010-03-0089513	WINFUL REX K	2002//KNDUP131X26229146	\$ (19.21)	\$ (106.70)
2011-03-0089565	ZEMANTIC THOMAS A	1997//3VWSB81H5VM054854		\$ (15.28)
		SUBTOTAL	\$ (52.79)	\$ (3,094.32)
		TOTALS		\$ (3,147.11)



East Hartford Scout Family Fun Day

MOTION By Ram Aberasturia  
seconded by Linda Russo  
to approve the outdoor amusement permit application, entitled East Hartford Scout Family Fun Day, as submitted by Timothy Lynch, Activity Coordinator for the Boys Scouts of America, to conduct a day to generate interest, knowledge and recruitment of youth into the Boys and Girl Scouts of America at Alumni Park on Saturday, September 15, 2012 from 8AM to approximately 4PM, with music from 8AM to 4PM, 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; and to waive the associated permit fee under the provisions of the Town of East Hartford Code of Ordinances §5-6(c) as this is a not-for-profit organization.  
Motion carried 8/0.

Gengras Harley-Davidson Fall Open House

MOTION By Ram Aberasturia  
seconded by Barbara Rossi  
to approve the outdoor amusement permit application submitted by Hannah Gavin, Events Coordinator, on behalf of Gengras Motor Cars, Inc. to conduct a Fall Open House weekend featuring music, a cookout, sales and vendors, and a stunt show performed by Luke Emmons, at 221 Governor Street on Saturday, September 22, 2012 from 9AM to 5PM, with music during those same hours, and on Sunday, September 23, 2012 from 10AM to 3PM, with music during those same hours; 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

Eric Thompson inquired on the poor maintenance of the lot on Chester and Forbes Street where the town posts signs. Mayor Leclerc indicated that the lot which the town thought it owned is actually the property of a private party who is letting the property go back to its natural state.

Pat Harmon asked when the road construction on Forbes Street will be completed as it is contributing to the traffic problem. Mayor Leclerc stated the paving contract called for completion prior to school opening. The contractor is facing a liquidated damages claim by the town. The town is pressing for a quick completion within a few weeks.

Esther Clarke (1) wanted to know what the plan is for Firehouse #5, located on Main Street near Brewer Street, since it is now empty; and (2) inquired on the possibility of using Foran Park as the site for the new senior center. Mayor Leclerc indicated the firehouse will be demolished and the lot will probably be sold, but will temporarily house

library equipment during the Raymond Library expansion project. The Mayor will look into the Foran Park property but believes it wouldn't be appropriate for a senior center.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc confirmed that the public presentation for the Raymond Library expansion will be held on Monday, September 17<sup>th</sup> in the Lion's Room at the Raymond Library at 5:30 p.m.

ADJOURNMENT

MOTION      By Eric Thompson  
                  seconded by Barbara Rossi  
                  to **adjourn** (8:50 p.m.).  
                  Motion carried 8/0.


The Chair announced that the next meeting of the Town Council would be on Wednesday, September 19<sup>th</sup> in consideration of Rosh Hashanah.

Attest Angela M. Attenello  
                  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:** September 14, 2012  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** COMMUNICATION: United Way Campaign

Please save time on the September 19, 2012 Town Council agenda for a United Way Campaign presentation.


Thank you

**C:** S. Krechko, Youth Services

---

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:** September 13, 2012  
**TO:** Richard Kehoe, Chair   
**FROM:** Mayor Marcia A. Leclerc  
**RE:** COMMUNICATION: Development Department Update

Please save time on the September 19, 2012 Town Council agenda for a Development Department update.

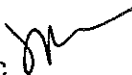
Thank you

C: J. Choquette, Development Department

---

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:** September 10, 2012  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** COMMUNICATION: Raymond Library Budge Addition Update

Please place on the September 19, 2012 Town Council agenda under communications.

Thank you


C: M. Walsh, Director of Finance



## MEMORANDUM

**DATE:** September 7, 2012

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance 

**TELEPHONE:** (860) 291-7246

**RE:** Raymond Library Budget Addition Update

---

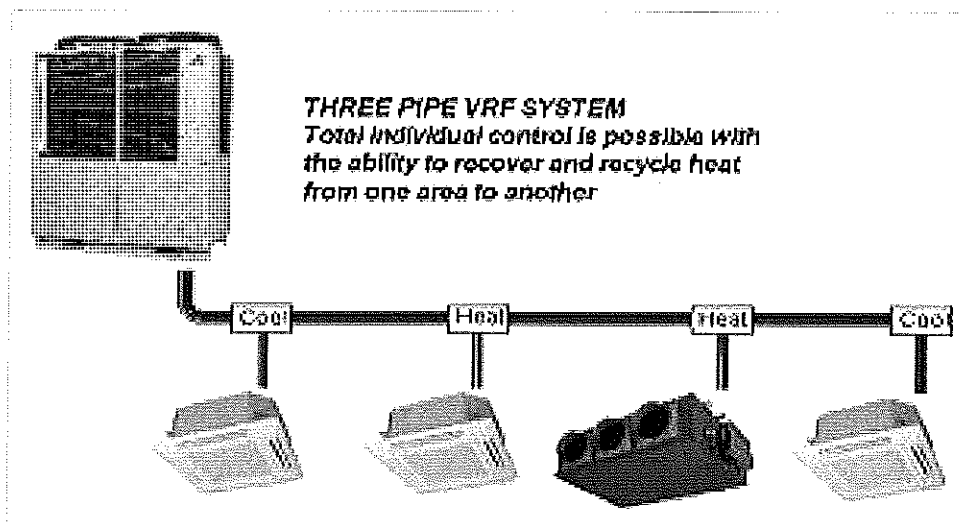
By way of this memo, please accept the following budget update on the Raymond Library Addition. As you know, in November of 2008, voters approved the following referendum question related to the Raymond Library:

RESOLUTION APPROPRIATING \$2,100,000 FOR THE TOWN'S GRANT TO THE RAYMOND LIBRARY COMPANY FOR THE PLANNING, ACQUISITION AND CONSTRUCTION OF THE EXPANSION OF RAYMOND LIBRARY AND AUTHORIZING THE ISSUANCE OF \$2,100,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Two additional grants totaling \$4 million have been awarded to East Hartford to complete the addition and renovation leaving us with a base budget of \$6.1 million for the project.

In and of itself, this \$6.1 million budget is sufficient in 2012 dollars to complete the addition. However, additional work above and beyond the scope of the original project should be considered by the Town Council so that the work can be completed concurrently with the closure of the Library. Those items are discussed in more detail below.

1. New roof - the existing asphalt shingled library roof was installed in 1994 using a 20 year shingle. Certain parts of the roof under the mechanicals are comprised of a hot gravel asphalt application. The roof currently suffers from water penetration and should be replaced. The estimated cost to replace the roof with a membrane solution is \$275,000. Once replaced, the roof would be a candidate for a roof mounted solar array to reduce the cost of the energy use at the facility.
2. Variable Refrigerant Flow (VRF) System to replace existing HVAC mechanicals - the existing roof mounted heating and cooling system is circa 1995, and by today's standards, is inefficient. Consistent with the town's goal to reduce energy usage in each town building by 20% by 2020, a VRF system at a cost of \$725,000 would be a timely capital improvement. A schematic is present on the next page.



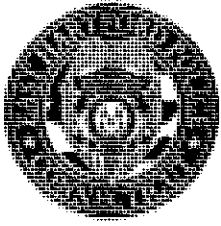
3. Code compliance/safety upgrades, painting, carpeting – consistent with the new addition and to take advantage of the closing, the Mayor has requested that any code compliance/safety upgrades be addressed as necessary. Additionally, fresh paint and new carpeting will be applied to the existing stack space and patron areas of the library at an estimated cost of \$500,000.
4. Parking base and overlay – with the acquisition of an abutting property, additional base material and a paving overlay of the new parking lot will be required at an estimated cost of \$125,000.
5. Repointing – With the building closed, the Town’s Facilities Manager is recommending repointing the brick face on the Raymond Library as a regularly scheduled maintenance item to better prevent water penetration through the bricks and mortar of the exterior envelope. The estimated cost to complete this project is \$275,000.

All totaled, \$1.9 million of project work over and above the initial expansion should be considered. To fund this additional work, I would propose the following:

1. Reduce the 10% construction contingency to 5% saving \$285,000.
2. Avoid \$100,000 of estimated bonding costs by coupling this bond with other bonds set for issuance, like the road bond.
3. Issue a tax exempt capital lease for the \$725,000 VRF system over a period of 7 years and pay for it as we do other capital improvement items (as part of the General Fund Budget/ Debt Service).
4. Use \$125,000 from the road bond proceeds to complete the parking lot.
5. Use future LOCIP allocations totaling \$275,000 to complete the roof.
6. Incorporate the use of an energy performance contract for the VRF system and possible roof mounted solar arrays to offset some of cost of the equipment.

As you can see, we can incorporate these costs related to the addition by utilizing a variety of different funding sources. However, the Council should be keenly aware of the variability of the solution in advance so there is no confusion as to the eventual source of funds when approvals become necessary.

Should you have any questions or problems on the aforementioned, please feel free to contact me. I will be on hand at the September 19<sup>th</sup> meeting to address this memo in more detail.



## East Hartford Police Department Press Release

**For Immediate Release: August 24, 2012, 11:00 a.m.**

**Re: National Prescription Drug Take-Back Day: September 29, 2012 (Saturday) from 10:00 A.M to 2:00 P.M.**

**Location: Public Safety Building, 31 School Street, East Hartford, CT**

The Drug Enforcement Administration (DEA) has scheduled another National Prescription Drug Take-Back Day which will take place on Saturday, September 29<sup>th</sup> 2012 from 10:00 a.m. to 2:00 p.m. at the East Hartford Public Safety Complex, located at 31 School Street. Locally, this event is being sponsored by the East Hartford Police, Fire, and Health Departments. The program offers citizens the opportunity to safely discard and surrender expired, unused, or unwanted pharmaceutical controlled substances and other medications that have accumulated in their households.

Residents are advised that the collection program is limited to prescription medications, pills, capsules and caplets. Items which cannot be collected include: I.V. bags, sharps (anything with a needle or lance), Epi-pens, patches, gels, medications in tubes and liquids.

When the national results of the three prior Take-Back Days are combined, the DEA and its state, local and tribal law enforcement and community partners have removed 995,185 pounds (498.5 tons) of medication from circulation in the past 13 months.

“These events dramatically reduce the risk of prescription drug diversion and abuse, sickness and hospitalizations attributable to inappropriate or outdated medication consumption and environmental damage including groundwater contamination and non-point watercourse pollution,” Mayor Marcia Leclerc said. “Medication disposal is a major public health and safety concern.”

**Mark J. Sirois  
Chief of Police**

**John Oates  
Fire Chief**

**James Cordier  
Health Director**

**Sergeant Javier Rosario  
East Hartford Police Department  
Office of the Chief of Police  
31 School Street  
East Hartford, CT 06108  
Office: (860) 291-7551  
Fax: (860) 610-6299  
Email: [JRosario@easthartfordct.gov](mailto:JRosario@easthartfordct.gov)**


**31 School Street, East Hartford, CT 06018-2638  
Telephone 860-528-4401  
[www.easthartfordct.gov](http://www.easthartfordct.gov)**



---

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:** September 13, 2012  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** COMMUNICATIONS: Resignation Boards and Commissions

Attached is copy of a resignation letter from Valerie Scheer from the Library Commission. She was a valuable member of this Commission. She will be missed by fellow members, employees of the town and residents of the community.

Please place this communication on the Town Council agenda for September 19, 2012.

Thank you.

Valerie F. Scheer  
140 Ridgewood Road  
East Hartford, CT 06118

September 13, 2012

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

Dear Mr. Pasek,

Due to scheduling conflicts that prevent me from attending the meetings, I submit my resignation from the Library Commission effective immediately.

Thank you for the opportunity to serve.

Sincerely Yours,

A handwritten signature in cursive script that reads "Valerie Scheer".

Valerie Scheer

cc: Mayor Marcia Leclerc  
Charles Cassela, Jr.  
Jack Jacobs

## Summary of Mediated Teacher Contract Agreement

August 2012

1. Duration: 3 year contract – 2013-2016
2. Wages (including contractual stipend positions and hourly curriculum and summer rates):
  - 2013-14: 2.5%, no step
  - 2014-15: 1.0% plus step
  - 2015-16: 1.0%, no step
3. Insurance:
  - Century Preferred PPO and Dental plans remain as is with premium cost share for the dental plan:
    - 2013-14: 20.0% (an increase of 1.0%)
    - 2014-15: 20.25% (an increase of 0.25%)
    - 2015-16: 20.50% (an increase of 0.25%)

High Deductible Health Plan required for all new hires which replaces the Comprehensive Plan as an option for all currently employed teachers and a phase in for all other teachers as follows: (a) July 1, 2013: 33% of all teachers taking health insurance through the Board must be enrolled in HDHP; (b) July 1, 2014: 66% of all teachers taking health insurance through the Board must be enrolled in HDHP; (c) July 1, 2015: 100% of all teachers taking health insurance through the Board must be enrolled in HDHP

If the number of teachers voluntarily enrolling in the HSA Plan as of July 1, 2013 and July 1, 2014 is insufficient to satisfy the applicable percentages set forth above, then an additional number of teachers sufficient to satisfy those percentages will be required to enroll in the HSA Plan, in the order of seniority (with the least senior teachers being required to enroll first).

The Board will pay the same total dollar amount toward the premium cost for the PPO plan as the Board pays toward the premium cost for the HDHP for a teacher enrolled at the same coverage level. The teacher shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO plan.

Deductible is \$1,500 for individual coverage and \$3,000 for individual plus one or family (same plan as already in place as an option for Behavior Managers, Nurses, Local 1933 (custodial/maintenance), and Local 2727 (secretarial, clerical, IT)

Board to provide 50% of deductible per year for each employee electing the high deductible health plan option

Premium cost share is:

- 2013-14: 16.0%
- 2014-15: 16.25% (an increase of 0.25%)
- 2015-16: 16.50% (an increase of 0.25%)



4. Revise language concerning Tuesday staff meetings – Section 4.1C to indicate that staff meetings will occur on Wednesdays for BHMS staff thereby allowing department heads to meet with their respective departments at each school each week and revise language to indicate that 60 minutes shall be devoted to principal or department head staff meetings and the remaining 30 minutes shall be allocated for teachers to work data collection, in data team meetings, etc. at the discretion of the teacher
5. Revise language in Section 22.3 concerning salary placement of new hires to eliminate cap of recognizing 5 years of experience and replace with language to allow hire at any step but placement must be equitable to a teacher already employed in East Hartford with comparable years of experience
6. Add \$500 stipend to B-3 for data team leader per grade per elementary school provided there are 3 teachers at that grade level and \$250 stipend if 2 or fewer teachers in that grade level



The Town of East Hartford  
 Analysis of the Teachers Contract  
 Prepared as of August 21, 2012

Wages	Steps	Prem. Share
2.5%, 1%, 1%	0%, 2%, 0%	PPO Buy-up
		HDHP 16%, 16.25%, 16.5%

Employees Covered 610

Year	Steps	Wage Inc. Per Year	Wage Inc. Total	Year 1		Year 2		Year 3		Year 4		Year 5	
				Base @6/30/13	Precon. GWI @7/13	Base Total	6/30/14	Base Total	1.00%	6/30/15	Base Total	6/30/16	Base Total
Req. Wages		44,483,738	-	1,112,093	1,112,093	44,483,738	45,595,831	44,483,738	46,051,790	46,512,308	44,483,738	46,051,790	46,512,308
Steps		-	-	-	-	44,483,738	45,595,831	44,483,738	911,917	921,036	44,483,738	46,051,790	46,512,308
Total		44,483,738	-	1,112,093	1,112,093	44,483,738	45,595,831	44,483,738	911,917	921,036	44,483,738	46,051,790	46,512,308

Year	Steps	Wage Inc. Per Year	Wage Inc. Total
Pre		-	-
1		1,112,093	1,112,093
2	911,917	455,958	2,479,969
3	0	460,518	2,940,487
4		-	-
5		-	-
Total		-	6,532,549

Total Per Year	Total Per Contract	Net Prem. Share Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
1,112,093	1,112,093	311,000	801,093	801,093	0.00%
1,367,875	2,479,969	358,000	1,009,875	2,121,969	1.78%
460,518	2,940,487	410,000	50,518	2,530,487	2.18%
-	-	-	-	-	0.11%
2,940,487	6,532,549	1,079,000	1,861,487	5,453,549	4.07%

Insured	PPO		HDHP		Reduction
	EE Cost	ER Cost	EE Cost	ER Cost	
Single	1,902	7,155	1,297	7,083	7%
Single plus 1	3,804	14,310	2,594	14,166	7%
Family	5,135	19,318	3,502	18,599	10%
Blended rate	4,412	16,599	3,009	16,118	9%

Misc. Statistics  
 1% of wages 444,837  
 1% Prem. Share 128,171

Annualized 1.36%



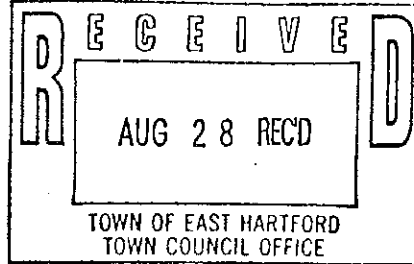


# East Hartford Public Schools

Christopher T. Wethje  
Director, Human Resources

August 28, 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 August 27, 2012 and approved by the Board of Education on August 27, 2012.

Sincerely,

A handwritten signature in cursive script that reads "Christopher T. Wethje".

Christopher T. Wethje

cc: Stefan Pryor, Commissioner of Education  
Richard Mills, Esq.  
Karen O'Connell  
Nancy Spitko  
Mayor Marcia LeClerc  
Town Council Chairman Richard Kehoe

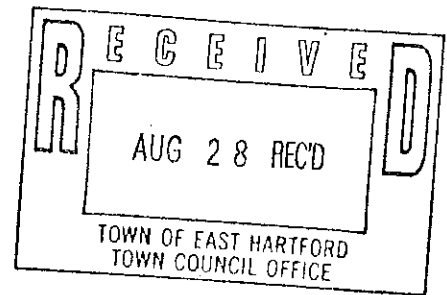


**EAST HARTFORD BOARD OF EDUCATION**

- and -

**EAST HARTFORD EDUCATION ASSOCIATION**

**2013 to 2016**



8/15/12  
2344388v6



## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I ..... GENERAL .....	1
II ..... RECOGNITION .....	2
Section 2.2 (Agency Fee) .....	3
III ..... NEGOTIATION FOR SUCCESSOR AGREEMENT .....	3
IV ..... TEACHING HOURS AND TEACHER LOAD .....	4
Section 4.1 (Work Day) .....	4
Section 4.2 (Work Year) .....	6
Section 4.3 (Extracurricular Activities) .....	6
Section 4.4 (Elementary School Schedule/Sixth Year Academy) .....	7
Section 4.5 (Middle School Schedule) .....	7
Section 4.6 (High School Schedule) .....	8
Section 4.7 (Resource/Supportive Staff) .....	9
V ..... REDUCTION IN FORCE .....	9
VI ..... FACILITIES .....	11
VII ..... NON-DISCRIMINATION .....	11
VIII ..... TEXTBOOKS .....	12
IX ..... STAFFING CONSIDERATIONS .....	12
X ..... NON-TEACHING DUTIES .....	12
XI ..... SUMMER SCHOOL PROGRAM .....	13
XII ..... PROTECTIONS .....	13
XIII ..... ACCIDENT BENEFITS .....	13
XIV ..... LEAVE PROVISIONS .....	14
Section 14.1 - 14.8 (Sick Leave) .....	14
Section 14.9 (Funeral Leave) .....	16
Section 14.10 (Jury Duty) .....	16
Section 14.11 (Professional Conferences-Visiting Day) .....	17
Section 14.12 (Religious Leave) .....	17
Section 14.13/.14 (Maternity/Adoptive/Childrearing Leave) .....	17
Section 14.15 (Long Term Leave) .....	18
Section 14.16 (Sabbatical Leave) .....	18
Section 14.17 (General Purpose Leaves) .....	20
XV ..... SALARIES .....	20
XVI ..... INSURANCE .....	21
XVII ..... VACANCIES, ASSIGNMENTS AND TRANSFERS .....	23

XVIII .....	GRIEVANCE PROCEDURE .....	24
	Section 18.3 (General Principles) .....	25
	Section 18.4 (Procedure) .....	26
	Section 18.5 (Right of Teachers to Representation) .....	28
	Section 18.6 (Miscellaneous) .....	28
XIX .....	ITEMS NOT IN AGREEMENT .....	29
XX .....	CURRICULUM DEVELOPMENT .....	29
XXI .....	MISCELLANEOUS .....	29
XXII .....	SALARY PLACEMENT .....	31
XXIII .....	RETIREMENT/SEPARATION PAY .....	31
XXIV .....	WAIVER CLAUSE .....	32
XXV .....	DURATION .....	32

Appendices

	SCHEDULE A (Salary Schedules)	
	A-1: 2013-2014 .....	34
	A-2: 2014-2015 .....	35
	A-3: 2015-2016 .....	36
	SCHEDULE B-1 (Differentials) .....	37
	SCHEDULE B-2 (Coaches) .....	39
	SCHEDULE B-3 (Extra-Curricular Areas) .....	42
	MEMORANDA OF UNDERSTANDING .....	44
	APPENDIX C .....	51
	APPENDIX D .....	55

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 30<sup>th</sup>. 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 certified 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 1<sup>st</sup>. The deadline of March 1<sup>st</sup> 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 1<sup>st</sup>.

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 22<sup>nd</sup> 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 maintain the PPO Plan as set forth in Appendix C for the period through and including June 30, 2015. Effective July 1, 2015, the PPO Plan shall be eliminated. The Board shall also maintain a High Deductible Health Plan/Health Savings Account (HSA Plan) as set forth in Appendix D. Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with such coverage to be paid by the employee through payroll deduction.

Enrollment in the HSA Plan shall be phased in as follows:

Effective July 1, 2013, thirty-three percent (33%) of all teachers taking health insurance through the Board must be enrolled in the HSA Plan. In addition, teachers hired on or after July 1, 2013 shall be able to enroll themselves and their dependents only in the HSA Plan.

Effective July 1, 2014, sixty-six percent (66%) of all teachers taking health insurance through the Board must be enrolled in the HSA Plan.

Effective July 1, 2015, one hundred percent (100%) of all teachers taking health insurance through the Board must be enrolled in the HSA Plan.

If the number of teachers voluntarily enrolling in the HSA Plan as of July 1, 2013 and July 1, 2014 is insufficient to satisfy the applicable percentages set forth above, then an additional number of teachers sufficient to satisfy those percentages will be required to enroll in the HSA Plan, in the order of seniority (with the least senior teachers being required to enroll first).

Effective July 1, 2013, July 1, 2014 and July 1, 2015, respectively, the Board will contribute fifty percent (50%) of the applicable HSA deductible into the Health Savings Account of each teacher enrolled in the HSA Plan eligible to receive such contributions under applicable law. The Board's contribution into the HSA shall be pro-rated for any new teacher enrolling in the HSA Plan after the plan year has commenced (and for any other teacher enrolling in the HSA Plan after the plan year has commenced, as provided under the Internal Revenue Code based on a qualifying event affecting the teacher). 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 teachers' premium contributions toward the HSA Plan will be as follows:

Effective July 1, 2013: 16.00%  
Effective July 1, 2014: 16.25%  
Effective July 1, 2015: 16.50%

Effective July 1, 2013, the HSA Plan shall be the core insurance plan. For any teacher hired prior to July 1, 2013 who remains enrolled in the PPO Plan, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the HSA Plan for a teacher enrolled at the same coverage level. The teacher shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO Plan.

The Board will also provide for all teachers Blue Cross Full Service Dental Plan with riders A, B, C. The teachers' premium contributions toward the dental plan will be as follows:

Effective July 1, 2013: 20.00%  
Effective July 1, 2014: 20.25%  
Effective July 1, 2015: 20.50%

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. Grievor. 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 grieved against at any step to communicate his/her decision to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step.

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: \_\_\_\_\_

8.27.12

EAST HARTFORD  
EDUCATION ASSOCIATION

By \_\_\_\_\_

Date: \_\_\_\_\_

8/27/12

**SCHEDULE A-1**  
**Salary Schedule**  
**2013-2014**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+1</b>	<b>PHD</b>
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.

<b>POSITION</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b># RELEASE PERIODS*</b>
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>		<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
<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 <sup>th</sup> 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>		<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
<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**

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

EAST HARTFORD  
EDUCATION ASSOCIATION

By: \_\_\_\_\_

By:     /s/ Cheryl Prevost    

Date: \_\_\_\_\_

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*

	<b>In Network You pay:</b>	<b>Out-of-Network You pay:</b>
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>
<b>Tier 1: Generic drugs</b>	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
<b>Tier 2: Listed brand-name drugs</b>	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
<b>Tier 3: Non-listed brand-name drugs</b>	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
<b>Mail Service</b>	Two copayments when purchasing 30-day to 90-day supply	\$10/\$30/\$60
<b>Annual Maximum</b>	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	
Insurance	Not applicable	20%
Insurance 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>
<b>EVENTIVE CARE</b>		
Adult child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
<b>Other Preventive Screenings:</b>		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, and diabetic	No cost share	Deductible & Coinsurance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those required for travel)	No cost share	Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital		Deductible & Coinsurance
30 days per member per Calendar Year – Additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	
Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests CT, MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
<b>THERAPY SERVICES</b>		
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
Emergency Office Visit/Testing	Deductible	Deductible & Coinsurance
Emergency Injections – Immunotherapy or other emergency 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 Fee 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
	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>

**MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES**

Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Outpatient Hospital Services at a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Outpatient Rehabilitation Treatment for Substance Abuse Care at a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance

**OTHER MEDICAL SERVICES**

Skilled Nursing Facility limited 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: maximum supply of a drug for which benefits will be provided when dispensed under any one prescription 30 day supply.  Diagnostic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance
<i>Prescription Drugs</i> Mail Order Pharmacy: maximum supply of a drug for which benefits will be provided when dispensed under any one prescription 90 day supply.  Diagnostic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance

<p>cription drugs –after deductible  when purchased from network pharmacy)</p>	<p><u>Retail (30 day supply)</u>  \$10 Tier 1 co payment  \$25 Tier 2 co payment  \$40 Tier 3 co payment</p> <p>Mail Order (90 day supply)  \$10 Tier 1 co payment  \$50 Tier 2 co payment  \$80 Tier 3 co payment</p>	
<p>man Organ and Tissue Transplant  limited Maximum</p>	Deductible	Deductible & Coinsurance
<p>me health care  rsing and therapeutic services limited to 200  its per calendar year</p>	Deductible	Deductible & Coinsurance
<p>me health aide services limited to 80 visits tat  plicable to the 200 visit limit)</p>	Deductible	Deductible & Coinsurance
<p>the Home Hospice Medical Social Services  ler the direction of a Physician Up to \$420</p>	Deductible	Deductible & Coinsurance
<p>usion Therapy  limited lifetime maximum</p>	Deductible	Deductible & Coinsurance
<p>rable Medical Equipment and Prosthetic Devices  aring Aid Coverage  ilable for dependent children age 12 years and under  h a maximum of 41,000 within a two year period</p>	Deductible	Deductible & Coinsurance
<p>hetic equipment and supplies</p>	Deductible	Deductible & Coinsurance
<p><i>Ostomy Related Services</i></p>	Deductible	Deductible & Coinsurance
<p>spice Care ( Inpatient)</p>	Deductible	Deductible & Coinsurance
<p><i>Wig</i>  to \$500 maximum per Member per Plan Year</p>		
<p>pecialized Formula</p>	Deductible	Deductible & Coinsurance
<p>ertility Services – covered only to the levels  suant to State of CT mandate</p>	Deductible	Deductible & Coinsurance
<p>ice Visits  patient Hospital  atient Hospital  ertility Drugs  e maximum supply of a drug for which benefits  l provided when dispensed under any one  scription is 30 day supply</p>		
<p>ternity</p>	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.**



---

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:** September 10, 2012  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** Resolution: Loan Agreement Between the Town and C L and P

Please place on the Town Council agenda for the September 19, 2012 meeting, this resolution authorizing the Town to enter into a loan agreement with CL and P for \$17,261.90. Attached is the resolution and a brief summary of the financial drivers, as well as an environmental summary of the benefits of going green.

Thank you.


C: M. Walsh, Director of Finance



## MEMORANDUM

**DATE:** September 7, 2012

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance 

**TELEPHONE:** (860) 291-7246

**RE:** Resolution - Loan Agreement between the Town and C L and P

---

As you may recall, the Town of East Hartford has previously used an innovative process called an energy performance contract to upgrade energy related capital items within a Town building in an effort to save energy costs in such an amount as to pay for the acquisition, installation, and related interest costs of the capital items.

Examples of retrofits completed under an energy performance contract include, lighting, new burners, HVAC software, motor upgrades, window film, weatherization, pool covers, cogen heat recapture, vending controls, computer controls, steam traps, pipe insulation, attic insulation, and burner controls.

Recently, the Town was approached by C L and P and their contractor, Efficient Lighting Consultants, who identified lighting retrofits totaling \$17,261.90 at the East Hartford Town Garage that would save an equal amount over 5 years in electricity usage if replaced.

Additionally, C L and P administers certain incentives which they are willing to provide in concert with the Town approval of this work in the amount of \$6,422.04, or 37% of the total cost of the work. To further incentivize the Town to complete the work, C L and P will bill the remaining \$10,839.86 equally over three years at no interest as part of the monthly electric bill issued by C L and P and paid by the Town.

The end result will be an energy efficient capital improvement installed and paid for from the savings produced by the new fixture over the next three years. The Town will enjoy a \$316 monthly reduction thereafter as a result of the new fixtures. In short, this is a mini-energy performance contract.

I have attached a resolution to be approved by the Town Council, a brief summary of the financial drivers, an environmental summary of the benefits of going green, a project summary from Efficient Lighting Consultants, a loan agreement to C L and P, and a Customer Acknowledgement from C L and P which describes the project in more detail.

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

**RESOLUTION CONCERNING A LOAN AGREEMENT AND RELATED DOCUMENTS  
BETWEEN THE TOWN OF EAST HARTFORD, CONNECTICUT LIGHT AND POWER,  
AND THEIR CONTRACTOR**

**WHEREAS**, the Town of East Hartford has successfully completed two Energy Performance Contracts totaling \$12.3 million and is in the process of compiling energy savings measures to execute a third contract, and

**WHEREAS**, work originating from Public Act 11-80 as administered by DEEP created a Blue Ribbon Panel to compile Best Practices with respect to a municipality utilizing an energy performance contract, and

**WHEREAS**, related to the State's desire to more fully enjoy the financial benefits of energy performance contracting, has directed Connecticut Light and Power to identify replacement lighting projects for municipalities, recommend contractors to complete the work, provide incentives of 37% toward the total cost of the work, and to allow the net cost of the lighting retrofit to be equally paid over a three year period with no interest charges to the municipality.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor of the Town of East Hartford is authorized to enter into a loan agreement and related documents not to exceed \$17,261.90. The contract terms, payment schedule, and other details of the contract shall be mutually determined between C, L, and P, their contractor, and the Mayor, whose signatures will indicate approval of specific terms and conditions.

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on September 19, 2012.

---

Angela Attenello, Clerk of the Town Council

C L & P Accounts # 51974032039  
Project # CT12-580166  
EAST HARTFORD TOWN GARAGE  
25 Ecology Drive  
East Hartford, CT 06108

Quantity of 37 new fixtures  
Total Project Value \$17261.90  
Your Total Lighting Project requires no cash outlay from you.

The Total Lighting Project includes new  
(29) 4 Lamp T5 High Bay HO fixtures with a 3 Year warranty for Lamps & 5 Years for Ballasts,  
(4) Induction Wall Pack fixtures rated for 100k hours w/10 year warranty,  
(4) Induction Parking Area fixtures rated for 100k hours w/10 year warranty,  
total labor installation of all new materials, disposal of all the old lighting materials  
and one year of unlimited service calls.

The installed efficient lighting above provides your electrical cost reduction.

Estimated Annual Energy Reduction	=	21537 kWh
Estimated Annual Electrical Cost Reduction	=	\$3792.61
Estimated Monthly Electrical Cost Reduction	=	\$316.05

Monthly Lighting Project \$17261.90

Your Conservation Energy Efficiency Incentive - \$6422.04  
C L & P Incentive is paying 37.2% of the project.

Your Monthly Electrical Cost Reduction is \$316.05

Your Total Lighting Project only requires  
\$309.71 monthly x 35 months - \$10839.86

Your electrical cost reduction is paying 62.8% of the balance of the project.  
Total Lighting Project is then paid in full.

Your Total Lighting Project requires no cash outlay from you.  
The \$309.71 is included as a paid line item on your monthly C L & P billing.  
**THIS IS NOT AN ADDITIONAL AMOUNT.**

Your C L & P w/ TransCanada Billing

30 days after installation		
5/23 - 6/22	\$1852.07	\$1852.07
\$316.05 - \$309.71 =	<u>-\$6.34</u>	<u>-\$316.05</u>
	\$1845.73	\$1536.02

In the 36th month  
Your cost reduction is -17%

# Town of East Hartford

## GOING GREEN WITH



Installation of the energy efficiency measures identified for this project will save an estimated **21,537** KWH per year.

THIS IS THE EQUIVALENT TO:

**11,067 POUNDS OF COAL NOT BURNED**

**1,423 GALLONS OF OIL NOT BURNED**

**3 HOMES PROVIDED WITH ELECTRICITY EACH YEAR**

By reducing greenhouse gas emissions and other harmful environmental pollutants, this project will also help reduce air pollution and improve air quality.

THE ENVIRONMENTAL BENEFITS FROM THIS PROJECT ARE:

**44 POUNDS OF SULFUR OXIDES (SO<sub>x</sub>) EMISSIONS AVOIDED**

**12 POUNDS OF NITROGEN OXIDES (NO<sub>x</sub>) EMISSIONS AVOIDED**

**23,670 POUNDS OF CARBON DIOXIDE (CO<sub>x</sub>) EMISSIONS AVOIDED**

**EFFICIENT LIGHTING CONSULTANTS**

30 Pecks Lane  
Newtown, CT 06470

**Project: CT12-580166**

July 30, 2012

EAST HARTFORD TOWN GARAGE  
740 MAIN ST  
EAST HARTFORD, CT 06108

Dear Gregory:

The following is a summary of proposed retrofit work to be performed in accordance with Connecticut Light & Power (CL&P) Small Business Energy Advantage program:

**Customer Cost Summary:**

	<b><u>Electric Summary</u></b>	<b><u>Natural Gas Summary</u></b>
Non-Taxable Amount:	\$17,261.90	
Taxable Amount:	\$0.00	
<b>Conservation Fund Incentive:</b>	\$6,422.04	
Sales Tax:	\$0.00	
<b>Net Total Cost to Customer:</b>	\$10,839.86	

**Project Description:**

End Use: Lighting  
Business Area Serviced: 001) Fleet Garage, 002) Exterior Wall Packs, 003) Exterior Wall Packs , 004) Exterior Building, 005) Exterior Gas Pumps

	<b><u>Electric End Uses</u></b>	<b><u>Natural Gas End Uses</u></b>
Annual Energy Savings	21,537 KWH	
Estimated Cost Savings	\$3,792.61	
Estimated Payback Period (before Incentive)	5 Year(s)	
Material	\$10,357.30	
Labor	\$6,904.60	
Sub-total	\$17,261.90	

**Summary Page:**

Estimated Annual Energy Savings:	21,536	kWh
Estimated Cost Savings:	\$3,792.61	
Estimated Payback Period (After incentive):	3	Year(s)
Non-Taxable Amount:	\$17,261.90	
Taxable Amount:	\$0.00	
Sales Tax:	\$0.00	
Total Project Cost:	\$17,261.90	

**Project Financial Summary:**

Non-Taxable Amount:	\$17,261.90
Taxable Material / Labor:	\$0.00
Sub-total Project Costs:	\$17,261.90
Sales Tax:	\$0.00
Total Project Costs:	\$17,261.90
Conservation Incentive:	\$6,422.04
Net Total Cost to Customer:	\$10,839.86
Customer Unfinanced Balance / Buydown:	\$0.00
Customer Loan Amount:	\$10,839.86
Monthly Payment:	\$309.71
# of Months:	35

The lighting estimates described above are based on a review of a sample of lighting fixtures in your facility. For all measures, operating hour estimates provided by representatives of your facility are used to calculate savings. All existing lighting fixtures are assumed to be fully operational. The Energy Advantage Customer Assessment report explains the proposed retrofit in detail. Conditions found during the installation phase may require revisions to the proposed estimates, based on actual measures installed. Changes in processes, operations, equipment or operating hours will impact the savings estimates.

The documentation for this agreement consists of the Customer Application - Agreement, Customer Assessment and this document.

This Agreement shall be valid only if accepted and signed by the customer by 09/28/2012. Failure to sign this agreement by this date may render this agreement null and void. Project must be completely installed and submitted to utility within one-hundred-eighty (180) calendar days from when customer signs this document. Beyond 180 days, project is subject to cancellation at the Utility's discretion.

Thank you for considering the Small Business Energy Advantage Program.

I have read this document and reviewed the Assessment report. I understand that the values described above are the estimates and that actual results may vary.

X

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Print Name

\_\_\_\_\_  
Customer Title

**SMALL BUSINESS ENERGY ADVANTAGE (SBEA)  
LOAN AGREEMENT**

**Name of Borrower** \_\_\_\_\_

**Principal Place of Business** \_\_\_\_\_

**Project Name:** EAST HARTFORD TOWN GARAGE                      **Project Number:** CT12-580166

**THIS LOAN AGREEMENT** (the "Agreement") is by and between the Connecticut Light and Power Company, 107 Selden Street, Berlin, Connecticut 06141 ("CL&P"), in its capacity as manager of the Connecticut Energy Efficiency Fund ("CEEF") and ("Borrower"). CL&P and Borrower are each individually referred to as a "Party" or collectively as "Parties" in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter and a customer assessment.

**WHEREAS:**

- (a) Borrower desires to participate in the SBEA Program offered by CL&P;
- (b) Borrower desires to receive an incentive from the SBEA Program ("SBEA Program Incentive") to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- (c) Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from CL&P's list of pre-approved contractors ("Contractor");
- (d) Borrower desires to obtain financing for the Energy Efficiency Project; and
- (e) CL&P agrees to provide financing to the Borrower in accordance with this Agreement.

**THEREFORE**, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

**1. Loan**

- (a) Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- (b) Borrower or Borrower's Contractor will provide CL&P with written notification of the completion of installation of the Energy Efficiency Project.
- (c) CL&P may perform a post-installation inspection and verification of the Energy Efficiency Project.
- (d) Upon completion of Section 1 (a) through (c) and execution of this Agreement, CL&P agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ("Total Energy Efficiency Project Cost").
- (e) Borrower agrees to pay to CL&P the Total Energy Efficiency Project Cost minus the SBEA Program Incentive ("Loan amount") as set forth in Section 2.

**2. Payment**

- (a) Borrower promises to pay to the order of CL&P in accordance with the terms of this Agreement. (see Section 2).
- (b) Borrower agrees and understands that the Loan Amount and the monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled "C&LM Loan Monthly Fee".
- (c) Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- (d) Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest**

Borrower understands that interest will not be applied under this Agreement.



#### **4. Default**

Borrower agrees and understands that the occurrence of any of the following events shall be a "Default":

- (a) The nonpayment when due of any payment hereunder;
- (b) Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- (c) The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower;
- (d) Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to CL&P in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made; or
- (e) The death of any individual Borrower or guarantor.

#### **5. Cure for Default for Borrower's Failure to Make Timely Payments**

In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

#### **6. Late Payment Fees**

Borrower agrees and understands that if the monthly payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

#### **7. Acceleration**

- (a) Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from CL&P, the entire Loan Amount (including any fees) will be due and payable immediately.
- (b) Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

#### **8. CL&P's Legal Remedies**

- (a) Borrower agrees and understands that upon Default, CL&P will pursue any and all legal remedies, including, but not limited to, collections action.
- (b) Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection related costs, including, but not limited to, attorneys fees and court costs.

#### **9. Joint and Several Liability**

Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

#### **10. Independent Contractor**

Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with CL&P or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

#### **11. Warranties**

Borrower agrees and understands that CL&P is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the SBEA Program Project and any part of the construction or installation thereof.

#### **12. Tax Liability**

Borrower agrees and understands that CL&P is not be responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the SBEA Program and that Borrower has consulted with its own tax counsel as to any tax effect.

### **13. Energy Savings**

(a) Borrower agrees and understands that CL&P does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather or many other factors which may impact the Borrower's future electric energy use or cost. BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.

(b) Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any CL&P or WMECo customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of CL&P or WMECO as applicable. Customer, Participant, and Contractor/Arranger hereby assign to CL&P or WMECO, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by CL&P or WMECO, as applicable, to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.

In accordance with the Department of Public Utility Control's ("DPUCs") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by CL&P for the benefit of its customers through the Connecticut Energy Efficiency Fund. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by CL&P Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the the Agreement and/or Letter of Agreement.

### **14. Elimination and/or Reduction of CEEF**

CL&P Customer agrees and understands that payment under this Agreement derives from the SBEA Program, which while administered by CL&P is funded through a charge on customer bills and other sources. Customer also agrees and understands that CL&P is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the SBEA Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

### **15. Indemnification**

Borrower shall indemnify, defend and hold harmless CL&P, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

### **16. Amendment**

This Agreement may be modified or amended only by a writing executed by the Parties.

### **17. Third Parties**

In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

**20. Notices**

Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

If to CL&P:  
Connecticut Light and Power Company  
107 Selden Street  
Berlin, Connecticut 06037  
Attention: Stephen J. Bruno,  
Fax: 860-832-4700

With a copy to:  
Northeast Utilities Service Company  
Legal Department  
107 Selden Street  
Berlin, Connecticut 06037  
Attn: Cristi Walker, Fax 860-665-5504

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement**

This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

SECTION 2

Project Name: EAST HARTFORD TOWN GARAGE

Project Number: CT12-580166

Borrower: \_\_\_\_\_

By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.

\$17,261.90	\$6,422.04	\$10,839.86	\$309.71	35	\$0.00
Total Project Cost	Incentive	Loan Amount	Monthly Payment	No. of Months	Customer Unfinanced Balance / Buydown*

Signature of Authorized Representative of Borrower

Signature of Authorized Representative of Contractor

Name of Signer (print)

Name of Signer (print)

Title of Signer (print)

Title of Signer (print)

Date of Signature

Date of Signature  
45-0576517

Federal Tax ID or Social Security Number

Federal Tax ID or Social Security Number

25 ECOLOGY DR  
Service Street Address

30 Pecks Lane  
Contractor Street Address

East Hartford, CT, 06108  
Service City, State and Zip Code

Newtown, CT 06470  
City, State and Zip Code

Billing Street Address

Contractor Phone Number

Billing City, State and Zip

Please indicate Billing Preference below (required):

51974032039

- Include Loan on Monthly Electric Bill
- Bill Separately

Customer Electric Account Number

Customer email address

ACCEPTED: THE CONNECTICUT LIGHT & POWER COMPANY (CL&P)

By: \_\_\_\_\_  
Authorized CL&P Representative, John Matchett (signature)

\_\_\_\_\_ Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\* Customer unfinanced balance to be paid at completion of project.



### Acknowledgement of Receipt

I acknowledge that I have received the Project Summary Sheet from the Small Business Energy Advantage contractor about the measures taken at our business location. This information includes descriptions of the upgrades installed and resources for information on energy-efficiency programs provided by the Connecticut Energy Efficiency Fund. This has been provided in an effort to create employee awareness of the programs available, to demonstrate the initiative you have taken and to empower utility customers to determine their own energy future.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

#### Efficient Lighting Consultants (ELC) Contact Information

Name: Pucki, Tom  
Address: 30 Peck's Lane, Newtown CT 06470  
Phone:  
Fax:  
E-Mail:

#### Connecticut Light & Power (CL&P) Contact Information

Name: Parsons, Bryan  
Phone: (860) 595-4701  
Fax: (860) 595-5302  
E-Mail: parsons@clp.com



Connecticut's Energy Efficiency Programs are funded by the Conservation Charge on customer electric bills.

Your company has made a significant investment in a Small Business Energy Advantage energy savings project. The conservation measures in this project save money by significantly reducing the demand(watts) and the energy used (kilowatt-hours). This project will continue to provide savings long after the payback period has passed.

Your company's contribution will greatly affect the stability of Connecticut's electric grid and lessen negative impacts on the environment. Efficient use of electricity slows down the need to build more power plants and results in fewer toxins released into our atmosphere. Saving kilowatt-hours has the same impact as taking cars off the road and helps to reduce carbon dioxide and other greenhouse gas emissions.

Funding for this project has come from rate payers through the Connecticut Energy Efficiency Fund (CEEF). To find out about other energy-efficiency programs for business of all sizes, including programs for natural gas efficiency, visit [www.CTEnergyInfo.com](http://www.CTEnergyInfo.com)

### The Project consisted of the following checked items:

#### ■ Energy-Efficient Lighting

- High-Performances Lighting:** Lighting improvements are typically the first step towards becoming a more energy-efficient building. This visible improvement was made by switching to fixtures, lamps and ballasts that use less electricity to produce the same or, in some cases, even more illumination.
- Occupancy Sensors:** sensors detect motion and automatically turn off lights in area where there is no activity.
- Photocells:** Activated by sunlight, these sensors shut off, dim or brighten your lights as needed.

#### ■ Energy-Efficient Heating/Ventilation/Air Conditioning (HVAC)

- Tune Up:** Ensures that your central air conditioning system is running at optimum efficiency.
- Upgrades:** Premium-efficiency component replacements(may include fans,circulator pump,compressor, furnace, etc.) and add-on options to your central air conditioning system boost its energy efficiency.
- Programmable Thermostats:** Adjusts temperatures for the weekend, night or any idel time in your building.

#### ■ Energy-Efficient Refrigeration

- Anti-Condensation Door Heater Controls:** Turns heaters on and off at preset humidity levels instead of running continuously.
- Evaporator Fan Controls:** Operates the fan only when needed.
- Open Refrigeration Case Night Covers:** These retractable covers keep refrigeration compressor run-times minimal and delivers better energy efficiency.

#### ■ Additional Energy-Efficient Measures

- Air Compressors:** Replaced old technology with new energy-efficient designs.
- Variable Frequency Drives (VFDs):** Operates the fan only when needed.
- Premium Efficiency Motors:** New-technology motors will help you save on operating costs.

Fluorescent lighting products contains trace amounts of mercury. The contractor has disposed of the fluorescent lamps and ballasts that were removed from your facility in accordance with applicable disposal regulations. For more information on the proper disposal of fluorescent products, visit [www.ct.gov/dep](http://www.ct.gov/dep).

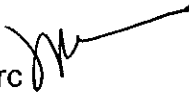
Thank you for being good corporate citizens. You can determine your energy future at home too.

For more information, visit [www.CTEnergyInfo.com](http://www.CTEnergyInfo.com) or call 1-877-WISE-USE

---

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:** September 11, 2012  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** NEW BUSINESS: Town Credit Card-Move from Bank of America to Webster Bank

Please place on the September 19, 2012 Town Council agenda under new business, a request for authorization from the Council to change the Town's existing credit card provider.

Thank you

C: M. Walsh, Director of Finance



**RESOLUTION TO AUTHORIZE A VISA CREDIT CARD AGREEMENT  
THROUGH WEBSTER BANK**

**WHEREAS**, the Town of East Hartford intends to obtain a VISA credit card through Webster Bank to replace the Town's existing VISA credit card.

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor of the Town of East Hartford is authorized to enter into a credit card agreement and related documents to obtain a VISA credit card issued through Webster Bank.

The details of the agreement shall be mutually determined between Webster Bank, VISA and the Mayor, whose signatures will indicate approval of specific terms and conditions.

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on September 19, 2012

---

Angela Attenello, Clerk of the Town Council



## MEMORANDUM

**DATE:** September 7, 2012

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance *MPW*

**TELEPHONE:** (860) 291-7246

**RE:** **Town Credit Card - Move from Bank of America to Webster Bank**

---

By way of this memo, I would like to request Town Council authorization to close the Town's existing Bank of America (BOA) credit card and replace it with a credit card issued through Webster Bank. The limit on the credit card will be \$30,000 which represents the single highest purchase the Town could make on the credit card.

The new credit card will follow the same internal control procedures used with the BOA card. Those procedures are attached for your review.

As you may recall, 10 years ago, the Town Council approved the BOA credit card in part because the Town found that too frequently, we do business with vendors who do not accept purchase orders.

I would respectfully request that this item be referred to the Town Council for further deliberations. Should they agree to the request, a resolution allowing the Mayor to enter into a credit card agreement through Webster Bank is attached for Town Council action.

Should you have any questions or problems, please feel free to let me know.

Cc: Michelle Enman, Purchasing Department

**TOWN OF EAST HARTFORD  
PURCHASING DEPARTMENT  
MEMORANDUM**

**DATE:** September 5, 2012  
**TO:** All Directors and Department Heads  
**FROM:** Michelle Enman, Purchasing Agent  
**RE:** Town Credit Card

The Town of East Hartford now has one Visa credit card. The card's use will ~~be~~ monitored and compliance will be strictly enforced by the Purchasing Department.

The card can be used to make purchases that are deemed necessary for the daily operations of the town to companies that do not accept purchase orders and require immediate payment.

---

The procedure for the use of the card is as follows:

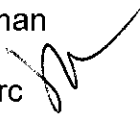
- The Purchasing Department has possession of the card.
- An approved Purchase Order must be in place before the card is given to the department and the transaction takes place.
- After use of the card, it must be returned to the Purchasing Department immediately along with all receipts/documents that pertain to the specified purchase.
- Payment will be made by the Purchasing Department at the conclusion of the monthly statement period.

Please contact the Purchasing Department at ext. 7271 with any questions regarding this issue.

---

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:** September 7, 2012  
**TO:** Richard Kehoe, Chairman  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** REFERRAL: Town Owned Property Other Than Real Estate Committee

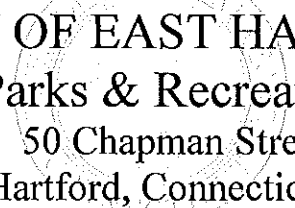
Please place on the Town Council agenda for September 19, 2012, a referral to Town Owned Property Other Than Real Estate Committee for approval on the sale of Haunted House items. Our department has no further use for these items, however they have a financial value for the Town.

The items have been offered to all Town Departments and can not be used by any department. I recommend that the items be considered for auction pursuant to Section 10-3 disposition of town owned property other than real estate.

Thank you

C: T. Fravel, Director of Park and Recreation  
M. Walsh, Director Finance Dept.

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
**Parks & Recreation**  
50 Chapman Street  
East Hartford, Connecticut 06108

Phone:(860)291-7160

FAX: (860)282-8239

TO: Mayor Marcia A. Leclerc and Members of Town Council  
FROM: Ted Fravel, Director of Parks and Recreation  
DATE: September 7, 2012  
Subject Referral to Town disposition of Town property other than real estate

Mayor:

We are requesting this item be placed on the next Town Council agenda.

The Town is in possession of hundreds of Haunted House items that are now currently housed in a container on the grounds on the Veterans Memorial Clubhouse.

Our department has no further use for these items. However, they have a financial value for the Town.

At this time, we are submitting to the committee a referral to sell the items through public auction.

Following Town protocol we have offered the items to all Departments.

Our department will follow up with the Committee and Finance Department in regards to auction details.

From Mayor Leclerc:

The recent murder on Burnside Avenue was solved quickly do to the work of our Police but also the clarity of the store security camera. To that end the City of Hartford has adopted an Ordinance that requires extended hour convenience stores to develop and implement reasonable controls that will effectively protect the public, the store operator, and their patrons.

I was wondering if you as the Chair of the Ordinance Committee would be interested in tackling such a topic that would require security cameras in businesses prior to any work permit being issues.

Additionally my office has been handling a number of calls regarding panhandling and fraudulent solicitation in areas of East Hartford. While the police can ask them to move along they have no ability to bare or arrest them. To place a police officer in these areas to prevent them would be costly.

From Rich Kehoe:


Marcia, with regard to your email of August 29th, I agree that we should refer the matters of requiring security cameras in certain businesses and panhandling and/or fraudulent solicitation to the Ordinance Committee.

Angela, please add to the next agenda.

---

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:** September 7, 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:

<u>Library Commission</u>	<u>Term</u>
R Seraphine V. Pelletier 61 Beacon Hill Road	12/14

Please place on the Town Council Agenda for September 19, 2012.

Thank you.

Jack W. Jacobs  
EHRTC Chair  
505 Burnside Ave  
Apt C-14  
East Hartford, CT 06108  
[jackwjacobs@sbcglobal.net](mailto:jackwjacobs@sbcglobal.net)

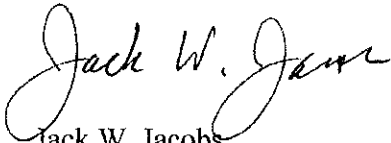
August 19, 2012

Mayor Marcia Leclerc  
740 Main Street  
East Hartford, CT 06108

Dear Mayor Leclerc,

At our regular meeting on August 13, 2012, the East Hartford Republican Town Committee voted to recommend Seraphine V Pelletier of 61 Beacon Hill Road to be appointed to the Library Commission to fill the seat vacated by Esther B. Clark and so I am very pleased to recommend her to you..

Thank you very much for your consideration.



Jack W. Jacobs  
EHRTC Chair


Cc: Robert Pasek, Town Clerk  
Seraphine Pelletier  
Charles Casella



---

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:** September 13, 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:

<u>Library Commission</u>	<u>Term</u>
R      Mary J. Mourey                      785 Burnham Street	12/14

Please place on the Town Council Agenda for September 19, 2012.

Thank you.

**EAST HARTFORD REPUBLICAN TOWN COMMITTEE**

**505 Burnside Ave (C14), East Hartford CT 06108**

**860/983-4104**

**email: [jackwjacobs@sbcglobal.net](mailto:jackwjacobs@sbcglobal.net)**

HON MARCIA LECLERC  
MAYOR OF EAST HARTFORD  
740 MAIN ST  
EAST HARTFORD CT 06108

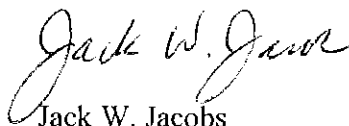
September 12, 2012

Dear Mayor Leclerc:

**Re: Mary J. Mourey  
Recommended Appointment, Library Commission**

The EHRTC recommends **Mary J. Mourey** of 785 Burnham Street for appointment to the Republican vacancy on the **Library Commission** for the term ending in December, 2014.

Sincerely yours,



Jack W. Jacobs  
Chair, EHRTC

cc: Robert J. Pasek, Town Clerk  
Charles W. Casella, Jr, Chairman, Library Commission  
Eric A. Thompson Sr., Minority Leader  
Patricia A. Harmon, Town Councilor  
Esther B. Clarke, Town Councilor

*Robert J. Pasch*

OFFICE OF THE  
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street  
East Hartford, Connecticut 06108

2012 SEP 17 P 3: 24  
(860) 291-7208

TOWN CLERK (860) 291-7389  
EAST HARTFORD

DATE: September 13, 2012

TO: Town Council Members

**REVISED 09-17-12**

FROM: Rich Kehoe, Chair

RE: Wednesday, September 19, 2012 6:45 p.m. Town Council Majority Office

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

Wednesday, September 19, 2012

6:45 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in Executive Session to discuss the following matters:

- A. Beverly Blount-Lawrence vs. Town of East Hartford – Property Damage Claim
- B. **Lain Pinney vs. Town of East Hartford, et al – Law Enforcement Liability**
- C. Eugene Brokowski v. Town of East Hartford – Workers' Compensation Claim

cc: Mayor Leclerc

Scott Chadwick, Corporation Counsel

Cindy Bennett, Risk Manager

Jonathan Reik, Attorney for the Town of East Hartford

Scott Karsten, Attorney for the Town of East Hartford