

CONTRACT
BETWEEN
ANSONIA BOARD OF EDUCATION
AND THE
ANSONIA ADMINISTRATORS'
ORGANIZATION

For the Period July 1, 2017 to June 30, 2020

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ARTICLE I RECOGNITION

The Ansonia Board of Education (hereinafter referred to as the "Board") recognizes the Ansonia Administrators' Organization (hereinafter referred to as the "A.A.O.") as the exclusive bargaining representative for all certified professional employees of the Board who are employed in the positions requiring an intermediate administrator or supervisor certificate, or the equivalents thereof, and who are not excluded from the purview of §§ 10-153a to 10-153g, inclusive.

ARTICLE II PAYROLL DEDUCTIONS

The Board agrees to deduct from the salary of its Administrators due for professional organizations as said Administrators individually and voluntarily authorize the Board to deduct and to transmit the monies within ten (10) days to the organization.

Administrators may individually and voluntarily authorize deductions to Wepawaug Credit Union and/or United States Savings Bonds during any month of the school year. Said deductions shall be authorized in writing on or before the 10th day of each month, each said deduction to be effective upon the first paycheck of the following month. The Board will transmit such deductions to the appropriate agency within ten (10) days of the deduction.

Administrators shall be eligible to participate in any tax-sheltered annuity plan upon proper application.

The A.A.O. shall indemnify and save the Board harmless against all claims, demands, suits or other forms of liability which may arise out of the deduction or transmission of any sums pursuant to this Article.

ARTICLE III LEAVE PROVISIONS

A. Sick Leave

Each Administrator shall be entitled to eighteen (18) sick leave days each year, accumulative to 200 days; provided, however, members hired on or after July 1, 2011 shall be entitled to 15 sick leave days per year. Each Administrator shall be entitled to use a maximum of ten (10) days of sick leave in any contract year for illness in the immediate family (spouse, children, parents and family members residing in household), which requires the presence of the Administrator.

B. Bereavement Leave

Each Administrator shall be entitled to bereavement leave of up to five (5) days upon each occurrence of a death in the immediate family (spouse, child, father, mother, sister or brother), chargeable to sick leave.

C. Paid Time Off ("PTO")

Each Administrator shall be entitled to five (5) PTO days per years, three (3) of which no reason is required. Should an Administrator not use his/her three (3) "no reason days", and said Administrator has not accumulated the maximum of 200 days of sick leave, any unused "no reason days" will be rolled- over into the Administrator's annual sick leave bank. However, should an Administrator attain the maximum accumulated sick leave of 200 days and not use all of his/her "no reason days", such "no reason days" will be non-cumulative and shall be forfeited. In addition to the three (3) "no reason days", each Administrator shall be entitled to two (2) additional PTO days per year for the following reasons within the limits stated below. Such additional two (2) days are non-cumulative from one contract year to then next.

1. Family funeral attendance.....1 day each time
2. Friend funeral attendance.....1 day each time (limit of 2 days per year)
3. Immediate family wedding.....1 day each time
4. Immediate family graduation.....1 day each time
5. Immediate family religious ceremony.....1 day each time
(Ordination, Vows, Bar-Mitzvah, Bahs-Mitzvah,
First Communion and Baptism)
6. Official delegate to National Veterans Organization.....1 day per year
7. Official delegate (President and/or Business)1 day per year
8. Official delegate (other than President and/or
Business Agent)-limit 2-to National or
State Administrators' Organization.....1 day per year
9. Mandated religious observance.....2 days per year
10. Necessary personal business.....2 days per year

Necessary personal business shall not include (without limitation):

- a. marriage attendance or participation;
- b. day following marriage or wedding trip;
- c. attendance or participation in sporting or recreation event;
- d. any religious observance;
- e. travel associated with any provision in paragraphs one through ten of this article.

D. Extended Sick Leave

Based on the total leave available as of the first day of school, an Administrator hired prior to July 1, 2017, who has exhausted his/her leave shall be granted extended sick leave as follows:

- 5 to 10 years in teaching profession,
a salary deduction of 65% of 1/200th of the Administrator's annual salary shall be made for each excess absent day up to the number of accumulative days at the end of the previous school year,
- 11 to 20 years in teaching profession,
a salary deduction of 55% of 1/200th of the Administrator's annual salary shall be made for each excess absent up to the number of accumulative days at the end of the previous school year,
- 21 to 30 years in teaching profession,
a salary deduction of 45% of 1/200th of the Administrator's annual salary shall be made for each excess absent up to the number of accumulative days at the end of the previous school year,
- 31 or more in teaching profession,
a salary deduction of 30% of 1/200th of the Administrator's annual salary shall be made for each excess absent up to the number of accumulative days at the end of the previous school year,

provided that the Superintendent, the Board President and the A.A.O. President shall determine by majority vote that the Administrator has a satisfactory attendance record.

Each Administrator shall make all reasonable efforts to plan and conduct such personal business so that it does not conflict with assigned professional duties. Each Administrator must inform the Superintendent in writing on the form developed by the Superintendent and approved by the A.A.O. when sick leave and personal leave have been taken.

No paid leave shall be used for absences due to religious holidays in excess of three (3) days per year.

The Board may require satisfactory proof of illness after an Administrator is absent for four (4) consecutive school days on account of illness.

A salary reduction equal to the Administrator's per diem salary shall be made for each day of absence in excess of authorized paid leave. Such salary reduction shall be without prejudice to the Board's right to take action in the case of unauthorized leave.

Any travel by an Administrator, conducted in connection with and/or at the time of any school holiday, vacation, school commencement in September or school termination in June, shall be arranged, where possible in advance, so as not to conflict with the assigned or required professional duties.

E. Sabbatical Leave

For the purpose of encouraging professional growth and improvement of the local school program through such group, the Board may determine annually the number of Administrators who may be absent on sabbatical leave, subject to the following conditions:

1. Request for sabbatical leave shall be filed with the Superintendent of Schools not later than February 15, to become effective in the following September.
2. The applicant shall have completed at leave six (6) consecutive full school years of service to the Ansonia School System since his/her last prior sabbatical leave.
3. Sabbatical leave may be granted only for an approved scholarly program, travel, or research, contributing to the Ansonica School System as determined by the Board. A sabbatical leave shall not be granted in order to enable the Administrator to complete State Certification requirements for Master's degree or thirty credits after Bachelor's degree.
4. An Administrator on sabbatical leave shall receive one-half his/her regular salary, to be paid on the same basis as payments to other staff members, provided only that such salary payments when added to any other grants from other sources, shall not exceed the Administrator's full annual salary rate.
5. As a further condition of receiving sabbatical benefits, the successful candidate shall execute a promissory note payable to the Board in an amount equal to the benefits paid during sabbatical, which shall be discharged either by cash repayment to the Board or by returning to the Ansonia School System for a period of two (2) years. Fifty percent (50%) of said promissory note shall be discharged after one (1) year of return with the remainder discharged after completion of two (2) years of service following sabbatical leave. No repayment shall be required if the employee's contract of employment is involuntarily terminated by the Board or if the employee's return is prevented by death or disability. Said promissory note shall not bear interest, except that

interest shall be charged at the then statutory rate commencing on the date of default.

6. Nothing herein shall explicitly require the Board to grant any sabbatical leave request(s) during the life of this Contract.

F. Maternity and Childbirth Leave

1. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disabilities" shall be interpreted as being within the meaning of the term "sick" as used in §10-156 of the Connecticut General Statutes.)
2. Cumulative sick leave shall be used during the period of such disability.
3. Unpaid disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female Administrator is determined by her physician or by a physician retained by the Board to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. Any female Administrator taking pregnancy and childbirth leave shall upon request, submit to an examination by a physician retained by the Board for the purpose of making such determination.
4. Policies involving commencement and duration of leave, availability of extension, accrual of seniority and other benefits and privileges protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth in the same terms and conditions as they are applied to other temporary disabilities.

G. Childrearing Leave

1. Any Administrator shall be entitled, upon written request submitted to the Superintendent, to an extended leave without pay or benefits, except as required by law, for purposes of childrearing apart from any period of pregnancy and childbirth leave as set forth above. Such written notice shall be submitted prior to any taking of pregnancy and childbirth leave as set forth above.
2. The minimum period of such leave shall be the remainder of any school year in which any leave is taken pursuant to pregnancy and childbirth leave as set forth above or childrearing leave, whichever shall occur

first. Childrearing leave of absence shall automatically end three (3) years after its commencement.

3. The Administrator shall give the Superintendent written notice of his/her voluntary termination of such leave at least ninety (90) days in advance of such termination. Upon voluntary termination of such leave, the Administrator shall return to the first vacant administrative position for which she is qualified and certified.
4. An Administrator on maternity leave shall indicate her intentions to return to her administrative position no later than April 15 before the September date of leave termination.
5. An Administrator returning from maternity leave will retain the seniority held at the time the leave became effective.

H. Family and Medical Leave shall be made available in accordance with Federal Law.

ARTICLE IV CONDITIONS OF EMPLOYMENT

A. Work Year

The work year of all Administrators, except the Dean of Student Affairs, shall be 215 days, as per the following schedule:

School/professional days	185
Days before school begins	20
Days after school ends	5
Days during when school is not in session	5 during 2017-20

The Dean of Student Affairs shall have a work year consisting of the Teacher work year (currently 185 days), plus the 5 workdays immediately before and after the Teacher work year.

Individual Administrators may modify their work schedule (but not their work year) by mutual agreement with the Superintendent. The Superintendent may modify the work schedule of individual Administrators upon reasonable notice (without any increase or decrease in the work year).

B. Additional Work Year

Time required by the Superintendent in addition to the schedule outlined above will be compensated on a per diem basis with the approval of the Board and notification to the President of the A.A.O.

ARTICLE V SALARIES

A. Salary Categories

(Listed from highest to lowest salary categories)

Salary Schedule	2017-18	2018-19	2019-20
G.W.I.	MIXED	2.0%	2.0%
CATEGORY I High School Principal	\$144,000	\$146,880	\$149,818
CATEGORY II Director of Special Education	\$132,000	\$134,640	\$137,333
CATEGORY III Elementary and Middle School Principals and High School Assistant Principal	\$129,000	\$131,580	\$134,212
CATEGORY IV Elementary and Middle School Assistant Principals and Content Curriculum Coordinators	\$120,000	\$122,400	\$124,848
CATEGORY V Director of The Alternate Program and Student Affairs	\$116,000	\$118,320	\$120,686
CATEGORY VI Dean of Student Affairs	\$86,000	\$87,720	\$89,474

The Board may, at its discretion, determine the entry level salary of any Administrator without prior administrative experience in Ansonia in an amount up to fifteen (15%) percent less than the base salary for the first year and up to ten (10%) percent less than the base salary for the second year. All Administrators shall be placed on the base salary column at the beginning of the third year of employment.

B. Administrators who have the responsibility of a position listed below requiring time beyond their regular administrative position responsibilities, shall be compensated annually as part of their regular salary and therefore eligible for qualifying under the TRB:

	2017-18	2018-19	2019-20
1. ELL Coordinator	\$1,000	\$2,000	\$3,000
2. Athletic Director	\$21,432.80	\$21,432.80	\$21,432.80

C. Longevity Stipend

Longevity payments will be added to the salary of each qualifying Administrator according to the schedule below:

20 years' service to the Ansonia School System - \$750

ARTICLE VI PERSONNEL FILES

- A. Administrators shall have the right, during regular office hours, to inspect their own completed personnel files and to make a copy and to answer anything therein. However, Administrators shall not have the right to remove the file or any of its contents from the Administration Office.
- B. The Board agrees to continue its policy of treating these personnel files with the highest degree of confidentiality permitted by law. Administrator personnel files shall be disclosed only to those parties who have lawful access to such files.
- C. Files may be updated at the request of the Administrator with the agreement of the Superintendent.
- D. No matter pertaining to a grievance shall be included in any Administrator's personnel file unless requested by the Administrator.
- E. The Administrator shall be notified when new material is placed in his/her personnel file unless such material is included at the Administrator's request.

ARTICLE VII SENIORITY PROVISION

Seniority Provision - Elimination of Position

- A. If the Board proposes to eliminate, for any reason, the position of an Administrator, the following procedure shall be followed:
 - 1. Said Administrator and the President of the A.A.O. shall be notified in writing within ten (10) days after the Board has voted to eliminate said position.

2. For the purposes of this section of the Agreement, the following six categories of Administrators will be established:

Category I -	High School Principal
Category II	Director of Special Education
Category III	Elementary Principal Middle School Principal High School Assistant Principal
Category IV -	Elementary Assistant Principal Middle School Assistant Principal Curriculum Coordinator
Category V -	Director of The Alternate Program and Student Affairs
Category VI	Dean of Student Affairs

3. Seniority shall be determined by length of service as an Administrator in the Ansonia Public Schools. Seniority is broken only by resignation, discharge or assignment to or acceptance of a position outside the bargaining unit.
4. In the case of the elimination of a position and any subsequent displacement caused by such elimination, no Administrator shall be permitted to bump into a position for which he/she is not certified and qualified. No Administrator shall be permitted to bump into a principal position unless he/she has at least one full year of prior successful experience as a principal in the Ansonia School District; nor shall any Administrator be permitted to bump into a promotional position.
5. If an Administrator has his/her job eliminated for any reason, or if he/she is displaced by another Administrator with more seniority, the following process will take place.
- a. If the Administrator's job is listed in Category I or II, said Administrator shall be assigned to the position of the Administrator with the least seniority in the highest category for which the displaced Administrator is certified and qualified.

- b. If the Administrator's job is listed in Category III, said Administrator shall be assigned to the position of the Administrator with the least seniority in Category III. If no one in Category III has less seniority than said Administrator, he/she will be assigned to the position of the Administrator with the least seniority in the highest category (IV, V and VI) for which the displaced Administrator is certified and qualified.
 - c. If the Administrator's job is listed in Category IV, said Administrator shall be assigned to the position of the Administrator with the least seniority in Category IV. If no one in Category IV has less seniority than said Administrator, he/she will be assigned to the position of the Administrator with the least seniority in the highest category (V and VI) for which the displaced Administrator is certified and qualified.
 - d. If the Administrator's job is listed in Category V, said Administrator shall be assigned to the position of the Administrator with the least seniority of any less senior Administrators in Category V, if such a position exists. If no one in Category V has less seniority than said Administrator, he/she will be assigned to the position of the Administrator with the least seniority in Category VI, if the displaced Administrator is certified and qualified to hold such position and has more seniority than the Administrator in such position. Otherwise, said Administrator will be eligible to bump into the Ansonia teachers' bargaining unit, under the then existing terms of the Ansonia Teachers' collective bargaining agreement.
 - e. If the Administrator's job is listed in Category VI, said Administrator shall be assigned to the position of the Administrator with the least seniority of any less senior Administrators in Category VI, if such position exists. If no one in Category VI has less seniority than said Administrator, he/she will be eligible to bump into the Ansonia teachers' bargaining unit, under the then existing terms of the Ansonia Teachers' collective bargaining agreement.
6. In the event an administrator is displaced to an administrative category with a salary lower than that which the displaced administrator was paid in the year of displacement, such administrator's salary shall be maintained at the salary rate earned in the year of displacement until the sooner of one (1) year or when the

salary for the new position on the salary schedule shall be equal to or exceeds the amount earned in the year of displacement.

7. If the original position which was eliminated as referred to in Section A herein is reinstated within eighteen (18) calendar months from the date of notification by the Board as provided in Section A.1 herein, at the option of the Administrator said Administrator shall be reinstated into said position by said Board.
8. The Administrator whose position is eliminated and for which no other position is available in accordance with this Agreement shall be offered a teaching position, if any there be, in accordance with the reduction in force provisions of the Ansonia Teachers' collective bargaining agreement. The Administrator must accept the first bona fide offer of the Board or forfeit the protections of this Agreement.
9. Seniority shall have no effect on Administrator transfers.

ARTICLE VIII ADMINISTRATOR PROTECTION

If an Administrator is absent from school as a result of physical injury caused by an assault which is incurred in the course of the Administrator's employment or is caused by such employment, the Administrator shall be paid his/her full salary (less any Workers' Compensation awards attributable to salary) during such absence, which absence shall not be charged to the Administrator's annual or accumulated sick leave; provided that the Board may require the Administrator to submit to an Independent Medical Examination for the purpose of determining whether the absence is warranted by the extent and nature of the injury and in this event, the Independent Medical Examiner's decision shall be binding upon the Board and the Administrator.

ARTICLE IX GENERAL

A. Copies of the Board's Minutes and Agenda

Copies of the Board's minutes shall be provided to the President of the A.A.O. as soon as they are available.

Copies of the agenda of the Board's meetings shall be sent to the President of the A.A.O. at the same time that they are sent to the Board members

B. Copies of Agreement

The Board agreed to furnish a copy of this Agreement to each Administrator. The President of the A.A.O. shall distribute the copies.

C. Administrator's Directory

As early in the school year as possible, each Administrator will be provided with a manual giving the names and addresses of all members of the staff.

D. Accumulated Leave Statement

Each Administrator will be provided in October with a statement of his/her accumulated leave. Failure by the Administrator to file a written complaint of the statement of accumulated leave to the Superintendent within thirty (30) days of receipt shall result in a conclusive presumption that the statement is complete and accurate.

E. Available Information

There shall be made available to the A.A.O. upon its request any and all public information, statistics and records, which the Organization may deem to be relevant or necessary for the proper enforcement and implementation of the terms of this Agreement.

F. No Strike Provision

The A.A.O. agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any professional staff member during the period of this Agreement or any extension thereof.

G. Management Rights

1. The Board reserves and retains, solely and exclusively, all its rights, expressed or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement, except as may have been modified herein. The Organization agrees that the functions and rights of management belong solely to the Board and that the Organization will not interfere with the Board's exercise of these rights and functions.

a. Enumerated Rights

The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel, manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation, provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary

and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes, decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers and other Board employees required to promote the efficient operation of the school system; distribute work to Board employees in accordance with the job content and job requirements determined by the Board; establish assignments for teachers and other Board personnel; transfer teachers and other Board personnel; determine the procedures for promotion of teachers and other Board personnel; create, enforce, and from time to time change rules and regulations concerning discipline and safety of teachers and other Board personnel; discipline, suspend or discharge teachers and other Board personnel; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

b. Unenumerated Rights

The listing of specific rights in subsection (A) of this section is not intended to be inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

3. The Board shall not, however, exercise any of its authority so as to contravene a specific provision of this Agreement.

ARTICLE X INSURANCE BENEFITS

- A. The Board will pay its share of the cost of individual, dependent and family health and dental insurance coverage in the following plan on behalf of all full-time Administrators.

The following insurance coverage will be made available to each eligible Administrator:

1. The Anthem High Deductible Health Plan ("HDHP") with Health Savings Account ("HSA") Plan ("HDHP/HSA") for Administrators and their dependents.

- a. The Board will provide a HDHP/HSA which shall have a shared annual deductible of \$2,000 individual and \$4,000 family for in-network and out of network services. Once the deductible is met, the plan will pay 100% for in-network services. Out-of-network services shall be subject to an 80%/20% coinsurance to a coinsurance maximum of \$3,000 for individual coverage and \$6,000 for aggregate family coverage. The shared in-network and out-of-network out-of-pocket annual maximum shall be \$5,000 for individual coverage and \$10,000 for aggregate family coverage. Prescription co-pays of \$5 for generic drugs, \$35 for listed brand name drugs, and \$45 for non-listed brand name drugs made after the annual deductible is satisfied will count towards the out-of-pocket maximum.

- b. A HSA shall be established by the Board for each eligible Administrator who elects the HDHP/HSA option. The Board shall contribute by direct deposit to the Administrator's HSA a portion of the in-network annual deductible based on the following percentages and schedules:

2017-18	50%	full amount paid in July
2018-19	50%	½ paid in July and ½ paid in January
2019-20	50%	½ paid in July and ½ paid in January

- c. The plan year for the HDHP/HSA option shall be July 1st through June 30th.

- d. Under the Plan when a generic equivalent is available and Administrators obtain a listed or non-listed brand name drug, they will be responsible for the applicable co-payment plus the difference in cost between the generic and brand name drug. This provision applies regardless of whether the physician indicates *dispense as written* or *no substitution* on the prescription, unless the physician obtains Prior Authorization. When Prior Authorization is obtained, Administrators will be responsible only for the applicable brand name co-payment.

Prescription benefits are limited to no more than a thirty (30) day supply for covered drugs purchased at a retail pharmacy, and no more than a ninety (90) day supply for covered drugs purchased by mail order. There may be concurrent review for manufacturer's dosage limits and drug interactions.

Prescriptions may be filled up to 30 days with one co-payment at retail or a 31 to 90-day supply with two co-payments by mail order. Experimental drugs for cancer treatment undergoing clinical trials are covered, while other drugs require FDA approval.

e. Section 125 Plan - Payments for premium costs for the Plan shall be made through a payroll deduction, which will be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

2. Anthem Dental Insurance.
 3. All Administrators, as a condition of enrollment in the foregoing program of health and dental insurance, shall sign and deliver appropriate payroll withholding authorization forms to the Board, authorizing the withholding of the Administrator's share of insurance premiums from wages, salary and/or stipends. Failure to deliver timely withholding authorization forms shall result in exclusion from the insurance program. Upon receipt of a properly executed payroll withholding authorization form, the Board shall request reinstatement of insurance as soon as practicable, subject to any re-enrollment requirements of the insurance carrier.
 4. All Administrators shall contribute seventeen percent (17%) of in advance of their 2017-18 monthly health and dental insurance premiums, by way of payroll deductions. In 2018-19 such percentage will increase to eighteen percent (18%) and in 2019-20 to nineteen percent (19%).
- B. Life insurance - \$200,000 group term life insurance for the individual Administrator.
- C. Part-time Administrators shall receive prorated health insurance benefits after payment of their required premium share.
- D. **Change of Insurance Carriers**

Should the Board decide to consider a change of carrier or self-insurance, the Board will so inform and consult with the A.A.O. Such consultation shall include mutual exchange and consideration of relevant information.

The Board shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverages set forth above, provided that there shall be no reduction or diminution in the

above coverage to any bargaining unit member, and provided further that coverages which result from change in carriers and/or self-insurance are substantially equal to the then current plan.

The President of the A.A.O. shall be notified in writing at least ninety (90) days in advance of any proposed change in carriers and/or self-insurance and shall have a reasonable opportunity to review the proposed changes. Should the A.A.O. and the Board disagree that the changes proposed will provide coverages at least equal to the coverages, benefits and administration described above at no additional cost to staff members, the disagreements shall be subject to the grievance procedure as set forth in this agreement by moving directly to arbitration as described at Article XIII, Section D hereof. Any such arbitration request shall be made in writing within sixty (60) days from mailing (or delivery) of the Board's notice of its proposed change in insurance carriers. No such change shall be implemented until an arbitration award is issued, unless agreed upon by the A.A.O. and the Board.

E. Waiver of Insurance

Administrators who participated in one of the health insurance plans offered by the Board from the start of the 2004/05 school year and who have continuously participated in the health insurance plans since that time may elect effective with the 2005/06 school year to waive, in writing, the health insurance coverage provided under this Article X, and in lieu thereof receive an annual payment of \$1,000 single; \$2,000 two person; \$2,500 family, from the Board for each year during which the Administrator continues to elect not to participate in such coverage. Such annual payment will be issued with the last payroll installment for the school year. In order to receive such payment, an eligible Administrator must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each year. Such Administrator may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the Administrator shall only receive a pro-rated portion of the waiver stipend provided under this section.

ARTICLE XI SEVERANCE PAY AND TUITION COSTS

A. Severance Pay

Upon the death or retirement of an Administrator according to the rules and regulations of Connecticut State Requirement System, each Administrator shall be entitled to severance pay equal to \$75 per day for each accumulated sick day, up to 200 days.

B. Tuition Costs

Administrators shall be reimbursed for tuition costs for certain courses under the following conditions:

1. Not more than six (6) credit shall qualify for reimbursement in any calendar year.
2. Only courses appropriate to a specific assignment shall qualify for reimbursement.
3. All courses are subject to approval in advance by the Superintendent as appropriate.
4. No reimbursement shall be made for courses leading to any change in salary status or for courses required for certification.
5. When any course for which tuition has been reimbursed under these provisions is utilized in meeting requirements for a degree or other program leading to a change in salary status, the Administrator shall return the tuition payment to the Board.
6. Reimbursement will be made for approved credits on submission of evidence of satisfactory completion and receipt for tuition charges incurred.

ARTICLE XII TRANSFERS AND PROMOTIONS

- A. The A.A.O. shall be notified in writing of all administrative openings occurring during the school year within a period of not more than five (5) school days. Administrators may apply for said vacancies or openings within ten (10) school days of the initial posting date. Applications shall be in writing to the Superintendent's Office.
- B. Administrative Assignment Preference forms shall be provided by the Superintendent twice yearly. Such forms shall be distributed to the Administrators no later than February 15th and June 15th of the school year. Any Administrator shall have the opportunity to update his/her Administrative Assignment Preference form at any time by visiting the Superintendent's Office.
- C. The Board, the Superintendent or his/her designee shall carefully consider all applications and Administrative Assignment Preference forms in relation to the needs of the educational program. Administrators with seniority as Administrators in the Ansonia School System shall be given priority provided

the abilities and qualifications of two or more applicants are equal in the opinion of the Board and the Superintendent.

ARTICLE XIII GRIEVANCE

A. A "Grievance" shall mean a complaint based upon an alleged misinterpretation, misapplication, or violation of a specific term or terms of the Agreement or the allegation by an A.A.O. member that he/she has been treated unfairly and inequitably as a result of a violation of a long established written policy or practice of the Board

A "grievant" shall be an Administrator or Administrators proximately affected by an alleged grievance.

B. 1. The grievant shall present his/her grievance in writing to the Superintendent for a hearing on the matter.

2. If the grievance is not resolved in this manner, the grievant may present the grievance in writing to the Board accompanied by a request for a formal hearing on the matter.

C. No later than the second regular meeting of the Board after receipt of a grievance, the Board, or its Personnel Committee shall hear the matter.

D. In the event that the grievance is not settled under the procedures outlined above, the A.A.O. may request that such grievance be referred to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules. The decision of the arbitrator shall be binding upon both parties. Fees and expenses of the arbitrator shall be borne equally by both parties.

E. Notwithstanding anything herein to the contrary, no grievance will be processed unless it is filed in writing at the office of the Superintendent of Schools within twenty-one (21) calendar days from the date when the grievant knew or should have known of the act, condition or omission complained of, together with a statement of the specific contract section and/or written policy or practice that is alleged to have been violated. Any grievance that is not timely filed will be deemed to be waived by the grievant. Any appeal from the Superintendent to the Board shall be filed with the Board no later than seven (7) calendar days following the decision of the Superintendent, or in the absence of a Superintendent decision, within fourteen (14) calendar days following submission of the grievance to the Superintendent. Any appeal from the Board to arbitration shall be filed no more than seven (7) calendar days following a decision of the Board or, in the absence of a Board decision, within fourteen (14) calendar days following

submission of the grievance to the Board. Failure to comply with the time limits expressed herein shall constitute acceptance of the decision at the preceding level.

- F. Efforts will be made to process grievances expeditiously, but both the Board and the A.A.O. recognize the possible need to waive time limits due to unavoidable scheduling conflicts as they arise. Therefore, all time limits expressed in this Article may be waived by mutual written agreement.

ARTICLE XIV SAVINGS CLAUSE

If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

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 XV DISCIPLINE

No administrator shall be disciplined, reprimanded, reduced in rank or compensation or suspended without just cause. Any protest by the A.A.O. against any such discipline or rank reduction shall be handled in accordance with the Grievance and Arbitration Procedures set forth in this Agreement.

ARTICLE XVI DURATION OF AGREEMENT

This Agreement shall be in full force and effect for the period of July 1, 2017 through and including June 30, 2020 and shall fix for its terms the salaries, hours and working conditions of bargaining unit members.

IN WITNESS thereof, the parties have hereunto set their hands at Ansonia, Connecticut.

ANSONIA BOARD OF EDUCATION

ANSONIA ADMINISTRATORS'
ASSOCIATION



President



President

Date

Date