MANCHESTER BOARD OF EDUCATION  
REGULAR MEETING  
Monday, May 9, 2022  
Lincoln Center - Hybrid: In-Person and Virtual Meeting  
Hybrid: In-Person and Virtual Meeting

Personnel and Finance Committee Meeting 5:00 p.m.
Executive Session - Superintendent’s Evaluation 6:15 P.M.
Board of Education Meeting 7:00 P.M.

Public access to view meeting:
Live streaming on FaceBook: [Link to MPS Pride FaceBook Page]
Live at Silk City TV: [Link to Live at Silk City TV]
On demand after the meeting: [Link to on-demand after the meeting]

A. OPENING
1.) Call to order
2.) Pledge of Allegiance
3.) Board of Education Minutes - April 25, 2022

B. COMMITTEE REPORTS - None

C. CONSENT CALENDAR
1.) Personnel Actions - None
2.) Budget Transfers

D. REPORT FROM STUDENT REPRESENTATIVE
Leila Affini, Alexandra Hamza

E. PUBLIC PARTICIPATION
Residents who would like to participate remotely during public comment sessions must complete the [Request to Speak] form. Those in attendance must print their name and address on the sign-in sheet at the podium for accurate record keeping. In either case:

- State your name and address for the record. Students state name only.
- Three minute time limit.
- Written statements may be substituted for Board members if time runs out for the speaker.
- Inappropriate topics: Confidential information, personal issues and legal concerns. Please avoid derogatory and profane language.
- Immediate replies to questions/concerns should not be expected (although the Board Chair/Superintendent can do so at their discretion). However, questions of general interest can be submitted anytime using the 'Ask the Superintendent' form

F. SUPERINTENDENT’S REPORT
1.) Update on Senior Stories, Ms. Katelyn Miner, Principal, Manchester High School

G. UNFINISHED BUSINESS
1.) Ratification of the Manchester Federation of Paraeducators Local #3175, AFT CT, AFL-CIO Contract
Recommended Motion:
Move to approve the Manchester Federation of Paraeducators Local #3175, AFT CT, AFL-CIO Contract, covering the period of July 1, 2022 – June 30, 2026.
H. **NEW BUSINESS**

1.) **Action:** The Healthy Food Certification (HFC) statute (C.G.S. Section 10-215f) requires that each local board of education or governing authority (BOE) for public schools participating in the National School Lunch Program (NSLP) must certify each year whether all food items sold to students (separately from reimbursable meals) will or will not meet the Connecticut Nutrition Standards (CNS).

**Recommended Motion:**
Move to approve that pursuant to C.G.S. Section 10-215f, the Manchester Board of Education certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2022, through June 30, 2023. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, culinary programs and any fundraising activities on school premises sponsored by the school or non-school organizations and groups.

*If the Manchester Board of Education votes “yes” for the healthy food option, the Manchester Board of Education must also vote “yes” or “no” on whether to allow food and beverage exemptions.*

**Recommended Motion:**
Move that the Manchester Board of Education will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards and beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food and beverage items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the food and beverage sales.

I. **PUBLIC PARTICIPATION**
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- State your name and address for the record. Students state name only.
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J. **COMMUNICATIONS** - None
K. **ITEMS FOR FUTURE AGENDAS**  
**Topics for Superintendent’s Report**  
Monday, May 23, 2022  
BOE 22-23 Budget Update  
Monday, June 13, 2022  
Adult Education Update  
Monday, June 27, 2022  
Close of School Update  

L. **ADJOURNMENT**
PRESENT: Eisenthal, Kohls, Mix, Ntem-mensah, Orsene, Pattacini, Patterson, Stefanovicz

ALSO PRESENT: Superintendent of Schools Geary, Deputy Superintendent Curriculum & Special Services Radikas, Director of Finance & Management Clancy, Director of Human Resources Sone-Moyano

ABSENT: Meggers

A. OPENING

A.1. & 2. Meeting Called to Order
At 6:15 p.m., Mr. Eisenthal moved to go into Executive Session. Mix seconded the motion.

8/0 - Voted in favor.
Executive session concluded at 6:45 p.m.

Chairperson Pattacini called the meeting back to order at 7:01 p.m. He explained that due to both COVID safety and travel, both he and Ms. Patterson would be remote this evening. Mr. Eisenthal will be acting as Secretary and helping to facilitate the meeting. All in attendance participated in the Pledge of Allegiance to the Flag, led by Mr. Pattacini.

A.3. Approval of Minutes of Previous Meeting

APPROVED – Minutes Regular Meeting of the Board of Education of March 28, 2022. Acting Secretary Eisenthal moved and Mr. Ntem-Mensah seconded the motion.
B. COMMITTEE REPORTS

B.1. Curriculum & Instruction Committee
The last meeting was held on March 21, 2022. Mr. Ntem-Mensah reported that in attendance were Richard Kohls, Peter Meggers, Tracy Patterson, Kwasi Ntem-Mensah, Amy Radikas, Shardae Shipman, and Josh Steffenson.

Committee members were provided several different tasks related to an excerpt from *House on Mango Street* to complete and discussed which of the CT Core Standards within Reading and Literature would align to each task. The standards highlighted were chosen from grades 5, 8, and 11-12 to illustrate how standard develops in rigor from grade to grade. The task provided committee members with an overview of how CT Core Standards are organized and the work needed to unpack the standards to ensure students are engaged in meaningful experiences.

The meeting closed with a discussion of the work that will continue to tighten vertical alignment within the secondary level and what role directors, building administrators, department leaders, coaches and staff will play in this work.

The next meeting is scheduled for Monday, May 23, 2022.

B.2. Buildings & Sites Committee
Mr. Orsene reported that the last meeting was held on March 28, 2022. Committee members in attendance included David Eisenthal, Richard Kohls, Michael Orsene and Melanie Stefanovicz. Others in attendance were Karen Clancy, Assistant Superintendent of Finance & Management and Lindsey Boutilier, Director of Operations & Athletics.

The Central Office modular update was discussed. The portable unit has been installed behind the central office building and will house a number of central office staff members in six (6) offices. It will be ready for staff to move within the next several weeks.
Energy Audit/Upgrade & Solar Projects - The town's energy efficiency lighting and solar project initiatives are well underway. Buildings & Grounds supervisors are working closely with the contractors to ensure installations are completed according to plan.

ESSER Projects - Funds have been allocated through the ESSER grant to replace HVAC equipment in the high school auditorium.

Summer Capital Improvements - Mr. Boutilier distributed and reviewed a list of summer projects that are being planned for Manchester High School and Illing Middle School.

MHS Plans: We are currently looking at space at the high school to expand the cafeteria and to add small group spaces in the library. We will keep the Board informed of any updates. We are looking into the possibility of installing a digital sign in front of the high school that will provide the community with current events and other information.

Verplanck Roof Issues: The water intrusion issues at Verplanck have been resolved.

Buckley & Bowers Renovation Projects: The Buckley School renovation project is running on target. O&G has received contractor bids for the Bowers School renovation project and is in the process of awarding the bids to contractors.

C. CONSENT CALENDAR
Mr. Geary presented two items on the Consent Calendar for Board approval.

C.1. Personnel Action
Details had already been provided to the Board members with their agenda.

C.2. Transfer of Funds
- Transfer from Systemwide English Language Learner account ($6,757.00 from Systemwide ELL Consultants account; $843.00 from Systemwide ELL Professional Development account; $710.00 from Systemwide ELL Dues/Fees account) for a total
transfer of $8,310.00 to Systemwide Curriculum and Instruction account.
• Transfer from Manchester Middle Academy Alternative Education Instructional Supplies & Materials account in the amount of $2,500.00, transfer from Manchester Middle Academy Office Supplies & Materials account in the amount of $500.00, and transfer from Manchester Middle Academy Dues & Fees account in the amount of $1,000.00 for a total transfer of $4,000.00 to Manchester Middle Academy Other Purchased Services account.
• Transfer from Systemwide Science Consultants account in the amount of $10,000.00 and Systemwide Science Professional Development account in the amount of $5,879.00. Transfer to Systemwide Science Field Trip Transportation account in the amount of $3,715.00 and transfer to Systemwide Science Instructional Supplies and Materials account in the amount of $12,164.00.

The Chairman called for a motion.

Acting Secretary Eisenthal moved and Ms. Mix seconded the recommendation to adopt the Consent Calendar as presented herein.

8/0 - Voted in favor.

D. STUDENT REPRESENTATIVE REPORT
Alexandra Hamza shared the MHS update:

• At Manchester High School, Quarter 4 is well underway with many students and staff members excited to have the end of the year in sight.
• With the warm weather comes the end of the year festivities: senior prom and picnic tickets are on sale this week and Junior prom is on Friday.
• The Spring Sports schedule is packed at MHS with girls and boys tennis, track and field, golf, baseball and softball.
• Last week four MHS music groups went on a 4-day trip to Boston where they participated in a music festival and went on many tours around the city. The students
returned to Manchester yesterday and have been regaling their classmates with what a great time they had.

- Students are also getting ready for the beginning of AP testing which begins next week on Monday, May 2.
- Seniors continue to get supported and acknowledged as they finalize their post-secondary plans.
- College Commitment day for seniors is coming up during the first week of May. The school is offering opportunities for seniors to review their financial aid awards with counselors to determine which schools would be worth a second look.
- The MELC program at MHS has begun with many students excited for an opportunity to get after school help with various topics ranging from college preparedness to just help on school work.

It feels great to see the momentum at Manchester High School, and Alexandra is excited to see what the rest of the year will bring!

E. PUBLIC PARTICIPATION

Ms. Cindy Kadikis, who is a resident of Vernon, but works at Manchester High School as a paraprofessional, expressed her concern about the paraprofessional contract that is on the agenda to be ratified this evening. Ms. Kadikis stated that paras went above and beyond during COVID, especially once we went Hybrid. They have been asked to do more than ever and have supported the classrooms as much as possible. Ms. Kadikis claims that the current contract only provides a 30c raise for many of the paras. Some are working with up to 6 students with multiple disabilities. The position is challenging, but the goal is to help kids feel proud. Ms. Kadikis is pleading with the Board to think about the contract as she feels there is no equity with a 30c raise.

Ms. Debbie Streeter, 25 Eastfield Street, has been a para in town for 33 years, 25 of which has been at the middle school level. She loves her job most of the time, however it doesn’t pay well. She wonders how many careers that require either an associates degree, 60 college credits, or passing a ParaPro test, pay so poorly. There are a wide variety of jobs that paras do, depending on the ages and abilities of the students in their care. Life skills, including eating and toileting, are taught. Some students are in self-contained classes while others are mainstreamed. Ms. Streeter is asking the Board to reconsider the contract and pay them fairly. She feels the contract is a great disappointment and the little raise will be eaten by the increased cost of insurance. The last few years have been challenging and she feels that all the government funding
seems to stop at North School Street, where some are promoted to new positions and sit behind plexiglass, while paras work side by side with students. They are also often subbing for the teachers (with a stipend). Ms. Streeter added that about a year ago her son became a para and we need to attract more male paras as well.

Mr. Tom Stringfellow, 183 Hillstown Road, spoke about Cinco de Mayo and world history. He recommended the book *El Norte - The Epic and Forgotten Story of Hispanic North America*. Mr. Stringfellow noted the Disability Act is 32 years old and he suggested the book *Demystifying Disability*. Mr. Stringfellow also touched on gender identity, teachers afraid to teach history, Earth Day and climate change, as well as an article about paras in the *Hartford Courant*. Last, he reminded the Board that an update on crossing guards has been requested.

Mr. Colin McNamara, 47 Grandview Street, points out the para situation is the perfect microcosm of all the money being dished out not hitting the people doing the work. A 30c raise does not even touch inflation. Mr. McNamara congratulated the Board and high school staff for MHS being ranked 96/200 schools. This is a feat with all our challenges.

Mr. Norm Delaura, 47 Garden Grove Road, pointed out the many young students in the room and was upset at the topics being discussed.

**F. SUPERINTENDENT’S REPORT**
(Friendly amendment, switching F.2. to F.1.)

**F.1. Buckley Update**

Mr. Geary introduced Principal Ann Johnston, along with Kendra Montstream, Librarian and several students. Mr. Geary reminded us that Buckley will be the first net zero school in the state and the science behind being a net zero building will be shared by the students.

Ms. Johnston is excited about the Geo-thermal heating and cooling system and it also piqued the interest of staff and students alike. Ms. Montstream explored this topic with her students and they collaborated on a common goal of creating this presentation. The students communicated about what type of work they wanted to create, a slide show, a jam board, or something else. They
determined what they needed and used critical thinking to link the problem through the disciplines. Their creativity is showcased on each slide that they created themselves. The students did a marvelous job presenting and you may view them on the website.

**Mr. Ntem-Mensah** complimented the students on their research and congratulated them on a job well done.

**Mr. Eisenthal**, who is the Board Liaison to Buckley, noted this presentation exceeded his expectations tonight. He is proud of the work the students did. A 5 minute recess was called to allow the students time to take pictures with Board members. *Recess 7:47 - Back in session 7:51.*

**F.2. Update on Technology**

**Mr. Geary** introduced Kerri Kearney, Director of Instructional Technology. Ms. Kearney’s slideshow can be found on the website. She discussed curriculum integration and teacher support. Teachers were given new laptops with docking stations to replace desktop computers and chromebooks to allow for flexibility.

Ms. Kearney reviewed the types of device found at different grade levels and the needs for students of different ages.

Hotspots have been purchased for some families to provide access to the internet to support learning.

With technology comes many challenges, including teaching Digital Citizenship and providing security for confidential systems.

**F.3. Buckley Playground Equipment Package**

**Mr. Geary** introduced Mr. Michael Scott from TSKP Studio. Mr. Scott showed the Board the different playground equipment slated for Buckley. He explained that we need the Board to approve this to move on to the state for approval of the budget.
Ms. Stefanovicz wondered if there is fencing around the playground. Mr. Scott stated there is as required by the state. There are also benches for parents for evening/weekend use.

G. UNFINISHED BUSINESS
None.

H. NEW BUSINESS

H.1. 2022-2023 Board of Education Meeting and Workshop Schedule
Mr. Geary noted this included a change to the July meeting dates.

Acting Secretary Eisenthal moved for the Board to approve the 2022-2023 Board of Education Meeting and Workshop Schedule. Ms. Mix seconded the motion.

8/0 - Voted in favor.

H.2. Approval of Buckley Playground Equipment plans and specifications

Acting Secretary Eisenthal moved for the Board of Education to approve the plans and specifications for Playground Equipment for Buckley Elementary School dated April 08, 2022 prepared by TSKP Studio and the associated cost estimate, for submission to the Department of Administrative Services, Office of School Construction Grants for review of final plans. Ms. Mix seconded the motion.

8/0 - Voted in favor.

Mr. Geary noted that the next three items are back on the agenda as we submit the final numbers to close out these projects to the state. There was a dispute about a payment in the Verplanck project that was recently settled between the town and two vendors. The amounts have all been adjusted accordingly and we are prepared to
submit final closeouts to the state. We have to close out old projects in order to begin drawing down money for Buckley from the Department of School Construction.

H.3. **Acceptance of Cheney Bennet Academy Project #077-0234 RNV/EA as Complete**

Acting Secretary Eisenthal moved for the Board of Education to accept the Cheney Bennet Academy Project #077-0234 RNV/EA as complete. The Scope of Work included expansion and alteration of the Building. Total cost of the project was $20,171,616. Reimbursement from the State Bureau of School Facilities to the Town of Manchester for this project is estimated at $11,448,341. Mr. Ntem-Mensah seconded the motion.

8/0 - Voted in favor.

H.4. **Acceptance of Waddell Elementary School Project #077-0233 RNV/EA as Complete**

Acting Secretary Eisenthal moved for the Board of Education to accept the Waddell Elementary School Project #077-0233 RNV/EA as complete. The Scope of Work included expansion and alteration of the Building. Total cost of the project was $24,537,035. Reimbursement from the State Bureau of School Facilities to the Town of Manchester for this project is estimated at $14,414,693. Mr. Ntem-Mensah seconded the motion.

8/0 - Voted in favor.

H.5. **Acceptance of Verplanck Elementary School Project #077-0235 RNV/EA as Complete**

Acting Secretary Eisenthal moved for the Board of Education to accept the Verplanck Elementary School Project #077-0235 RNV/EA as complete. The Scope of Work included expansion and alteration of the Building. Total cost of the project was
$28,603,945. Reimbursement from the State Bureau of School Facilities to the Town of Manchester for this project is estimated at $16,941,789. Mr. Ntem-Mensah seconded the motion.

8/0 - Voted in favor.

H.6. Ratification of the Manchester Federation of Paraeducators Local #3175, AFT CT, AFL-CIO Contract
Mr. Geary noted that Board members were provided a summary of the contract that was ratified by the Union and needs Board ratification. Some items in the contract include the removal of a 30 minute clause before the $12.50/hr stipend for covering a class for a teacher kicks in. Over the next few years, several paid holidays were added. Insurance goes up 2% over 4 years (0.5%/yr). Including the paid holidays, there is an 18% wage increase over the 4 year contract. Tuition reimbursement has been added as well as a personal care differential of 5% for those paraprofessionals that help students with personal care such as toileting.

Ms. Stefanovicz wondered, although this contract is an improvement, is it enough? These professionals work with our most fragile population. She would prefer the administration go back to the drawing board to increase all steps adequately and keep the paras in line with inflation, as well as reward them in a fashion that conveys their value and head closer towards a living wage. She also noted a gender disparity, as most paras are women and most buildings and grounds staff are men and we are paying custodians more than paras. She asked that we step back and ask if we are being equitable.

Mr. Orsene agrees with Ms. Stefanovich. He gives credit to the paras who spoke this evening.

Mr. Eisenthal wants to praise the paras, who he feels are frontline workers. He asks that we consider going forward with the contract and have an option to reopen negotiations if we cannot retain our staff.

Ms. Stefanovicz stated that that would be asking people to leave.
Mr. Ntem-Mensah also sides with Ms. Stefanovich. He commends all paras for their work and asks us to go back to negotiations.

Mr. Geary states that the administration negotiated this contract in good faith with a committee appointed by the union. If we reject this contract on behalf of the Board it would set a dangerous precedent. He needs more clarity of what the Board wants to do. The union ratified this contract - they did not reject it. The next step is not to go back to negotiations, but to move to arbitration. In arbitration, it is unlikely that they would offer an 18% wage increase over the life of the contract. Other items may also be struck from the contract. We have to be mindful that the contract was negotiated in good faith between the union and administration and then it was ratified by the union.

Mr. Pattacini thinks it would be a good idea to speak with legal counsel about what the next step would be if the item is voted down. He recommends that this item be tabled until the Board can meet in executive session to discuss options. He wondered if there was a time frame during which we needed to ratify the contract.

Mr. Geary will check with legal counsel, however the next step is arbitration. In the case of arbitration the Board attorney and the Union attorney would open every item that was negotiated. We can have Atty. Mills present, however there are always some happy and some frustrated with any contract in every union. Mr. Geary recommends the Board ratify this contract that was negotiated in good faith. If that is not agreeable then he recommends tabling the item instead of voting it down this evening.

Mr. Pattacini asked board members for a sense of where they are at. At least 3 members are not in favor of the contract being ratified.

Ms. Patterson is prepared to ratify this evening. She does understand and support the paraeducators and feels confident in the nature of which the contract was negotiated.

Mr. Kohls stated it is a complicated situation and it seems we should proceed with caution.
Ms. Mix is comfortable tabling the item to get more information.

Mr. Pattacini suggests tabling the item. He agrees with Ms. Patterson. The process is to negotiate in good faith with the union and the expectation is then to ratify the contract. If we do not ratify, the next step is to meet with legal counsel and be comfortable with the next step, which is arbitration. This may result in less of a contract. The item was tabled.

H.7. Bid Waiver
Mr. Geary explained that there is a ropes course on Hillstown Road that is shared with the community and the schools. It was created in 1998 with NW Adventure LLC. The course currently needs about $20,000 in repairs. We would like the former head of NW Adventure LLC to perform the work, but he is now at a different company. This bid waiver allows us to use the same person as prior, just at a different company, for the repairs. We do not need to vote on this item, it just requires 5 Board member signatures. There were 5 members in the room willing to sign this evening.

I. PUBLIC COMMENTS (Limited to items on tonight’s agenda)
Ms. Debbie Streeter, 25 Eastfield Street, noted it was nice to be thanked by many parents this evening for her work as a para. She appreciated the comments about the contract made by some Board members this evening as well. She noted that her son became a para a year ago and we need more male role models. Care for special education students in middle and high school is physically challenging. It is difficult to hire more para at the current pay scale. Her son makes more money when he works for DoorDash. State workers got a bonus, why not us? She thinks that paras currently on Step 1 should move to Step 3. Current Step 1 paras make 40c less than the current contract. Paras give the Board of Education and the Town a lot of bang for their buck. We help keep students in the district instead of outplacements. We feel undervalued. Para Day came and went recently with no acknowledgement.

Ms. Elizabeth Klinck, who works at MHS but lives in East Hartford, noted the union recently lost their president and got a new one. She says the vote on the contract was very close, about 5 votes. There was an extreme lack of communication and many
didn’t know what was going on. It is difficult to keep good people in the district. We need more support. We all love the kids and that is why we stay.

Ms. June Conrad, 39 Dover Road, a para in town, says they were given PD on de-escalating behaviors and a lot of that work is the role of a Behavior Tech. Paras deal with developmental and physical needs. We need more paras and the low wages impact our ability to find and keep good people.

Mr. Tom Stringfellow, 183 Hillstown Road, supports the Consent Calendar and thinks it was money well spent on the three school projects. He was happy with the parent turnout this evening and he wishes the press had been here to see that. Mr. Stringfellow touched on several topics, including the first black astronaut, geothermal energy, mental health legislation and social emotional learning being vital. He reminds us public schools have to take all students. He also states that parents are not the only ones with rights, as in his case he has no children by choice.

J. COMMUNICATIONS
Mr. Eisenthal noted that Sean Webster, the Family Resource Coordinator at Buckley, is helping create a time capsule to be opened at some point in the future, at the Buckley site. He is requesting notes or stories from former Buckley staff or students be mailed gto Buckley ℅ Mr. Webster or emailed to him at swebster@mpspride.org. Please remember to include your name and the years you worked at or attended Buckley. Submissions are due by May 20th.

Ms. Stefanovicz announced that this was her last meeting as a member of the Board of Education. She notes it has been a pleasure to serve the students of Manchester and she has enjoyed contributing towards the success of MPS. Between a recent career move and the desire to spend more time with her family, it has become necessary to step down.

Mr. Pattacini stated the Board would miss her leadership. Serving on any Board takes much effort and time from your personal life. He thanked Ms. Stefanovicz for her commitment to serving the students of Manchester and also thanked her family for their sacrifices as well.

K. ITEMS FOR FUTURE AGENDAS
Monday, May 9, 2022       Manchester Preschool Center Update
Monday, May 23, 2022       Adult Education Update
Monday, June 13, 2022       Manchester Middle Academy Update

L. **ADJOURNMENT**

Mr. Pattacini called for a motion to adjourn.

Acting Secretary Eisenthal moved and Mr. Ntem-Mensah seconded the motion to adjourn the meeting.

8/0 - Voted in favor.   **Adjournment 9:10 p.m.**

Respectfully submitted,

David Eisenthal, Acting Board Secretary
To: Manchester Board of Education
From: Mr. Matthew Geary, Superintendent of Schools
Subject: Transfer of Funds
Date: April 21, 2022

Background: In accordance with Board of Education Policy 3160, Transfer of Funds between Categories, I am requesting the Board approve the following transfers in the FY2021-2022 Budget.

Discussion/Analysis: Transfer from System-wide Curriculum & Instruction Dues and Fees in the amount of $19,724.00. Transfer to System-wide Curriculum & Instruction Instructional Supplies and Materials in the amount of $17,666.00 and transfer to System-wide Curriculum & Instruction Computer Equipment in the amount of $2,058.00.

Financial Impact: None

Other Board/Commission Action: None

Recommendation: The Superintendent of Schools recommends that the Board of Education approve these transfers in the FY2021-2022 Budget.

Matthew Geary
Superintendent of Schools
Manchester, Connecticut
May 9, 2022
TO: Accounting Department  School/Department: Curriculum & Instruction
Date of Request: 04/21/2022  Approver: Amy F. Radikas
Date Approved: 04/21/2022

JUSTIFICATION (Required Field): To support additional instructional supplies and computer equipment.

SUBJECT:
TRANSFER BUDGET MONIES FROM ONE LINE ACCOUNT TO ANOTHER

DECREASE - In whole dollars only:
$19,724.00  Account #40299221 5810  Description: System C&I Dues/Fees
$________  Account #__________  Description: 
$________  Account #__________  Description: 

$19,724.00  TOTAL DECREASE

INCREASE - In whole dollars only:
$17,666.00  Account #40299221 5611  Description: System C&I Instr Sup/Mat
$2,058.00  Account #40299221 5734  Description: System C&I Comp. Equip.
$________  Account #__________  Description: 

$19,724.00  TOTAL INCREASE (Must match total decrease)

Accounting Department Only

Board Approval Needed:  Yes X  No ___

Date of Board Approval:  ______________________

Date Transfer Completed:  ______________________  Name: ______________________
Manchester High School

Board of Education Update
May 9, 2022
Senior Story & Red Hawk Flight Plan

High Expectations ~ High Support
Every Child Seen and Known
Collective Responsibility for All
Manchester High School, CT
Questions we have been asking

What data tells the story of student achievement at MHS?

What data tells the story of teaching and learning at MHS?

How do we design a Mastery Based Diploma Assessment (CT required 25th credit) that supports our vision and goals for students?

How do we embed our Vision of a Graduate in a meaningful way into the fabric of what we do each day?

What does it mean to be college and career ready? How will we know if they are making progress? How will students know?
What data tells the story of student achievement at MHS?

**Vision for Future**

**Strengths from Vision of Graduate**

**Contribution to Community**

**Connection to Adults**
What research-based mindsets are we building in students through Red Hawk Flight Plan?

- **Self-efficacy**: I can do this
- **Openness**: It’s good to try new things
- **Growth mindset**: If I work harder I’ll do better
- **Belonging**: I belong in this community of learners
- **Relevance**: This work has value to me
Every Student Graduating

- with a deep understanding of themselves
- their interests and passions
- with a Post-Secondary Plan aligned to their interests and values
- with Optimism and Confidence in their Choices
RED HAWK FLIGHT PLAN

Throughout your time at MHS, you will be learning what your strengths are and how to tell your story. Your Red Hawk Flight Path is made up of the experiences you will have at each grade level that lead to your Senior Story and graduation.

9TH GRADE EXPERIENCE

In 9th grade, you will participate in:
- Red Hawk Talks
- Freshman Seminar Course
- Academy Selection Process
- Begin Student Profile

To demonstrate your growth with Self-Direction and Process Monitoring, you will complete your Freshman Seminar Final Project and reflect on your Academy selection for your 10th grade year.

10TH GRADE EXPERIENCE

In 10th grade, you will participate in:
- Academy Team Building
- Academy-themed Red Hawk Talk
- Reverse Job Shadow Panel
- Student Profile Revision

To demonstrate your growth with Communication, you will need to add to your profile and share an assignment you are proud of, such as your Sophomore English Rant, Biology Project or Video Production Final Project.

11TH GRADE EXPERIENCE

In 11th grade, you will participate in:
- Personal Narrative Brainstorm
- Community Based Learning Experience
- Mock Interview
- Student Profile Revision
- College Application Boot Camp

To demonstrate your growth with Critical Thinking or Problem Solving, you will need to add to your profile and reflect on an assignment you are proud of, such as your History Day Project, Op-ed or Argumentative Essay, Socratic Seminar or World Language Project.

12TH GRADE EXPERIENCE

In 12th grade, you will participate in:
- Personal Narrative and College Essay revision
- Community Based Learning Experience
- Senior Story Preparation

In 12th grade, you will demonstrate an understanding of self and how you have grown at MHS through your senior story experience.

SENIOR STORY

Your senior story is a reflective demonstration of your past four years at MHS. Your senior story will include an artifact that represents something you are proud of and passionate about and is connected to an MHS capacity. You will share this artifact with a panel and reflect on your strengths, your experiences at MHS and your growth as a learner over the last four years. You will also share your post-secondary plan with the panel and explain how your experiences have impacted your post-secondary plan.

GRADUATION!
Written Reflection: Write a thoughtful and reflective paragraph in which you reflect on this experience and apply what you have learned to your future career:

● What did you learn from this experience? About yourself? About others?
● How did this experience help prepare you for life after MHS?
● Where did you find the value in this experience? (consider: field of study, types of classes, possible career, preparation for this experience, etc.)
● What kind of feedback did you receive? Glows and grows?
● Based on the feedback you received, what will you do differently in your next interview experience?
● What is your biggest takeaway from this experience? If you were going to talk about this to our 10th graders, what would you tell them?
“The Junior Mock Interview was a very useful experience for not only myself but for all students. It introduces how to do a professional interview at a young age so it becomes easy as we begin to get into our careers. As someone who did well on my interview, I was shocked but happy to find that I was offered an actual position with the business.”

- Shenelle Johnson, Class of 2023
What is the Senior Story?

- A 10 minute **creative demonstration** that combines self-reflection and storytelling - who are you?
  - Reflection on learning experiences
  - Demonstration of an artifact that represents a capacity-based strength
  - Explanation of your postsecondary plan
- It takes place in front of a **panel** of 3-4 adults
  - One adult of your choosing (from MHS or the community)
  - One academy team member
  - One additional staff member
- A **celebration** of your experiences at MHS and your growth as a learner
Why should I complete my Senior Story?

Here is what your peers had to say...

● I think that the senior story process was a really good experience because it allowed me to speak my mind about how I feel about the future.
● It felt good to share my improvement.
● It helped me build some confidence presenting in front of people.
● I got a lot of good feedback that I would not have gotten if I did not do the senior story. I also got to meet new people who can potentially help me in the future.
● I finally put into words my type of learning, and I got to look into myself and figure out my strengths.
● It allowed me to reflect on my experience at MHS which I feel like is something I haven’t had the chance to do before
● I got to reflect on myself, and see how I’ve actually grown.
Why should I complete my Senior Story?

- To celebrate my accomplishments and my growth during my time in high school
- To practice telling my story to prepare for future interviews
- To be able to identify my strengths and speak to them with evidence
- To reflect on how I have changed in my time at MHS
- To share something you are proud of and why you are proud of it
- To get a $25 Amazon gift card
- To win a reward for my mentor group if we all participate!
- Opportunities for credit recovery - check with your counselor or Assistant Principal about this!
What can my senior story look like?

Website
Song
Poem
Slides
Essay
Rap
Cooking demonstration
Anything!
Poster
My Senior Story

By: Michelle Scott

MHS Senior Story

Your senior story should be a creative demonstration of your journey as a learner at MHS. This interactive story should be at least 10 minutes long and should include your plans for after high school. While telling your story, you will share an artifact that you are proud of, explain your post-secondary plans, and converse with the panel.

How should I reflect on my learning?
- What have you discovered about yourself as a learner? Which learning experiences have led you to these discoveries?
- What have you learned about your strengths and areas of growth?
- What skills or experiences are you taking with you from MHS when you graduate?

What artifact(s) should I share and how?
An artifact is evidence (physical or abstract) of your choice that you are proud you created or accomplished and are passionate about. It should be related to a class, demonstrate what you have identified as a personal strength, and align to at least one of the MHS capacities. You should be prepared to explain why you chose this artifact and how it demonstrates a strength.

What is my post-secondary plan?
Explain your current post-secondary plan and how it aligns with your strengths, your identity, and your areas of interest. Explain any problems that you have had to solve or challenges that you have had to consider or overcome in order to make your plan a reality.

Who is on the panel? What does the panel do?
The panel will likely include: an adult of your choosing from MHS or the community, an additional staff member, and a member of your academy team. You will have a follow-up conversation with the panel that includes questions and reflections on your story.
How?

We

- Clarified purpose of 25th credit and vision
- Grounded our work in individual student stories
- Researched, explored, visited, studied
- Came to understand what we did not want for students
- We committed to learning from pilots and early versions
Where Next? Questions we are asking now

How do we balance scale with quality improvement?

How do we plan for logistics, calendar, time and tech tools?

What one element of Senior Story do we focus on next year in terms of quality and growth?
AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND

THE MANCHESTER FEDERATION OF PARAEducATORS

LOCAL #3175, AFT CT, AFL-CIO

COVERING THE PERIOD

JULY 1, 2022

TO

JUNE 30, 2026
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AGREEMENT

Between

The MANCHESTER BOARD OF EDUCATION

And

The MANCHESTER FEDERATION OF PARAEDUCATORS

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE _____ day of ____________ 2022 by and between the Manchester Board of Education of the Town of Manchester (hereinafter referred to as the "Board") and the Manchester FEDERATION OF PARAEDUCATORS, Local #3175, AFT CT, AFL-CIO (hereinafter referred to as the “MFP”).

WHEREAS, Connecticut Public Law recognizes the procedure of collective bargaining as a peaceful, fair, and orderly way of conducting relations between municipal employees and their employer; and WHEREAS, the paraeducators employed by the Manchester School System selected as their sole representative the MFP, resulting in the MFP becoming exclusive bargaining representative for all paraeducators in the unit; and WHEREAS, the Board and its designated representative have met with representatives of the MFP and have fully considered and discussed amongst themselves, wage schedules, working conditions, personnel policies, and other conditions relative to employment, it is agreed as follows:

As used in this Agreement, the term “the Board” shall mean the Manchester Board of Education or its designee(s).

As used in this Agreement, the term “Superintendent” shall mean the Superintendent of Schools or the Superintendent’s designee(s).

Except as otherwise provided in this Agreement, the term “days” shall mean business days on which the Board’s Central Office is open.

ARTICLE I
RECOGNITION

The Board recognizes the MFP as the exclusive bargaining representative of all persons employed as paraeducators including part-time employees as defined in CGS 7-467 working on a regular schedule in the school system and all summer hour paraeducator positions for the purpose of negotiating with respect to wage schedules, fringe benefits and conditions relative to
employment, and impact of job description changes. In keeping with the requirements of the Every Student Succeeds Act (ESSA), all contracted paraeducators must have two years of college credit (60 credits) or hold an associate’s degree (or higher degree) or pass the Connecticut Para Pro Assessment.

Not included in the above group are noontime aides, bus aides, and time-reporting paraeducators less than two (2) hours per day. All paraeducator positions ten (10) hours or over per week will be contracted positions and in the bargaining group. The only exceptions will be for part-time one-on-one special education paraeducator positions which may be posted and filled for a specific number of hours if such hours are required by PPTs and coordination of jobs are not available (e.g. 10 hours per week in the morning for one student and 10 hours per week in the afternoon for another student).

ARTICLE II
BOARD'S RIGHTS

All rights, powers, authority and functions of the Board formerly exercised or exercisable by the Board shall remain vested exclusively in the Board except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include, but are not limited to: the full and exclusive control, management, and operation of the departmental operations; the determination of the scope of the Department’s activities, method of delivering services, including the right to determine processes, products, equipment and tools to be utilized; the establishment of job classifications and job descriptions; determination of reasonable standards of work; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; the direction of the work force, including but not limited to, the right to hire, assign, layoff, recall, promote, transfer and discipline for just cause any of its employees; and the right to maintain order and efficiency.

ARTICLE III
FAIR PRACTICES

Manchester Public Schools is committed to a policy of equal opportunity/affirmative action for all qualified persons. Manchester Public Schools does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression disability (including, but not limited to, past or present history of mental disability, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. Manchester Public Schools does not unlawfully discriminate in employment and licensing against qualified persons with a prior
criminal conviction. The provisions of this paragraph are included for informational purposes only, and shall not be subject to the grievance procedure.

**ARTICLE IV**

**WORKING CONDITIONS**

A. A paraeducator is a non-certified person employed by the Manchester Board of Education whose assignment consists of, and is limited to, assisting a professional staff member. A major contribution of the paraeducator is to free the professional staff member from routine and non-professional activities, so that there may be opportunity to provide better instruction and better learning situations for the children in the class or to allow the professional staff member to make contributions to other aspects of the education program. It is understood that the paraeducator works under the supervision of the professional staff member and may be responsible for the reinforcement of teaching activities; however, he/she is not to be responsible for initiating lesson plans or for the initial teaching procedures. *Paraeducators are not to be responsible for the supervision of a classroom except with the prior approval of the principal and immediate supervisor. Prior arrangements must also be made with the paraeducator involved. Paraeducators may not be used for supervision of a classroom to substitute for a teacher on a regular basis or prolonged period of time. Explanation Meaning - for a 1, 2, or 3 day or greater period with a paraeducator. Paraeducators shall be paid $12.50 per hour in addition to her/his regular hourly rate when she/he is assigned to cover for a teacher who is not present in the classroom for more than thirty (30) minutes. Such payment shall apply to the entire time period that the paraeducator provides such coverage, provided that the total time period is more than thirty (30) minutes. (Example: If a paraeducator provides such coverage for thirty-five (35) minutes, the paraeducator will be paid the $12.50 coverage rate for that entire 35-minute time period).

*Permissible for PPT conferences.

B. Paraeducator positions relating to individual children (One on One Positions):

Employees in these positions are expected to fulfill their responsibilities under the individualized education plan(s) (“IEP/s”) for the student to whom they are assigned, as well as to perform other paraeducator related tasks within the classroom. The nature of the paraeducator’s assignment shall be determined by the relevant Planning and Placement Team(s). If the student to whom a one on one paraeducator is assigned is absent on any given day, the building administrator or designee shall determine the responsibilities for the one on one paraeducator for any such day.

C. 1. Work Year: The work year for paraeducators shall be the student school year plus two professional development days. By August 1 of each school year, the Board must inform the MFP of each scheduled paraeducator in-service day for
the school year. If the student school year is increased, the work year for paraeducators shall be increased accordingly, and the wages for paraprofessionals shall be increased proportionately. If the student school year is decreased, the work year for paraeducators shall be decreased accordingly, and the wages for paraeducators shall be decreased proportionately. Two (2) days of mandatory professional development are generally scheduled in August. These days will be made up during the school year, if school is closed for unforeseen circumstances.

2. The following Holidays shall be non-work days, provided that school is not in session on such days:

<table>
<thead>
<tr>
<th>Labor Day</th>
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<tr>
<td>Indigenous Peoples Day</td>
<td>Veterans Day</td>
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<td>Thanksgiving Day</td>
<td>Presidents Day</td>
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<tr>
<td>All school vacations</td>
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<td>Good Friday</td>
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The following shall be paid holidays for all paraeducators:

<table>
<thead>
<tr>
<th>Labor Day</th>
<th>Thanksgiving Day</th>
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</thead>
<tbody>
<tr>
<td>Christmas Day</td>
<td>New Year’s Day</td>
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<tr>
<td>Good Friday</td>
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</table>

Effective July 1, 2022, Indigenous Peoples Day and Veterans Day shall be paid holidays for all paraeducators.

Effective July 1, 2023, Martin Luther King Day shall be a paid holiday for all paraeducators.

Effective July 1, 2024, Presidents Day shall be a paid holiday for all paraeducators.

Effective July 1, 2025, Memorial Day shall be a paid holiday for all paraeducators.

In the event that school is in session on any of the days set forth above, paraeducators shall be provided a compensating day as defined as a paid non-workday, arranged through mutual agreement with the immediate supervisor/principal and subject to the provisions of Section 1 regarding the total number of days in the work year for paraeducators.
Juneteenth: In addition to the paid holidays set forth above, if an employee is normally scheduled to work on the date designated by the Board for observation of Juneteenth, then Juneteenth will be a paid holiday for the employee, provided that Juneteenth will not be a paid holiday for any employee whose work year has ended prior to the date designated by the Board for observation of Juneteenth.

D. Work Hours:

1. Paraeducators regularly scheduled to work seven (7) consecutive hours per day will be given a duty-free lunch period of thirty (30) minutes. Paraeducators are not allowed to leave the school grounds during their paid work day unless they are on school business.

   The school administrator will be responsible for the assigned work day hours based on the needs of the building and/or the student.

2. Paraeducators will be allowed to leave fifteen minutes after student dismissal, without loss of pay on the following days: the day before Thanksgiving, the day before December break and the last day of school, as long as these days continue to be early dismissal days for students.

3. Paraeducators will attend meetings, workshops, and other functions of their respective programs as required by the principal and/or supervisor during the established workday. If these meetings, workshops, etc. are scheduled beyond the established workday, all bargaining unit members shall be compensated for their required attendance. It is understood between the parties that the administration will excuse paraeducators from attendance when the meeting agenda is not relevant to their responsibilities. Any question of agenda relevance will be decided by the Superintendent/designee.

4. Every paraeducator will be given one duty-free break period of ten (10) minutes per day.

5. Bargaining unit members who are classified as 1:1 and/or classroom paraeducators will be allowed to attend field trips with pay with their student(s) if deemed necessary by the administrator and in collaboration with the Special Education Department.

6. Delayed School Openings

   When the Superintendent delays the opening of schools, paraeducators who report at the new starting time will not lose pay for the period of time the schools were not operating. Paraeducators who report later than the new
starting time will be considered late to work and will be subject to pay reduction.

Paraeducators should not report to work earlier than their new start time on these days. For example: If the original start time is 8:00 a.m. and there is a ninety-minute delay, the new start time would be 9:30 a.m. Paraeducators must not punch in more than five (5) minutes before their start time.

7. Early School Closings

Employees covered under this contract shall be paid for all early school closings if they occur within the time that the employee normally works. This provision shall apply only to unscheduled early dismissals due to weather or similar circumstances.

E. Notification of Employment: The Board shall give written notice from Human Resources no later than June 1 to any paraeducator if there is a possibility of discontinuance of his/her position. The Board shall give written notice from Human Resources no later than June 15 or the last day of school of actual discontinuation.

F. Employee Protection: The Board shall protect and save harmless all paraeducators in accordance with Section 10-235 of the Connecticut General Statutes.

G. Resignations: The paraeducator wishing to terminate employment with the Board of Education shall file a written notice of resignation with the Central Office Human Resources Department at least ten (10) days prior to the last day of work (except in cases of emergency).

H. Travel Expense: Paraeducators who are required to travel between schools as a regular part of their assignment shall be reimbursed at the rate approved by the Internal Revenue Service for that calendar year.

I. The parties recognize the right of the MFP to refer safety concerns to the Town/Board Safety Committee. These referrals should be writing with a copy delivered to the Superintendent of Schools.

J. Prior to the assignment of a paraeducator to a special education position, the principal or designee shall meet with the paraeducator to review the needs of the student(s), subject to all applicable laws, and to outline and schedule any additional training the paraeducator needs in order to be successful in the assignment. Such training shall be provided by the Board of Education.

K. All disciplinary action will be for just cause and subject to the grievance procedure. Notice of intent to dismiss shall be in the form of a written statement from the
Superintendent/designee.

All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.

L. Disciplinary actions shall normally include and follow this order:

(1) A verbal warning
(2) A written warning
(3) Suspension without pay
(4) Discharge

The Administration reserves the right to deviate from the above procedure in extreme cases.

The Administration shall, at the time disciplinary action is taken (except verbal warning), furnish the employee and the President of the Union a written statement of reasons for such action and the period of time for which any suspension is to be in effect.

M. Newly hired bargaining unit members within each category shall serve a probationary period of sixty (60) days. During this sixty (60) day period, bargaining unit members’ work will be evaluated to determine if it is satisfactory. If it is not deemed satisfactory, the bargaining unit member may be reassigned or terminated by the Superintendent/designee, at the complete discretion of the Superintendent/designee. During this probationary period the employee shall have no seniority rights, but shall be subject to all other provisions of this Agreement. The one exception will be that the probationary employee will have no rights to the grievance procedure with respect to termination of employment and any disciplinary action.

ARTICLE V
LEAVES OF ABSENCE

Paraeducators regularly scheduled to work for fewer than thirty (30) hours per week shall be eligible for all contractual leave benefits (i.e. sick leave, personal days, bereavement days) on a pro-rated basis, based on the number of hours they are regularly scheduled for work.

A. Sick Leave:

1. Every full time paraeducator shall be entitled to fifteen (15) days of sick leave with full pay each year, to be accrued at the rate of 1.5 days per month. Sick days will be prorated for paraeducators who work less than full time. The
accumulation of unused sick leave shall be limited to 185 days for paraeducators.

2. Personal time and sick time shall be taken in hourly increments. A fraction of an hour shall be counted as one hour. Time spent at medical or dental appointments which cannot be made at other than school time shall be charged against sick leave in hourly increments.

3. Upon retirement, Paraeducators:

- Effective if hired prior to July 1, 1999:
  - The employee shall be paid for one-half of all accumulated unused sick days up to a limit of 150 days (1050 hours) of such accumulation, or, if the employee has rendered fifteen (15) or more years of service in Manchester (Public Schools), the employee shall be paid for all unused sick leave accumulated up to a maximum of seventy-five (75) days (525 hours).

- Effective if hired on July 1, 1999 through June 30, 2006:
  - The employee shall be paid for one-half of all accumulated unused sick days, up to a limit of one hundred and twenty (120) days (840 hours), capped at a maximum of sixty (60) days (420 hours).

- Effective if hired on or after July 1, 2006:
  - The employee shall be paid for one-half of all accumulated unused sick days, up to a limit of ninety (90) days (630 hours), capped at a maximum of forty-five (45) days (315 hours).

- Effective November 6, 2014 new hires will no longer receive a sick leave payout at retirement.

Payment for unused sick leave shall be at the employee’s hourly pay rate as of the date of retirement, based on the average number of hours in the employee’s regular daily work schedule at the time of retirement.

For each eligible employee who has reached the age of fifty-five (55) during the calendar year of retirement, the Board shall contribute the applicable compensation amount under the provisions of this section into a 401(a) plan established by the Board. Such contributions into the 401(a) plan shall be mandatory for each such eligible retiring employee. The Board shall make such contributions within sixty (60) days after the effective date of retirement. For any eligible retiree who has not reached the age of fifty-five (55) as of the date of retirement, the Board shall pay directly to the employee the dollar amount
applicable to such employee for the payment for unused sick leave, with such amount to be determined in accordance with the provisions of this contract section. Such payments shall be made within the same time period applicable to 401(a) contributions under the provisions of this section.

4. The Board may limit the total number of dollars to be deferred, but shall budget funds at least equal to the current request for deferred payment. Deferred payment requests will be honored based on length of service in Manchester.

5. Whenever a paraeducator is absent from work as a result of a work-related injury or occupational disease and becomes eligible for Workers' Compensation, he/she shall be paid his/her full wages for the period of such absence up to a maximum of six (6) months from the inception of the absence; in any case the position shall be held and the absence shall not be charged to sick leave. Any amount of wages payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for the period for which such wages are paid. After six (6) months of absence the employee may use sick time if he/she wishes to make up any difference in loss of pay over and above the Workers' Compensation payment. The employer shall make its best effort to hold the employee's position for up to one year.

6. Leaves of absence due to medical reasons shall be treated as Family Medical Leave (F.M.L.A.) in accordance with applicable state and federal law. Whenever possible, the parties recognize that it is appropriate for the paraeducator on medical leave (five (5) days or longer), to notify the Human Resources office well in advance of the member’s medical leave, so that the Board can plan appropriate coverage.

7. **Sick Leave Bank**

The Sick Leave Bank shall be established to assist paraeducators who, as a result of catastrophic illness or injury, have exhausted their accumulated sick leave.

In order to be eligible to participate in withdrawals from the Sick Leave Bank, a paraeducator must meet the following criteria:

a. The paraeducator or immediate family member must have a catastrophic illness or injury, verified by the Sick Leave Committee. The Sick Leave Committee may require medical or other information to facilitate its ability to verify the paraeducator’s or immediate family member’s catastrophic illness or injury.
A catastrophic illness or injury is life threatening or very severe and typically will require an inpatient hospital stay or stay in a residential medical care facility or hospice. A catastrophic illness or injury may occur suddenly without warning or after a period of illness that is long term due to the medical condition and can have serious, long-term effects on the individual.

b. Such illness or injury has caused the paraeducator to exhaust all of his/her accumulated sick leave days.

c. The days donated by each paraeducator will be subtracted from his/her accumulated sick leave.

d. Paraeducators may contribute up to two (2) days annually to the Sick Leave Bank.

e. Days contributed will not be returned to the paraeducator in any form.

f. To be eligible, new paraeducators and paraeducators returning from leave may contribute one (1) or two (2) days immediately upon hiring or returning.

g. In order to apply for the benefits in the Sick Leave Bank, a paraeducator must have contributed at least one (1) day by September 30 of each year. Such contribution is timely until the following September 29.

Procedure:

a. The eligible paraeducator, as determined by the above criteria, must submit a letter to the Sick Leave Committee explaining how he/she meets the eligibility criteria and request permission to draw upon the Sick Leave Bank. The Sick Leave Committee shall consist of three (3) members of the bargaining unit and the Superintendent/designee. The Federation President shall serve ex-officio.

b. The Sick Leave Committee shall, within fifteen (15) school days of receipt of the letter, render a decision as to the use of the Sick Leave Bank days.

c. Sick Leave Bank days may not exceed thirty (30) for any one application. If the paraeducator’s illness or injury extends beyond the number of Sick Leave Bank days granted, he/she may apply for additional days. The cumulative grant of Sick Leave Bank days over the course of a paraeducator’s total employment with the Board shall not exceed ninety (90) Sick Leave Bank days.
d. Unused granted days will be returned to the Sick Leave Bank at the end of the school year. The Sick Leave Bank shall have a minimum of two hundred (200) days in reserve. If the number of days falls below two hundred (200), the provisions of A-4 shall be reapplied.

e. The decisions of the Sick Leave Committee are final and are not subject to the grievance procedure.

f. The Sick Leave Committee shall be responsible for keeping records regarding contributions to and withdrawals from the Sick Leave Bank and shall advise the Superintendent or his/her designee of days contributed by individual staff members.

g. The Superintendent or his/her designee shall adjust records to reflect transfer of days between individual paraeducators and the Sick Leave Bank.

h. The Federation agrees to save the Sick Leave Committee and the Board of Education and all of its members, employees and/or agents harmless from any and all claims, lawsuits, damages, attorneys’ fees and/or liability of any kind arising out of the operation of the Sick Leave Bank.

B. **Jury Duty:** Paraeducators who are required to serve on jury duty will receive full wages during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

C. **Personal Leave:** Each bargaining unit member shall be allowed, subject to the approval of the Superintendent/designee, three (3) days with pay for personal leave with advance notice of 48 hours except in case of emergency. Such requests will be made on forms as provided by the Personnel Department. Such requests shall not unreasonably be denied. A personal day may not be taken before or after a scheduled holiday, break period, or other day in which school is not in session unless it is a case of emergency or there has been advanced approval by the Superintendent/designee.

D. **Leave for Critical Illness and Bereavement:** In the event of critical illness or death occurring in the family (i.e., spouse, child, parent, sibling, or parent of spouse) of any employee, no deduction in wages will be made for absence up to, but not exceeding, five (5) days per year. In the event of death occurring to one to whom an employee owes special respect and whose funeral attendance is expected, time will be allowed for the employee to attend the funeral services, permission to be granted subject to the approval of the Superintendent/designee.

E. Each employee may be allowed up to three (3) days without loss of pay for performance of religious obligations.
F. **Professional Leave:** Each employee may be permitted attendance at recognized educational meetings. The arrangements for such meetings must be made in advance, and the completed plans approved by the Superintendent.

G. **Leaves Without Pay:**

1. Leaves of absence without pay may be granted for the following reasons:
   a. for the purpose of further study
   b. for health reasons, upon advice of physician
   c. childrearing
   d. for other valid reasons subject to the review and recommendation of the Central Office.

2. Application for such leaves of absence must be made in writing to the Superintendent/designee. Any request for a leave of absence submitted after May 1 may not be approved by the Board of Education.

3. It is expected that, as far as possible, leaves will be so arranged to begin at the close of a school term.

**ARTICLE VI**

**SENIORITY**

A. **Job Vacancies:** Announcement of vacancies in existing bargaining unit positions or openings in newly created jobs shall be made when they occur. The qualifications of the position shall be posted in the announcement for a period of five (5) days. Outside notification for vacant part-time or full-time positions may occur concurrently with the posting to bargaining unit members. However, first consideration shall be given to qualified internal applicants.

Notification of vacancies shall be provided as follows:

1. Each member shall have access to a mailbox and school district email accounts.

2. All vacancies and new positions are sent electronically to all members via the job bulletin and posted in the staff lounge of each school. The application is sent with the bulletin. All members must complete an application for each job in which they are applying. Positions that remain unfilled after the closing date
shall be reposted internally and externally with the original job number until the position is filled.

3. The president of Local #3175 shall receive a list by October 1 of each school year of all positions covered under this collective bargaining agreement. In addition, the president(s) shall be notified immediately of all vacancies, newly created positions accompanied by job posting and qualification requirements), and changes as they occur; such notification requirement to include time-reporting positions. Employees are responsible for sending copies of the application to Human Resources, Principal/Supervisor and Union President.

4. When a member is offered a position, the member shall not be permitted to apply for another position until the end of the current school year.

5. Employees who are displaced due to elimination of a position or layoff and who are appointed to an open position will be permitted to apply for and accept only one other position for the remainder of that school year. If an employee applies for such a position but refuses an offer of appointment to that position, the employee shall not be permitted to apply for any other positions for the remainder of that school year.

B. Eliminations/Layoffs/Recall:

The Board shall meet and confer with the officers of the MFP regarding any position elimination seven (7) days prior to any notices being sent to the affected employees.

1. If an employee’s position is eliminated at any point during the calendar year (not including summer school/camp positions), the employee will have twenty (20) days to secure an open position through the application process. If at the end of the twenty (20) day period, the employee has not secured a position through the application process, the employee will be reassigned to an open position in their job title within class or lower by the Administrator and/or Special Education Supervisor in collaboration with the MFP. External candidates will be not considered until all eliminated employees secure a position in the district. If there are no open positions at the end of the twenty (20) day period, an employee must inform Human Resources and the MFP in writing of their intent to exercise their bumping rights. The employee must show that they have applied for open positions before they are allowed to exercise their bumping rights. Bumping will begin with the least senior employee in their job title within class. Then if necessary, the least senior employee in a lower classification would be affected. An employee must be qualified in order to bump into a position. In no case shall an employee be permitted to bump into a position in a higher classification.
Any employee currently in a benefit earning position may bump the least senior employee in a benefit earning position, which is in the same pay grade or lower job classification, for which he/she is qualified. Part-time employees shall have similar bumping rights over other part-time employees as described in this article.

When the bumping process is completed and layoffs become necessary, employees with the least seniority based on date of hire in the bargaining unit within the affected job title within class or lower shall be laid off.

The recall list shall be established and maintained by the Board. Employees shall have recall rights for one year. Should any laid off employee be recalled to a position in the same job title within class, and decline that position, such employee will be removed from the recall list and lose any further recall rights.

Laid off employees shall be rehired in order of their seniority, to open positions in the classification from which they were laid off, or open positions in a lower classification, provided that they are qualified for such positions. No outside applicant shall be hired for an open position while there is a qualified employee with recall rights to the position.

Should an employee be assigned two (2) .5 positions, and one of the positions is affected by conditions as described in this section, they shall have the same rights described herein, in order to secure a full time benefit earning position.

Human Resources shall inform the employee with an eliminated position that they must first consult the vacancy list and apply for any open positions for which they are qualified for prior to initiating any bumping procedures.

Definition: All employees in the bargaining unit shall have seniority in accordance with their most recent date of hire.

Paraeducators presently working on a part-time basis (less than 17 1/2 hours per week) shall be given preference for full time vacancies for which they are qualified.

Before additional part-time paraeducators are hired within a building, the part-time assignments shall be offered to those paraeducators within the same building who are not 1.0 FTE and are qualified, provided that the positions are compatible in a time sense. The purpose of such offering is to complete a full time workweek.

Employees are responsible for sending copies of the “Electronic Application for Internal Position” to Human Resources, Principal/Supervisor and Union President.
G. Involuntary Transfers

1. An involuntary transfer, beyond the initial annual placement, is defined as a change in assignment and/or a change to another building initiated by Administration. When possible, seniority shall be considered as a factor in making involuntary transfer decisions.

2. Involuntary transfers shall be to a comparable position, if possible.

3. Involuntary transfers shall not be effected or announced without a prior personal conference between the member involved and the Superintendent of Schools or a designee, at which time the member shall be notified of the reasons for the transfer. The member shall have the right of Association representation at any meeting regarding the involuntary transfer.

4. Involuntary transfers that are deemed to be arbitrary or capricious shall be subject to the grievance procedure.

5. Members shall normally be notified of an involuntary transfer by June 15, and in no event later than the last day of school, except in an emergency. Emergency is defined as an unforeseen circumstance that requires immediate action, including unanticipated enrollment fluctuations.

ARTICLE VII
PERSONNEL FILES

Official personnel files shall be maintained in accordance with the following procedures:

A. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances, or contributions of a civic nature. All material received from and signed by responsible sources concerning a paraeducator’s conduct, service, or character may be placed in the file. No anonymous letters or materials shall be placed in a paraeducator’s personnel folder. The paraeducator or shall be notified in advance of the placement of any critical material in his/her file and after examining the same shall, for the purpose of identification only, affix his/her signature thereto, reserving the right to respond by addenda affixed to such critical material.

B. A paraeducator shall be given the opportunity to review the contents of his/her file and reasonable requests for review shall not be withheld. The Human Resources Department will arrange a mutually convenient appointment with each paraeducator for a review of his/her file.
C. The paraeducator has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

D. The paraeducator shall be permitted to copy materials in his/her file.

**ARTICLE VIII**

**GRIEVANCE PROCEDURE**

A. **Definition:**

Class 1  A grievance shall mean a complaint by a paraeducator that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement.

Class 2  A grievance shall mean a complaint by a grievant that he/she has been treated unfairly or inequitably.

**NOTE:** As used in this Article, the term "grievant" shall mean (a) an individual paraeducator, (b) a group of paraeducators having the same grievance, or (c) the MFP.

B. **Procedures:**

1. A grievant, accompanied by an MFP representative if grievant desires, shall first discuss the problem with the school official serving as his/her immediate superior (coordinator, supervisor, or principal). If the matter is not resolved to the grievant's satisfaction within fifteen (15) days the grievant shall submit it in writing within fifteen (15) days thereafter to such immediate superior above for a satisfactory adjustment. The written grievance statement shall include a statement of facts, the specific article of the agreement violated (where applicable), and the remedy sought. Such immediate superior may request a meeting with the grievant and an MFP representative prior to making a decision, but in any event must render his/her decision in writing, with copies to the grievant and to the MFP within fifteen (15) days of the submission to his/her immediate supervisor by the grievant.

2. Failing satisfactory settlement within such time the grievant may, within fifteen (15) days, appeal in writing to the Superintendent or a designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based on the first step above and the grounds upon which the appeal is based.
3. The Superintendent and/or a representative shall meet with the grievant, and an MFP representative, if grievant desires, within fifteen (15) days of the receipt of such appeal, and shall give a decision in writing to the grievant and to the MFP within fifteen (15) days of the receipt of such meeting.

4. If the aggrieved person is not satisfied with the disposition of his/her grievance by the Superintendent/designee, he/she may submit the grievance to the Board of Education. Such submission must be in writing and received by the Board within fifteen (15) days from the date of the decision of the Superintendent/designee. The Board of Education will hear the grievance within fifteen (15) days after receiving the written grievance and will render a written decision within fifteen (15) days.

C. Arbitration:

NOTE: Only Class I grievances may be taken to arbitration.

1. The MFP shall have the right to take to arbitration any Class I grievance not settled satisfactorily at the Board level. In order to proceed to arbitration regarding a grievance, the MFP must notify the Superintendent/designee of the MFP’s intention to proceed to arbitration, in writing, no later than fifteen (15) days after the Board’s decision regarding the grievance.

The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration (SBMA) or the American Arbitration Association (AAA) to hear the grievance. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Union, in writing, within ten (10) days of receipt of the Union’s written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the AAA to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee.

The parties shall be bound by the rules and procedures of the AAA or SBMA, as applicable. The arbitrator shall be bound by the provisions set forth in this Agreement, and shall have no authority to add to, delete from or modify the provisions of this Agreement.

The parties shall share the filing fee of the applicable arbitration agency equally. In the event that the Board exercises its right to have a grievance processed through the AAA, the Board shall pay the arbitrator’s per diem fees.
D. General Provisions

1. No grievance may be filed more than twenty (20) days after the occurrence or knowledge of the occurrence whichever is later.

2. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the grievant of the decision rendered. The time limits specified at any step may be extended in any particular instance by written agreement between the Superintendent/designee and the MFP.

3. 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 and to be heard. When such meetings are held during the school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of this section are defined as the grievant, his/her MFP representative and witnesses.

4. Grievances arising from the action of an official other than the coordinator, supervisor or principal may be initiated with the Superintendent or a designated representative as set forth in B. 2 above.

5. The MFP shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of the procedure.

6. The MFP’s representatives may be permitted, when otherwise free from duty assignment insofar as they do not interfere with normal classroom procedure or work of others, to investigate matters which relate to the terms and conditions of the Agreement. The MFP will inform the Superintendent/designee of the names of MFP representatives who will handle this responsibility and these representatives will obtain prior permission to leave their workstation from the Superintendent/designee.

ARTICLE IX
MFP RIGHTS

Deduction of Dues:

The Board agrees to deduct union dues from the pay of all its employees who voluntarily authorize such deductions. All monies deducted in accordance with this Article shall be
forwarded to the MFP monthly. Upon payment thereof to the MFP, the Board shall be held free and harmless from any liability in handling such MFP dues and may require a release from the MFP.

The provisions set forth in the preceding paragraph shall apply to employees in the bargaining unit unless the United States Supreme Court rules that such provisions are unconstitutional and/or unenforceable.

Copies of Agreement:

The Board agrees to provide all bargaining unit employees with electronic access to the collective bargaining agreement.

Bulletin Board:

Space will be provided on staff bulletin boards in each school for paraeducator notices and other communications pertaining to MFP matters.

Release Time:

Union officials shall be granted reasonable leave with pay each year to attend meetings, conferences, conventions, or workshops subject to the prior approval of the Director of Human Resources. The Board shall provide the MFP President with one-half day of leave time every other week for the purpose of carrying out his/her responsibilities as MFP President. Prior to the start of each school year, the Administration shall determine the day of the week on which such leave shall normally be provided for that school year, following consultation with the MFP President. The Administration shall have the right to modify the schedule for such leave time for any given week when the Administration determines that such modification is necessary based on the educational needs of the district for any such week. In no event shall the release time provided under this section interfere with the educational interests of the school district.

ARTICLE X
WAGE SCHEDULE

A. The wage schedules are set forth in Appendix A.

B. All paraeducators shall be responsible for keeping the Human Resources Department informed of their verified college and CEU credits.

C. Service equivalent to ninety (90) days or more during any school year shall be credited as a full year for wages purposes.
D. **Longevity:**

Longevity service increments shall be paid to employees based on their total service with the Board in accordance with the following schedule:

- 10 years - $300
- 15 years - $500

Longevity payments will be added to the regular bi-weekly wages and be part of each payroll. Any paraeducator that qualifies for longevity in the course of a school year or qualifies to move up will begin in the following September.

Employees hired on or after July 1, 2006 shall not be eligible for longevity payments.

E. Paraeducators shall be paid an hourly rate in accordance with the provisions of Appendix A.

F. All employees will be paid by direct deposit.

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**ARTICLE XI**

**FRINGE BENEFITS**

Paraeducators who are regularly scheduled to work at least thirty (30) hours per week will be eligible for the health and dental insurance benefits set forth in this Article. Notwithstanding the foregoing, paraeducators who were eligible for health and dental insurance based on their regularly scheduled hours as of January 1, 2018 will continue to be eligible for health and dental insurance, unless they voluntarily reduce their hours below seventeen and one-half (17.5) hours per week.

A. 1. The HSA Plan shall include the following elements. The HSA Plan shall be the sole plan offered to employees in the bargaining unit.

<table>
<thead>
<tr>
<th>Annual Deductible (individual/aggregate family)</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co-insurance</td>
<td>N/A</td>
<td>20% after deductible up to co-insurance maximum</td>
</tr>
<tr>
<td>Co-insurance Maximum (individual/aggregate family)</td>
<td>N/A</td>
<td>$3,000/$6,000</td>
</tr>
<tr>
<td>Cost Share Maximum (individual/aggregate family)</td>
<td>$5,000/10,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>In-Network</td>
<td>Out-of-Network</td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>Lifetime Maximum</td>
<td>Unlimited</td>
<td></td>
</tr>
<tr>
<td>Preventive Care</td>
<td>Deductible not applicable</td>
<td>20% co-insurance after deductible, subject to co-insurance limits</td>
</tr>
<tr>
<td>Prescription Drug Coverage</td>
<td>Treated as any other medical expense, subject to post-deductible drug co-payments as set forth below.</td>
<td></td>
</tr>
</tbody>
</table>

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of $10/25/40 (retail), and a two times co-payment for mail order.

The Board will contribute the following amounts into each eligible employee’s HSA, as applicable:

Individual Coverage: $1,000
Family Coverage: $2,000

One-half of the Board’s contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board’s contribution will be deposited into the HSA accounts in January. The Board’s contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Board’s contribution toward the funding of the deductible shall relate solely to the manner in which the deductible shall be funded for actively employed individuals. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Health Reimbursement Account: A Health Reimbursement Account (“HRA”) shall be made available for any employee who is precluded from participating in a Health Savings Account (“HSA”) because the employee receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board’s annual HSA contribution for employees enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

Premium Contributions: Eligible employees shall contribute the following premium contributions for the cost of HSA Plan:
<table>
<thead>
<tr>
<th>Effective July 1, 2022</th>
<th>Effective July 1, 2023</th>
<th>Effective July 1, 2024</th>
<th>Effective July 1, 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.5%</td>
<td>17.0%</td>
<td>17.5%</td>
<td>18.0%</td>
</tr>
</tbody>
</table>

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I, or similar statute if amended, the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax, or similar if amended, with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations. During such mid-term negotiations, the parties will reopen the health insurance provisions of Article VI for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

Employees shall be eligible to participate in a Flexible Spending Account for childcare expenses.

2. All employees shall pay for their premium cost shares on a pretax basis through the Section 125 plan established by the Board.

3. Paraeducators regularly scheduled to work at least seventeen and one-half (17.5) hours per week shall be eligible for $15,000 of life insurance (with the Board paying 100% for this insurance) In addition, paraeducators shall be able to purchase additional life insurance coverage in $10,000 increments up to a maximum of $50,000, at the Board’s group rate.

4. Full Service Dental Plan - individual and family plan including the rider for unmarried children. Active employees will be offered dental riders A, B, and C at the Board’s full group cost to the employee.

5. The Board reserves the right to change health insurance plans to a plan that is the same or similar to the plans currently provided, with same or similar being defined as the benefits arrangements provided by an alternative health insurance benefit carrier being such that the size of the network offered must be 80% of that currently offered with similar geographic patterns. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies), except that at least one plan option shall include such out-of-state reciprocal arrangements; claims processing; payment methods and plan documents definitions and language.

If the Union disapproves of any change pursuant to the written statement noted
above, it may submit the issue to arbitration within ten (10) days of receipt of notice from the Superintendent that the Board intends to implement the new plan. Arbitration in accordance with the rules of the American Arbitration Association shall be the exclusive method for deciding the above issue.

B. Each paraeducator will receive copies of all applicable insurance policies and contracts.

C. Bargaining Unit members whose most recent date of hire occurred prior to November 19, 1999 or who had already retired prior to such date, who were eligible under the terms of the Town of Manchester Retirement Plan and receive benefits under that Plan, for Board-provided medical insurance coverage as active employees will be eligible to receive the same prevailing health insurance as active employees and will be required to make the same contribution toward the total cost of those benefits as active employees. The Board shall pay the remainder of the costs. This coverage shall be available only for the retiree and his or her spouse at the time of retirement.

1. Bargaining Unit members hired on or after November 19, 1999 who were eligible for Board-provided medical insurance as active employees and who subsequently retire, shall be eligible to receive the same prevailing health insurance as active employees and will be required to contribute twenty-five (25) percent of the total cost of those benefits, or the applicable contribution made by active employees in the position from which the employee retired, whichever is greater. The Board shall pay the remainder of the costs.

Bargaining Unit members hired on or after July 1, 2006 who were eligible for Board-provided medical insurance as active employees and who subsequently retire, shall be eligible to receive the same prevailing health insurance as active employees and will be required to contribute fifty percent (50%) of the total cost of those benefits, or the applicable contribution made by active employees in the position from which the employee retired, whichever is greater. The Board shall pay the remainder of the costs.

Bargaining unit members hired on or after July 1, 2010, who were eligible for Board-provided medical insurance as active employees and who subsequently retire, shall be eligible to receive the same prevailing health insurance as active employees and will be required to contribute seventy-five percent (75%) of the total cost of those benefits, or the applicable contribution made by active employees in the position from which the employee retired, whichever is greater. The Board shall pay the remainder of the costs.

Bargaining unit members hired on or after November 6, 2014 who were eligible for Board-provided medical insurance as active employees and who subsequently retire, shall be eligible to receive the same prevailing health insurance as active employees and will be required to contribute one hundred
percent (100%) of the total cost of those benefits, or the applicable contribution made by active employees in the position from which the employee retired, whichever is greater.

Bargaining unit members hired on or after July 1, 2018 shall not be eligible to participate in the Board’s health insurance plans upon retirement, except as otherwise required by law.

2. Retirees who are eligible for Medicare Coverage in accordance with this Article must make Medicare their primary insurance on and after attainment of age 65. In addition, these retirees must enroll in the Medicare Supplemental plan offered by the Town of Manchester, as that plan may change from time to time.

3. Retirement, as used herein concerning post-retirement insurance shall mean retirement and receipt of retirement benefits under the Town of Manchester Retirement Plan.

4. Employees shall make their pension contribution with pre-tax dollars, on a wages reduction basis, under section 414 (h) (2) of the Internal Revenue Code. Employees enrolled in the defined benefit plan as of 6/30/2010 shall remain in that plan. Employees hired on/after 7/1/2010 will only be eligible for the defined contribution plan.

5. Retirees shall also receive $4000 of life insurance.

ARTICLE XII
SAVINGS CLAUSE

A. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Federation.

B. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XIII
AMENDMENT TO THIS AGREEMENT

A. This Agreement contains the full and complete agreement between the Board and the MFP on all bargainable issues, except as noted below and neither party shall be
required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement.

B. Negotiations with respect to wages for any new or revised positions within the bargaining unit shall be initiated at the written request of either party.

C. This Agreement may be amended or modified by the mutual agreement of the parties although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof, except as noted in Section B above.

ARTICLE XIV
MISCELLANEOUS

A. The MFP shall be given the use of a meeting place on school grounds at Board cost.

B. The Board shall furnish the MFP with a list of all time-reporting positions, the people who fill those positions, and the places where they work.

C. The MFP President shall have an e-mail address provided to him/her to aid the performance of his/her duties in assisting the Human Resources Department.

ARTICLE XV
DURATION

This Agreement shall be effective on July 1, 2022 and shall continue in force and effect through June 30, 2026. Negotiations for a successor agreement will commence no later than February 1, 2026.

Dated ________________, 2022 at Manchester, Connecticut.

For MFP Local #3175:

____________________________  ________________________
Shalina Monty  Date
President, MFP Local #3175

____________________________  ________________________
Madelyn Brosnihan  Date
Vice President, MFP Local #3175
For the Manchester Board of Education

Matthew Geary
Superintendent of Schools

Date
APPENDIX A

Paraeducator Wage Schedule

The Job titles and corresponding Wages Grades for Paraeducators shall be as follows:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Wages Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library Paraeducator</td>
<td>Class II</td>
</tr>
<tr>
<td>Head Start Family Advocate, Head Start Paraeducator</td>
<td>Class II</td>
</tr>
<tr>
<td>Building/Floating</td>
<td>Class III</td>
</tr>
<tr>
<td>Classroom Paraeducator (to include Special Education, Regular Education and 504)</td>
<td>Class III</td>
</tr>
<tr>
<td>Speech/Language Paraeducators</td>
<td>Class III</td>
</tr>
</tbody>
</table>

At the time of hire, the Superintendent/designee shall place any new employee on the proper step on the wage schedule in accordance with the employee’s qualifications and experience, as determined by the Superintendent/designee.

<table>
<thead>
<tr>
<th>Year</th>
<th>Step Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021-22</td>
<td>1  2  3  4  4A*  5*</td>
</tr>
<tr>
<td>2022-23</td>
<td>2  4  5  6  8  9</td>
</tr>
</tbody>
</table>

Effective July 1, 2022, employees will be placed on the restructured wage schedule in accordance with the table below:

<table>
<thead>
<tr>
<th>Wages Grade</th>
<th>2022-2023</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Step 1</td>
</tr>
<tr>
<td>Class II</td>
<td>$18.65</td>
</tr>
<tr>
<td>Class III</td>
<td>$16.27</td>
</tr>
</tbody>
</table>

Effective July 1, 2023, eligible employees shall move up one step on the schedule.

<table>
<thead>
<tr>
<th>Wages Grade</th>
<th>2023-2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Step 1</td>
</tr>
<tr>
<td>Class II</td>
<td>$19.02</td>
</tr>
<tr>
<td>Class III</td>
<td>$16.60</td>
</tr>
</tbody>
</table>

*Note: As noted on page 5 of the wage cost-out in the parties’ signed tentative agreement, for 2021-22, Step 4A is labeled as Step 5 and Step 5 is labeled as Step 6 on the wage cost-out.
Effective July 1, 2024, eligible employees shall move up one step on the schedule.

<table>
<thead>
<tr>
<th></th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class II</td>
<td>$19.40</td>
<td>$20.18</td>
<td>$20.97</td>
<td>$21.87</td>
<td>$22.83</td>
<td>$23.79</td>
<td>$24.81</td>
<td>$25.89</td>
<td></td>
</tr>
<tr>
<td>Class III</td>
<td>$16.93</td>
<td>$17.65</td>
<td>$18.45</td>
<td>$19.27</td>
<td>$20.13</td>
<td>$20.99</td>
<td>$21.91</td>
<td>$22.89</td>
<td></td>
</tr>
</tbody>
</table>

Effective July 1, 2025 eligible employees shall move up one step on the schedule.

<table>
<thead>
<tr>
<th></th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class III</td>
<td>$17.27</td>
<td>$18.00</td>
<td>$18.82</td>
<td>$19.65</td>
<td>$20.53</td>
<td>$21.41</td>
<td>$22.35</td>
<td>$23.34</td>
<td></td>
</tr>
</tbody>
</table>

Personal Care Differential

Employees who assist students who need regular, daily assistance with feeding and/or toileting as a result of the students’ physical or cognitive needs (and not based on their age) will be paid a personal care differential equal to five percent (5%) of their regular hourly wage rate for each full work day that they are assigned to assist such students. The personal care differential shall be paid only when an employee is at work and performing the duties described in this section. If an employee is absent from work for any reason, the employee shall not be eligible for the personal care differential during the period of absence. If an employee fills in for an absent employee in performing such responsibilities for one (1) full work day or more, the employee filling in will receive the personal care differential for the time period in which the employee performs such responsibilities.
APPENDIX B
CREDITS OR TUITION REIMBURSEMENT

Employees who are receiving payments under Section A below as of July 1, 2022 may elect, on a one-time basis, to continue receiving payments under Section A below OR to instead be eligible for the tuition reimbursement provision set forth in Section B below, effective at the beginning of the 2022-23 contract year. Such employees must submit their written elections to the Human Resources Department no later than September 12, 2022. Such employees will not be permitted to change their elections after September 12, 2022. Under no circumstances will an employee be eligible for payments under both Section A and Section B.

Any employee not receiving payments under Section A below as of July 1, 2022 shall not be eligible for payments under Section A at any time. Such employees will instead be eligible for the tuition reimbursement provision set forth in Section B below.

A. Payment for Credits

Forty-five (45) classroom hours equals one semester class of three (3) hours, i.e. one college semester hour equals fifteen (15) actual contact hours. Credit shall be given for non-traditional college work at an accredited institution.

<table>
<thead>
<tr>
<th>Credits</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 - 11</td>
<td>(+1) $100.00</td>
</tr>
<tr>
<td>12 - 23</td>
<td>(+2) 150.00</td>
</tr>
<tr>
<td>24 - 35</td>
<td>(+3) 200.00</td>
</tr>
<tr>
<td>36 - 41</td>
<td>(+4) 250.00</td>
</tr>
<tr>
<td>42 - 59</td>
<td>(+5) 300.00</td>
</tr>
<tr>
<td>60 - over</td>
<td>(+6) 350.00</td>
</tr>
</tbody>
</table>

Wage increases for college credits earned during the school year will be prorated.

Paraeducators shall receive one half CEU (Continuing Education Unit) for each one hour or part thereof for each in-service program or workshop either offered by or approved by the Manchester Board of Education. Upon verification of earning 2.5 CEUs, a paraeducator shall advance as follows:

<table>
<thead>
<tr>
<th>Number of CEUs</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5</td>
<td>(+1) $100.00</td>
</tr>
<tr>
<td>5.0</td>
<td>(+2) $150.00</td>
</tr>
<tr>
<td>7.5</td>
<td>(+3) $200.00</td>
</tr>
<tr>
<td>10.00</td>
<td>(+4) $250.00</td>
</tr>
<tr>
<td>12.50</td>
<td>(+5) $300.00</td>
</tr>
</tbody>
</table>
If the professional development meets established CEU criteria, CEU’s shall be offered and earned for attending the mandatory professional development day(s) every year. These specific CEU’s for mandatory PD days shall not count towards credit on the scale above.

The staff development days already committed shall not be included. Step advancement shall be limited to no more than one (1) per year. Credits earned in one year can be used for advancement the following year. CEU dollars are added to the yearly wages and are not cumulative (i.e. someone reaching Step 5 will have added $300 per year not a cumulative total of dollars earned up to that point). Step advancement can only be given for the beginning of a school year and any CEU’s earned during a year apply to the following school year for wage increase purposes.

B. Tuition Reimbursement

Employees may make application to the Board of Education for reimbursement of 85% tuition cost and lab fees of courses taken to improve their job-related skills or to learn new job-related skills provided that the employee earns a passing grade, up to a maximum reimbursement of Two Thousand Five Hundred Dollars ($2,500) per employee per fiscal year. These courses must have prior approval of the Administration. Such reimbursement shall be subject to applicable IRS rules and regulations.
TO:  Sponsors of the National School Lunch Program

FROM:  John D. Frassinelli, Division Director
        School Health, Nutrition, Family Services and Adult Education

DATE:  February 15, 2022

SUBJECT:  Operational Memorandum No. 05-22
        Requirements for Submitting the Healthy Food Certification (HFC) Statement for
        School Year 2022-23

The Healthy Food Certification (HFC) statute (C.G.S. Section 10-215f) requires that each local
board of education or governing authority (BOE) for public schools1 participating in the National
School Lunch Program (NSLP) each year must certify whether all food items sold to students
(separately from reimbursable meals) will or will not meet the Connecticut Nutrition Standards
(CNS). This memo provides the required BOE motion language and instructions for the HFC
application process for school year (SY) 2022-23.

HFC Eligibility Requirements for BOEs opting to implement HFC
The BOE must complete a vote on the required motion language in this memo by July 1, 2022, or
the BOE will not be eligible for HFC during SY 2022-23 (July 1, 2022, through June 30, 2023). Each
BOE must choose one of the two options below to satisfy this requirement and be eligible for HFC.

- **Option 1:** Using the exact language included in this memo, the BOE conducts three votes:
  1) whether the district will participate in the healthy food option; 2) whether the district will
     allow food exemptions; and 3) whether the district will allow beverage exemptions.

- **Option 2:** Using the exact language included in this memo, the BOE conducts two votes:
  1) whether the district will participate in the healthy food option; and 2) whether the district
     will allow food and beverage exemptions.

Required healthy food option vote for all BOEs
The BOE must vote “yes” or “no” for implementing the healthy food option of C.G.S. Section
10-215f. The motion and board-approved meeting minutes must include the exact language
below:

**Motion language for healthy food option:** Pursuant to C.G.S. Section 10-215f, the board of
education or governing authority certifies that all food items offered for sale to students in the
schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards
published by the Connecticut State Department of Education, will comply with the Connecticut
Nutrition Standards during the period of July 1, 2022, through June 30, 2023. This certification
shall include all food offered for sale to students separately from reimbursable meals at all times
and from all sources, including but not limited to school stores, vending machines, school

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1 Public schools include all public schools, regional educational service centers, the Connecticut Technical Education and Career System (CTECS), charter schools, interdistrict magnet schools, and endowed academies.
cafeterias, culinary programs, and any fundraising activities on school premises sponsored by the school or non-school organizations and groups.

**Required vote for food exemptions for BOEs opting to implement HFC**

If the BOE votes “yes” for implementing the healthy food option, the board-approved meeting minutes and motion must reflect a “yes” or “no” vote on the **exact language below.**

**Motion language for food exemptions:** The board of education or governing authority will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the food sales.

**Note:** If the BOE votes “no” for the healthy food option, a vote on whether to allow food exemptions is **not** required.

**Optional vote for beverage exemptions for all BOEs**

The state beverage requirements (C.G.S. Section 10-221q) apply to all public schools, regardless of whether the district participates in the NSLP or certifies for the healthy food option of HFC. If the BOE does not have a beverage exemption in place, the BOE’s schools can **never** sell noncompliant beverages to students. **If the BOE chooses to allow beverage exemptions,** the motion and board-approved meeting minutes **must include the exact language** below:

**Motion language for beverage exemptions:** The board of education or governing authority will allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the beverage sales.

**Option to combine food and beverage exemptions**

Instead of two separate food and beverage motions, the district may choose to combine food and beverage exemptions into one motion by using the exact language below:

**Motion language for combined food and beverage exemptions:** The board of education or governing authority will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards and beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with
an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food and beverage items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the food and beverage sales.

HFC Application Process for SY 2022-23
All public school sponsors of the NSLP applying for HFC for SY 2022-23 must complete the three steps below to meet the HFC application deadline of July 1, 2022.

1. Schedule the two required votes (healthy food option and food exemptions) at a BOE meeting before June 30, 2022. If the district chooses to allow beverage exemptions, the CSDE recommends that the BOE conduct the vote on beverage exemptions at the same time as the HFC votes.

2. Maintain a copy of the board-approved meeting minutes indicating the results of the HFC votes. Do not submit these minutes until requested (see step 3).

3. **May 2022:** Complete the online HFC application module in the CSDE’s Connecticut Online Application and Claiming System for Child Nutrition Programs (CNP System). Upload the board-approved meeting minutes indicating the results of the HFC votes for the healthy food option and food exemptions (and the vote for beverage exemptions, if applicable). **Note:** The CSDE will notify sponsors when the HFC application module and instructions are available. Do not access the CNP System prior to receiving this notification.

For additional guidance on the HFC application process, review the CSDE’s presentation, Application Procedures for HFC, and visit the “Apply” section of the CSDE’s HFC webpage.

Refer to Appendix A for a list of resources with the requirements that schools must follow to ensure HFC compliance. For questions or additional information, please contact Susan Fiore at 860-807-2075 or susan.fiore@ct.gov or Teri Dandeneau at 860-807-2079 or teri.dandeneau@ct.gov.

JDF:sff

Important: This is a numbered Connecticut State Department of Education (CSDE) operational memorandum that contains important program information. Please read carefully and retain for future reference. All CSDE operational memoranda are posted on the CSDE’s Operational Memoranda for School Nutrition Programs webpage.
Appendix A

This appendix accompanies the Connecticut State Department of Education’s (CSDE) Operational Memorandum No. 05-22: Requirements for Submitting the Healthy Food Certification (HFC) Statement for School Year 2022-23. It includes CSDE resources and websites that provide guidance on meeting the federal and state requirements for foods and beverages in HFC public schools. For a comprehensive list of resources, refer to the CSDE’s document, Resources for Meeting the Federal and State Requirements for Competitive Foods in Schools.

- Allowable Beverages in Connecticut Public Schools
- Beverage Requirements (CSDE webpage)
- Connecticut Nutrition Standards (CSDE webpage)
- Ensuring District Compliance with HFC
- Evaluating Foods for Compliance with the Connecticut Nutrition Standards (“How To” section of CSDE’s Connecticut Nutrition Standards webpage)
- Guidance on Evaluating Recipes for Compliance with the Connecticut Nutrition Standards
- Guide to Competitive Foods in HFC Public Schools
- Healthy Food Certification (CSDE webpage)
- How to Evaluate Foods Made from Scratch for Compliance with the CNS
- How to Evaluate Purchased Foods for Compliance with the CNS
- List of Acceptable Foods and Beverages (CSDE webpage)
- Overview of Connecticut Competitive Foods Regulations
- Presentation: Beverage Requirements for Connecticut Public Schools
- Presentation: Complying with Healthy Food Certification
- Presentation: Connecticut Nutrition Standards
- Presentation: Healthy Food Certification Fundraiser Requirements
- Questions and Answers on Connecticut Statutes for School Food and Beverages
- Requirements for Competitive Foods in HFC Public Schools
- Requirements for Food and Beverage Fundraisers in HFC Public Schools
- Requirements for Foods and Beverages in Culinary Programs in HFC Public Schools
- Requirements for Foods and Beverages in School Stores in HFC Public Schools
- Requirements for Foods and Beverages in Vending Machines in HFC Public Schools
- Summary Chart: Federal and State Requirements for Competitive Foods in HFC Public Schools
- Summary of Connecticut Nutrition Standards