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Preparing Independent and Collaborative learners Empowered to embrace the future

January 12, 2015

Mrs. Sharon Uricchio, Town Clerk Andrews Memorial Town Hall 54 East Main Street Clinton, CT 06413

Re: Collective Bargaining Agreement

Clinton Board of Education and Clinton Administrators Association

Dear Mrs. Uricchio:

The enclosed contract is filed with your office pursuant to Section 10-153d of the Connecticut General Statutes. This contract is for a three-year term, July 1, 2015 through June 30, 2018.

The contract is the result of negotiations between the Clinton Board of Education and the Clinton Administrators Association over a successor to the current contract which will expire on June 30, 2015. The negotiations were conducted in accordance with the requirements of the Teacher Negotiations Act. Both the Board and the Association have ratified the contract.

Please feel free to contact this office if you have any questions.

Sincerely

John F. Cross

Superintendent of Schools

Enclosure

cc: Dr. Dianna Roberge-Wentzell, Interim Commissioner of Education

Willie Fritz, First Selectman, Town of Clinton

Brad Sullivan, Chairman, Board of Finance, Town of Clinton

Phil Williams, Chairman, Clinton Board of Education

Kevin Rov. Board Counsel

Mike Gourdier, President, Clinton Administrators Association

Administrative Offices Phone: 860-664-6500

137-B Glenwood Road

Clinton, CT 06413 Fax: 860-664-6580

AGREEMENT

-between-

THE CLINTON BOARD OF EDUCATION

-and-

THE CLINTON ADMINISTRATORS' ASSOCIATION

July 1, 2015 - June 30, 2018

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AGREEMENT, made between the BOARD OF EDUCATION OF THE TOWN OF CLINTON ("Board") and THE CLINTON ADMINISTRATORS' ASSOCIATION ("C.A.A.").

ARTICLE I RECOGNITION

The Board of Education recognizes the Clinton Administrators Association ("C.A.A." or "Association") as the exclusive bargaining agent for those certified professional employees of the Clinton School District who are employed in positions requiring an intermediate administrator or supervisory certificate, or the equivalent thereof, and who are not excluded from the purview of Connecticut General Statutes Sections 10-153a to 10-153g, inclusive.

ARTICLE II INSURANCE COVERAGE

- A. <u>Medical Insurance</u>. The Board shall provide the following options for medical insurance coverage for eligible employees and their eligible dependents:
 - (a) PPO Plan, as outlined in Appendix A, with the public sector formulary prescription drug plan and mandatory generic substitution, subject to an \$1,800 annual maximum for prescriptions and prescription co-payments as follows:
 - \$5 for generic, \$25 for brand name (formulary),\$40 for brand name non-formulary, and twice the applicable co-payment for mail order.
 - (b) The employee shall pay the following portion of the cost for an eligible employee and eligible dependents for enrollment in this health insurance coverage option:

2015-16	19.5%
2016-17	20.0%
2017-18	20.5%

2. (a) Comprehensive Mix Plan, as outlined in Appendix A, with the public sector formulary prescription drug plan and mandatory generic substitution, subject to an annual maximum of \$2,500 for prescriptions and prescription co-payments as follows: \$5 for generic, \$25 for brand name (formulary), \$40 for brand name nonformulary, and twice the applicable co-payment for mail order.

(b) The employee shall pay the following portions of the cost for an eligible employee and eligible dependents for enrollment in this health insurance coverage option.

2015-16	14.5%
2016-17	15.0%
2017-18	15.5%

3. <u>Dental Benefits</u>. The Board shall provide the Anthem Blue Cross/Blue Shield Full Dental Plan with dependent rider for eligible employees and their eligible dependents. The employee shall pay the following portion of the cost for this coverage:

2015-16	19.5%
2016-17	20.0%
2017-18	20.5%

The health insurance benefits of this Article are voluntary on the employee's part. Employees who work less than thirty (30) hours per week are not entitled to participate in the health and life insurance plans of this Article.

- B. <u>Life Insurance and Disability Insurance</u>. The Board shall pay ninety percent (90%) of the cost for the following insurance coverage for eligible employees:
 - 1. Group life insurance -- coverage equal to twice the administrator's annual salary as of July 1 of the applicable contract year.
 - 2. Group disability insurance with a one hundred eighty (180) day waiting period. Maximum monthly benefit of five thousand dollars (\$5,000) payable for a five-year maximum due to disability or lifetime due to accident, all subject to terms and conditions of insurance carrier. The amount of any sick pay which would otherwise be payable by the Board pursuant to Article V hereof shall be reduced by the amount of any disability insurance payments made to such disabled administrator for the period during which such disability insurance payments accrue.
- C. Retiree Insurance. Any administrator who, upon retirement from the Clinton School System, receives actual payment for current Teacher Retirement Benefits immediately after retirement (as defined in C.G.S. Section 10-183f(a), (b), (c) or Section 10-183aa will be permitted to participate in all group insurance plans available to active administrators, except disability insurance, at his own cost. The maximum life insurance coverage available will be an amount equal to no more than fifty percent (50%) of the administrators' pre-retirement life insurance, which shall be reduced to a maximum of five thousand dollars (\$5,000) at age 65. Participation in all

health insurance plans shall terminate at age 65.

- D. <u>Change of Carriers</u>. Nothing herein shall be interpreted to prevent the Board from obtaining equivalent coverage from alternative insurance carriers, so long as there is no interruption in coverage. The C.A.A. may reject any proposed change in insurance carriers on the basis of non-equivalent coverage within thirty (30) days from notice of such proposed change.
- E. Section 125 and FSA Plans. All contributions by bargaining unit employees to health insurance premiums as set forth above shall be subject to a Section 125 IRS Plan with features of both a premium only plan (POP) and a flexible spending account (FSA). The dollar limits for the FSA medical reimbursement account shall be \$260 minimum and \$3,000 maximum. The dollar limits for the Dependent Care Reimbursement account shall be \$260 minimum and \$5,000 maximum.

ARTICLE III CENTRAL CALLING SYSTEM

The Board of Education shall maintain a central calling system for substitutes.

ARTICLE IV SEVERANCE PAY

- A. Any administrator who, upon retirement from the Clinton School System, receives payment for current Teacher Retirement benefits (other than disability benefits) immediately after retirement (as defined in Connecticut General Statutes Sections 10-183f(a) or (b)) will be paid his total accumulated sick leave at the rate of \$65 per day as per the following:
 - 1. For administrators appointed prior to July 1, 1999, accumulated sick leave payout up to a maximum of 200 days; or
 - 2. For administrators appointed on or after July 1, 1999, accumulated sick leave payout up to a maximum of 100 days.

This amount shall be over and above any regular compensation due the administrator.

B. An administrator who is eligible for severance benefits in accordance with Section A above shall receive payment as follows:

If the administrator has provided written notification of retirement to the Superintendent's office at least seven (7) months in advance, the administrator shall have the option, at his or her discretion, to receive the payment in a lump

sum at the time of retirement, or in a lump sum payable in January of the following calendar year.

If the administrator has not provided such advance notice, the Board shall have the option to make a lump sum payment at the time of the administrator's retirement or July of the following fiscal year.

Notwithstanding the above, an administrator who retires due to illness or disability shall have the option, at his or her discretion, to receive the payment in a lump sum at the time of retirement, or in a lump sum payable in January of the following calendar year.

ARTICLE V LEAVE

- A. <u>Personal Leave</u> Four (4) days annually for personal and/or legal reasons as approved by the Superintendent.
- B. <u>Funeral Leave</u> Five (5) days annually for death in the immediate family.
- C. Additional personal leave or funeral leave days may be granted at the discretion of the Superintendent after explanation by the administrator of the need.
- D. <u>Sick Leave</u> Twenty (20) days annually cumulative to 240 days, (two hundred (200) days for ten month administrators), subject to reduction for disability insurance benefits, as provided in Article II hereof. Administrators shall be notified by January 1 of their accumulated sick leave.

ARTICLE VI VACATION DAYS AND HOLIDAYS

A. <u>Vacation Days</u>

Annual Vacation

Administrators shall receive the following vacation benefits:

- 1. Each twelve month administrator appointed to an administrative position prior to July 1, 1999 shall receive thirty (30) vacation days per fiscal year.
- 2. Each twelve-month administrator appointed to an administrative position on or after July 1, 1999 shall receive vacation days as follows:

- a) during the first through the third years of service as an administrator, twenty -five (25) vacation days;
- b) during the fourth and subsequent years of service as an administrator, thirty (30) vacation days.
- 3. Each ten month administrator shall receive seven (7) vacation days per calendar year. Vacation days are to be mutually agreed to with the Superintendent.

If any administrator is called back to work on a vacation day, he or she shall be compensated with actual time or money.

Vacation Carryover

- 1. The following shall apply to twelve month administrators appointed to an administrative position prior to July 1, 1999:
 - a. An administrator who is unable to use all of his/her annual vacation due to the demands of the position may request approval of the Superintendent to carry over up to ten (10) days vacation into the next fiscal year.
 - b. At no time shall the administrator have a vacation balance in excess of forty (40) vacation days, except as provided in c.
 - c. An administrator who, as of June 30, 1999, had excess vacation carryover shall work with the Superintendent on a plan to reduce carryover to not more than ten (10) days over a period of time which will not disrupt school district business.
- 2. The following shall apply to twelve-month administrators appointed to an administrative position on or after prior to July 1, 1999:
 - a. An administrator who is unable to use all of his/her annual vacation due to the demands of the position may request approval of the Superintendent to carry over up to ten (10) days vacation into the next fiscal year.
 - b. At no time shall the administrator have a vacation balance in excess of his/her annual vacation entitlement plus ten (10) vacation days carried over.

Payment for Unused Vacation

- 1. The Board, at its option, may elect to compensate an administrator appointed prior to July 1, 1999, for all or a portion of that administrator's excess vacation carryover.
- 2. Upon termination of employment, an administrator shall be paid at the per diem rate for unused vacation, including carryover for which there was written approval given by the Superintendent. If an administrator leaves during the fiscal year, payment for the current year's vacation will be based on the proportion of the year worked.

B. Holidays

The following shall be designated as paid holidays for administrators:

Independence Day

Labor Day

Columbus Day

Columbus Day

Christmas Day

New Year's Day

Martin Luther King, Jr. Day

Thanksgiving President's Day
(Thursday & Friday) Good Friday
Christmas Eve Memorial Day

In addition to the foregoing, each administrator may designate one additional floating holiday, except that both administrators in any building may not choose the same day.

ARTICLE VII PROFESSIONAL DUES AND AGENCY FEES

- A. <u>Professional Organization Dues</u>. The Board of Education will pay membership dues for up to three (3) of the following professional organizations for each administrator. Membership in the professional organizations will be on a voluntary basis with each administrator:
 - 1. Elementary and Middle School Principals Association of Connecticut (EMSPAC)
 - 2. National Association of Elementary School Principals (NAESP)
 - 3. Association of Supervision of Curriculum Development (ASCD)
 - 4. National Association of Second School Principals (NASSP)
 - 5. Connecticut Council for Exceptional Children (CEC)
 - 6. Connecticut Association for Pupil Personnel Administrators (CAPPA)

7. Connecticut Association of Supervisors of Instruction of Special Education (CASISE)

B. Association Dues and Service Fees.

- 1. All administrators employed by the Clinton Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- 2. Within thirty (30) days after employment or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments. Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member shall immediately execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Association shall be required to notify the school Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association. The Board shall deduct the service fee from the salary of non-members of the Association bi-weekly and remit the same to the Association Treasurer.
- 3. In the event that a member of the bargaining unit fails to join the Association or execute an authorization for deduction of the service fee, the Superintendent or the Business Administrator shall notify the Association in writing with a copy to the employee. The Association shall then take the following steps:
 - a. Send written notice to the employee, copy to the Superintendent, that he/she has not fulfilled the union security obligation required by this Agreement, and giving the employee a period of 30 days within which to comply.
 - b. If the employee fails to comply, the Association may request, in writing with a copy to the employee, that the Superintendent institute termination or non-renewal proceedings.

- 4. Within ninety (90) days of a request for termination or non-renewal by the Association, the Superintendent shall initiate termination or non-renewal proceedings if the administrator has failed to comply with his/her obligations under this Agreement.
- 5. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with the Article.

ARTICLE VIII TEXTBOOK REIMBURSEMENT

Administrators with standard certification will be reimbursed for graduate textbooks turned into the professional library.

ARTICLE IX GRIEVANCE PROCEDURE

A. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.
- 2. Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the administration.

B. Definitions

- 1. A "grievance" shall be defined as a complaint by an administrator or a group of administrators that there has been a violation or misinterpretation of a specific provision or provisions of this Agreement to the detriment of the administrator or administrators concerned.
- 2. The term "administrators" as used in this grievance procedure shall mean any certificated employee within the bargaining unit covered by this Agreement.
- 3. A "grievant" shall mean a person or persons making the complaint, or the Association. If the Association files the grievance, it shall

identify the administrators it claims are affected.

4. The term "days" shall be defined as days when school is in session.

C. Procedure

Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

All parties involved at each level shall be present at each succeeding step in the grievance procedure.

1. LEVEL ONE - C.A.A. President

Individual administrator discusses case he believes he has at this level.

2. <u>LEVEL TWO - Superintendent</u>

To whom case is presented in writing by the C.A.A. President when they feel the individual has a grievance. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.

3. <u>LEVEL THREE - Board of Education</u>

In the event that the aggrieved member of the unit is not satisfied with the disposition of [his] grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file a written grievance, indicating such dissatisfaction, with the President of the C.A.A. within fifteen (15) school days after he has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the President of the C.A.A. shall refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. However, the ultimate decision on the grievance at Level Three shall be rendered by the full Board.

4. <u>LEVEL FOUR - Impartial Arbitration</u>

- a. In the event that the aggrieved member of the unit is not satisfied with the disposition of his grievance at Level Three, or in the event no decision has been rendered within ten (10) school days after he has first met with the Board Committee, whichever is sooner, present a request in writing to the President of the C.A.A. or the Board to submit his grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. One-person arbitration shall be conducted in accordance with the rules of the American Arbitration Association. arbitrator selected shall confer with representatives of the Board, the aggrieved member of the unit, and the President of the C.A.A., and the representatives of the C.A.A. and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board, the aggrieved member of the unit, and the President of the C.A.A. and shall be final and binding. The arbitrator shall be bound by and must comply with all the terms of this Agreement and he shall have no power to add to, delete from or modify any of the provisions of this Agreement.
- c. The cost of arbitration shall be shared equally by the Board and the C.A.A.

D. Rights of Administrators to Representation

- 1. No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant hereto.
- 2. Any member of the unit or the Board may be represented at any stage of this grievance procedure by any person of his or their choice provided, however, that if a member of the unit is not represented by the C.A.A., the C.A.A. shall have the right to be present to state its

views at all stages of this grievance procedure.

E. Miscellaneous

- 1. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to the President of the C.A.A. and the grievant.
- 2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3. If a member of the unit does not file a written grievance with the President of the C.A.A., and forward a written grievance to the Superintendent within thirty (30) days after the member of the unit knew or should have known of the act or conditions on which the grievance is based, the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

ARTICLE X SABBATICAL LEAVE

The Board of Education shall review and may approve worthwhile programs or independent work subject to the following conditions:

- 1. Requests for sabbatical leave must be received by the Board of Education in writing in such form as may be required no later than February 1 of the year preceding the school year for which the sabbatical is requested. It is understood that the deadline of February 1 shall be waived at the discretion of the Board of Education when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.
- 2. A sabbatical leave shall be for a full academic year and the professional staff member shall be paid at 75% of his/her annual rate.
- 3. The administrator will be eligible for an initial sabbatical leave after at least seven consecutive full school years of active service in this system. A second sabbatical may be granted after another seven-year period.
- 4. An administrator on sabbatical leave, as a condition to the granting of such leave, shall agree in writing to return to employment in

his/her former administrative position or a substantially equal administrative position in the Clinton School System for a period of two school years upon the conclusion of the sabbatical leave or, in the alternative, to reimburse the Board of Education completely for all payments made by the Board during the period of sabbatical leave.

5. The returning administrator shall be placed in his/her former administrative position or a substantially equivalent administrative position on the appropriate step on the salary schedule as though he had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service nor accrual of seniority toward longevity benefits.

ARTICLE XI CONFERENCES AND TRAVEL

Conference days used by administrators are to be charged against work days.

ARTICLE XII JUST CAUSE

No administrator shall receive a written disciplinary warning or be suspended without just cause.

ARTICLE XIII SCOPE OF AGREEMENT

- A. <u>Board Prerogatives</u>. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board of Education shall have the sole and unquestioned rights, responsibilities and prerogatives of management.
- B. Application of Laws and Regulations. In the administration of all matters covered by the agreement, employees are governed by the provisions of any existing or future laws and regulations including policies adopted by the Board of Education and any other Board regulations which may be applicable. This Agreement shall at all times be applied subject to such laws and any new Board of Education policy or regulation so as to contravene any provision in this Agreement.
- C. <u>Severability</u>. This Agreement is deemed to be in compliance with all State and Federal laws (including the Constitution of the United States

and the Constitution of the State of Connecticut) and the Board, and the C.A.A. shall comply with all applicable State and Federal laws. If for any reason a provision or provisions of this Agreement are determined by a court of competent jurisdiction to be in violation of any of said laws, then that provision or those provisions shall be automatically stricken from this Agreement, and the balance of this Agreement shall continue in full force and effect.

ARTICLE XIV DURATION

The term of this Agreement shall be effective from July 1, 2015 to June 30, 2018.

ARTICLE XV SALARY

A. Base Salary

An administrator's salary shall equal the sum of the applicable amounts in (1) and (2) below which shall be paid as follows during the period of this contract:

1. <u>Salary Schedules – Cash Component</u>

The 2015-16 salary schedule (cash component) shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	133,846	139,116			143,482
Middle School Principal/Director	128,050	133,319			138,038
Elementary School Principal	124,360	129,630			132,720
Assistant Principal	122,780	125,417			127,772
Special Services Supervisor	122,780	125,417			127,772

The 2016-17 salary schedule (cash component) shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	137,192	142,594			147,069
Middle School Principal/Director	131,251	136,652			141,489
Elementary School Principal	127,469	132,871			136,038
Assistant Principal	125,850	128,552			130,966
Special Services Supervisor	125,850	128,552			130,966

The 2017-18 salary schedule (cash component) shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	139,428	144,918			149,466
Middle School Principal/Director	133,390	138,879			143,795
Elementary School Principal	129,547	135,037			138,255
Assistant Principal	127,901	130,647			133,101
Special Services Supervisor	127,901	130,647			133,101

• A person initially hired under this contract on either the PRINCIPAL & DIRECTOR SALARY SCHEDULE or the ASSISTANT PRINCIPAL SALARY SCHEDULE will be placed on Step 1 of the appropriate salary schedule unless the person has experience in the position for which the person is being hired. In such case, the superintendent shall have discretion in recommending placement on the appropriate step to the Board of Education. The person will remain on the same step for the second year of employment and, if this contract is still in effect, will advance a step in the third year.

2. Salary Schedule - Elective Deferral Component

An amount specified in the following chart as to which amount the administrator will arrange pursuant to a legally binding salary reduction agreement to have contributed as an elective deferral in accordance with Section 403(b)(12)((A)(ii) of the Internal Revenue Code toward the purchase of a 403(b) annuity with a tax shelter annuity company of the administrator's choice pursuant to the Board's Section 403(b) Plan. The administrator shall receive this amount in installments in his or her regular paychecks from the Board for the remainder of the contract year with the same deductions for taxes and benefits and the required contributions from the administrator to TRB being made therefrom, provided no further installments shall be paid to the administrator after his or her last day of employment with the Board.

2015-16	2016-17	2017-18
\$5,300	\$5,300	\$5,300

- B. <u>Salary/Change in Working Conditions.</u> Any administrator who works in an administrative position in a higher salary group than his/her regular salary group for more than seven (7) consecutive school days, excluding vacation days, shall receive the pay of the higher salary group in which he/she is working.
- C. <u>Doctoral Stipend.</u> Any administrator who has received a doctoral degree will receive an annual stipend of \$1,000.

ARTICLE XVI REDUCTION IN FORCE/INVOLUNTARY TRANSFER

- A. Seniority shall be determined by continuous length of administrative service in the system, including authorized paid or unpaid leaves and is to be established by the date the initial contract of administrative employment was signed by the certified staff member. Seniority shall not be broken by termination from employment due to reduction in force or displacement to a teaching position due to reduction in force and shall accrue while on any recall list if the certified staff member is re-employed within eighteen (18) months from termination of employment or displacement to a teaching position. If the administrative appointment dates are the same, the administrator with the most amount of Clinton service, including non-administrative service, will have greater seniority. If the total amount of Clinton service is equal, the administrator with the most amount of teaching and administrative service outside of Clinton will be deemed to have greater seniority.
- B. The Superintendent shall compile a seniority list of the complete certified staff in accordance with Section F of this Article on an annual basis and shall furnish the C.A.A. with copies of the list by February 1st of each year. If the C.A.A. or any staff member shall disagree with any placement on the seniority list, the C.A.A. or the staff member shall file a written request for correction no later than the following March 1st.
- C. For purposes of organization to accommodate reduction in force, should it become necessary, administrative positions will be assigned to two employee group tiers.

Tier One encompasses the following positions:

High School Principal Middle School Principal Elementary School Principal Director of Special Services

Tier Two encompasses the following positions:

High School Assistant Principal Middle School Assistant Principal Elementary School Assistant Principal Assistant Director of Special Services

If it becomes necessary to reduce the administrative personnel, it shall be on the basis of seniority as defined above; certification and qualifications as defined later.

- D. Should an administrator lose all or part of his/her position due to elimination or reduction of that position, he/she:
 - 1. Will be offered an administrative opening (if one exists) in his/her employee group tier for which he/she is certified and qualified.
 - 2. If there is no opening within his/her employee group tier for which he/she is certified and qualified, he/she will be offered an administrative opening, if one exists, for which he/she is certified and qualified (if one exists) in a lower employee group tier (i.e. Principal may move to Assistant Principal).
 - 3. If there are no administrative openings, the affected administrator will be able to bump the least senior administrator within the same employee group tier or lower, provided that the affected administrator is senior to the administrator to be bumped and is certified and qualified for that position.
 - 4. If there are no administrative openings or positions as aforementioned, the administrator will be offered a teaching opening, if one exists, for which he/she is certified and qualified.
 - 5. If there are no teaching openings for which the affected administrator is certified and qualified, then the affected administrator will be offered a teaching position for which he/she is certified and qualified and which is held by a teacher with fewer years of service in the Clinton School System, subject to the law appertaining and the relevant terms, if any, of the collective bargaining agreement between the Board and the Clinton Education Association.
 - 6. Any administrator relieved of his/her duties and employed as a teacher will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teacher experience within the Clinton School System and elsewhere, if applicable, and shall retain all accumulated sick leave.
 - 7. Any administrator who has been displaced as aforesaid or terminated from employment, due to a reduction in force, shall be placed on a reappointment list for his/her former administrative position, or another similar position of comparable pay and shall remain thereon until reappointed or for three years from the effective date of displacement or termination, whichever occurs first, provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified and

in which they have had previous acceptable experience, according to their administrative seniority in the Clinton Public School System, as defined in Section A. If reappointment is offered consistent with the above and is refused by the administrator, he/she shall thereupon be removed from the reappointment list.

8. The term "qualified' as used herein means recognized and satisfactory experience in the administrative or teaching area into which the administrator seeks to bump or to be recalled.

E. In order to be eligible for recall, an administrator must:

- 1. Submit his/her request to be placed on the recall list, in writing, to the Superintendent within thirty (30) days of termination or displacement; such request must include the administrator's address.
- 2. Advise the Board, in writing, within ten (10) days of any change in address.
- 3. Advise the Superintendent, in writing, of acceptance of recall within two weeks after notification of recall; or be removed from the recall list.
- 4. All notices provided for in this section must be in writing and transmitted by certified mail.
- 5. The Board's obligation will be limited to sending notice of recall to the administrator's last address in the Board's files.

AGREEMENT

between the

CLINTON BOARD OF EDUCATION

and the

CLINTON ADMINISTRATORS' ASSOCIATION

THIS AGREEMENT MADE AND ENTERED INTO by and between the Clinton Board of Education (hereinafter referred to as the "Board") and the Clinton Administrators' Association (hereinafter referred to as the "Association").

The provisions of this Agreement shall be effective as of July 1, 2015, and shall continue and remain in full force and effect to and including June 30, 2018.

IN WITNESS WHEREOF, the parties hereunto have caused these present to be executed by their proper officers, hereunto duly authorized and their seal affixed hereto as of the date and year first above written.

CLINTON BOARD OF EDUCATION

Chairperson

1-9-15 Date of Signing

CLINTON ADMINISTRATORS' ASSOCIATION

President

1/8/15

APPENDIX A

PPO PLAN

Medical Plan (Option I)

BENEFIT	PPO PLAN
Cost-shares	In-Network services subject to co-pays in accordance with co-pays listed below
	H&O Emergency Room, H&O Maximum – Unlimited
	In-Network Lifetime Maximum - Unlimited
	Out-of-Network services subject to deductible and coinsurance:
	Deductible - \$400, \$800, \$1,000 Coinsurance — 80/20% to \$1,000/\$2,000/\$2,500 per calendar year Out-of-Network Lifetime Maximum - \$1,000,000 (or as provided by State or federal law)
Preventive Care - Pediatric including immunizations	No Co-pay Covered according to age-based schedule
Preventive Care - Adult	No Co-pay
including immunizations	Covered according to age-based schedule
Preventive Care - Vision	No Co-pay Covered once every two years
Preventive Care - Hearing	No Co-pay Covered once every two years
Preventive Care -Gynecological	No Co-pay Covered once every year
Medical Services Medical Office Visit	\$30 Co-pay

BENEFIT	PPO PLAN
Outpatient PT/OT/ST/Chiro	\$20 Co-pay Covered up to 50 combined treatments per member per calendar year (Treatment Plan Required)
Allergy Services	\$20 Co-pay (Treatment Plan Required)
Diagnostic Lab & X-ray	Covered
Inpatient Medical Services	Covered
Surgery Fees	Covered
Office Surgery	\$150 Co-pay
Surgery Fees	\$150 Co-pay
Outpatient MH/SA	\$20 Co-pay
Emergency Care	Sudden & Serious guidelines
Emergency Room	\$150 Co-pay (waived if admitted)
Urgent Care	\$75 Co-pay
Walk-in Center	\$20 Co-pay
Ambulance	Covered up to \$500 per trip
Inpatient Hospital General/Medical/Maternity (Semi-Private)	NOTE: All hospital admissions require Pre-Certification \$200 Co-pay
Ancillary Services (Medication, Supplies)	Covered
Psychiatric Inpatient	NOTE: All in-patient admissions require Pre-Certification \$200 Co-pay
Substance Abuse/Detox Inpatient	NOTE: All in-patient admissions require Pre-Certification \$200 Co-pay
Rehabilitative Facility	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per cal year
	\$200 Co-pay Covered up to 120 days per calendar year
Hospice	Covered up to 60 days
Outpatient Surgery Facility Charges	\$150 Co-pay

Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
Other Services Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 visits per calendar year
Prescription Drugs	Public Sector Formulary with Mandatory Generic Substitution (See Note 2) Co-payments as follows:
	\$5 for generic, \$25 for brand name (formulary), \$40 for brand name non-formulary Two times applicable co-pay for mail order
	\$1,800 maximum per calendar year
	Additional coverage subject to deductible and coinsurance

- Note 1: This is only a general description of benefits. A complete list of benefits and exclusions is contained in Subscriber Agreement and Master Group Policies on file with each organization.
- Note 2: Mandatory Generic If there is a generic available and the person elects to take the brand name, the member pays the applicable co-pay plus the difference between the generic and brand name drug cost, unless there is prior documentation provided by the prescribing physician that the person cannot take the generic for medical reasons. (Having "dispense as written" on the prescription is insufficient.)
- Note 3: The dependent care rider shall provide coverage to age 26 or as provided by State or federal law.

APPENDIX B

COMPREHENSIVE MIX PLAN

Medical Plan (Option II)

BENEFIT	COMPREHENSIVE MIX PLAN
Cost-shares	In-Network services are subject to co-pays in accordance with co-pays listed below
	Some in-network benefits are subject to deductible and co- insurance as follows:
	Deductible - \$1,000/\$2,000/\$3,000 Coinsurance – 90/10% to \$3,000/\$6,000/\$9,000 Both per calendar year
	In-Network Lifetime Maximum – Unlimited
	All out-of-network services subject to deductible and coinsurance:
	Deductible - \$2,000/\$4,000/\$6,000 Coinsurance – 70/30% to \$6,000/\$12,000/\$18,000 per calendar year
	Out-of-Network Lifetime Maximum - \$1,000,000 (or as provided by State or federal law)
Preventive Care - Pediatric	No Co-pay
including immunizations	Covered according to age-based schedule
Preventive Care Adult including immunizations	No Co-pay Covered according to age-based schedule
Vision	No Co-pay Covered once every two years
Hearing	No Co-pay Covered once every two years
Gynecological	No Co-pay Covered once every year

BENEFIT	COMPREHENSIVE MIX PLAN
Medical Services Medical Office Visit	\$20 Co-pay
Outpatient PT/OT/ST/Chiro	\$20 Co-pay
	Covered up to 30 visits per member per calendar year for OT/PT/ST and up to 20 visits per member per calendar yea for Chiro
	(Treatment Plan Required)
Allergy Services	Treatment Plan Required
Office Visits	\$20 Co-pay
Injections	No charge
Diagnostic Lab & Standard X-ray	Deductible and Coinsurance
Complex Imaging	Deductible and Coinsurance
Inpatient Medical Services	Deductible and Coinsurance
Surgery Fees	Deductible and Coinsurance
Office Surgery	Deductible and Coinsurance
Outpatient MH/SA	\$20 Co-pay
Emergency Care	Sudden & Serious guidelines
	(waived if admitted to the hospital)
Emergency Room	\$150 Co-pay
Urgent Care	\$100 Co-pay
Walk-in Center	\$20 Co-pay
Ambulance	Deductible and Coinsurance
Inpatient Hospital General/Medical/Maternity	NOTE: All hospital admissions require Pre-Certification
(Semi-Private)	Deductible and Coinsurance
Ancillary Services (Medication, Supplies)	Covered
Psychiatric Inpatient	Deductible and Coinsurance
Substance Abuse/Detox Inpatient	Deductible and Coinsurance

BENEFIT	COMPREHENSIVE MIX PLAN
Rehabilitation Facility Inpatient	Deductible and Coinsurance
Skilled Nursing Facility	Deductible and Coinsurance
-	Covered up to 120 days per calendar year
Hospice	Deductible and Coinsurance
Outpatient Surgery Facility Charges	Deductible and Coinsurance
Diagnostic Lab & X-ray	Deductible and Coinsurance
Pre-Admission Testing	Deductible and Coinsurance
Durable Medical Equipment, (including Prosthetics)	Deductible and Coinsurance
Home Health Care	Deductible and Coinsurance
	200 visits per calendar year
Prescription Drugs	Public Sector Formulary
	with Mandatory Generic Substitution (See Note 2)
	Co-payments as follows:
	\$5 for generic, \$25 for brand name (formulary),
	\$40 for brand name non-formulary
	Two times applicable co-pay for mail order
	\$2,500 maximum per calendar year
	Additional coverage subject to
	deductible and coinsurance

Note 1: This is only a general description of benefits. A complete list of benefits and exclusions is contained in Subscriber Agreement and Master Group Policies on file with each organization.

Note 2: Mandatory Generic - If there is a generic available and the person elects to take the brand name, the member pays the applicable co-pay plus the difference between the generic and brand name drug cost, unless there is prior documentation provided by the prescribing physician that the person cannot take the generic for medical reasons. (Having "dispense as written" on the prescription is insufficient.)

Note 3: The dependent care rider shall provide coverage to age 26 or as provided by State or federal law.