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**AGREEMENT BETWEEN**

**THE EAST HAVEN BOARD OF EDUCATION**

**AND**

**THE EAST HAVEN ADMINISTRATORS'**

**&**

**SUPERVISORS' ASSOCIATION**

**JULY 1, 2016 THROUGH JUNE 30, 2019**

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This AGREEMENT is made and entered into by and between the East Haven Board of Education (hereinafter referred to as the "Board") and the East Haven Administrators and Supervisors Association (hereinafter referred to as the "Association").

## **ARTICLE 1 - PURPOSE**

### **Section 1.**

This Agreement is negotiated under Section 10-153 of the General Statutes of the State of Connecticut, as amended, in order:

- (a) to fix for its term the salaries and all other conditions of employment provided herein, and;
- (b) to encourage and abet effective and harmonious working relationships between the Board and the administrative staff in order that the cause of public education may be best served.

### **Section 2.**

The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development, and growth. To this end, both parties agree to maintain communication to inform about programs, to guide in development, and to assist in planning and growth either by committee, individual consultation or designated representatives.

### **Section 3.**

This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the specific provisions of this Agreement for the duration of the Agreement unless changed by the mutual consent of both parties. Previously adopted policies, rules, or regulations in conflict with this Agreement are superseded by this Agreement.

## **ARTICLE 2 - RECOGNITION**

### **Section 1.**

The Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining pursuant to the Connecticut General Statutes, Section 10-153, as amended, for all certified professional employees employed by the Board in positions requiring an intermediate administrator or supervisor's certificate or the equivalent thereof; but excluding the Superintendent of Schools, Assistant Superintendent(s) of Schools, and certified professional employees who act for the Board of Education in negotiations with certified professional personnel or are directly responsible to the Board for personnel relations or budget preparations, temporary substitutes, and all non-certified employees of the Board.

## Section 2.

No individual employee in the bargaining unit or representative, agent, or employee or member of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties unless expressly adopted in writing and mutually agreed upon between the Board and the Association.

## ARTICLE 3 - BOARD RIGHTS

Nothing in this Agreement shall limit or contravene the authority of the Board as provided in the General Statutes of Connecticut and the Charter of East Haven. Further, except as otherwise modified or restricted by an express provision of this Agreement, the Board reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of management. Such rights shall include but shall not be limited to establishing standards of productivity and performance of its employees; determining the objectives of the Board and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the determination of the qualifications of employees; the appointment, promotion, assignment, direction, scheduling of hours of work and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies. In conformity with Section 10-153f(e), the Association retains its rights to negotiate the impact on any changes that the Board wishes to make in regard to salaries, hours and other conditions of employment.

## ARTICLE 4 - MODIFICATION PROCEDURES

In the event either party to this Agreement wishes to propose that a change, addition, modification, correction, or deletion in this Agreement be made, the following procedure will be adhered to:

- (a) The party proposing the change, addition, modification, or deletion shall reduce such to writing and mail it to the Superintendent or the president of the Administrators' Association, as the case may be, within a reasonable time.
- (b) Thereafter, and within a two (2) week period, a meeting of representatives of the parties may be held to discuss the matter. Nothing herein contained shall require a meeting of the parties, if either party elects not to consider the change, except as required by the provisions of Section 10-153f(e) of the General Statutes.
- (c) If agreement is reached on the proposal, such will be reduced to writing and referred to the Board and the Administrators' Association for ratification, with the recommendation of both parties.
- (d) Any agreed upon and ratified change, addition, modification, or correction and/or deletion to this Agreement shall become an addendum hereto and become a part hereof.

- (e) Nothing herein shall require either party hereof to agree to any particular proposal submitted pursuant thereto.

## **ARTICLE 5 - CONSULTATION PROCEDURES**

### **Section 1.**

An Association committee will meet with the Superintendent at least two (2) times during the school year, preferably in the fall and in the spring, on matters of mutual concern.

### **Section 2.**

Any Association meeting will be held after 3:30 p.m. Use of the school buildings for these Association meetings is authorized.

## **ARTICLE 6 - PROFESSIONAL WORKING RULES AND SCHEDULES**

The Board and the Association recognize and agree that the administrators are entitled to regular time and work schedules on which they can ordinarily rely throughout the school system. Therefore, in accordance with the above, the following schedules are hereby adopted:

### **Category A - (10-month administrators)**

The work year for administrators in this category is one hundred ninety-six (196) days.

Administrators in this category include the Dean of Students.

### **Category A - (11-month administrators)**

The work year for administrators in this category is two hundred twelve (212) days.

Administrative positions in this category include Elementary Principals, Assistant Principals, Coordinators, Instructional Leaders, Administrative Assistants and Athletic Director. The staff shall be available in the event of any emergency during the February or April recess.

### **Category B - (12-month administrators)**

The work year for administrators in this category is two hundred twenty-three (223) days.

Administrative positions in this category include all Directors, High School Principal, and Middle School Principal. The staff shall be available in the event of an emergency during the February or April recess.

Summer schedules for all categories shall be promulgated and communicated in writing to Association members prior to June 1<sup>st</sup> for that summer's vacation.

## ARTICLE 7 - GRIEVANCE PROCEDURE

The purpose of this procedure is to encourage the prompt and informal resolution of problems as they arise and to provide an orderly procedure for the satisfactory adjustment of complaints.

### A. Definitions

1. The term "grievance" shall mean a claim by an administrator/supervisor, a group of administrators and supervisors, or by the Association, that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of the rules, regulations, administrative directives or policies of the Board which concern mandatory subjects of bargaining, or that there has been a failure to follow the established procedures of the school district's evaluation and support program.

2. "Days" referred to in time limits herein noted in Article 7, shall mean school days during the school year. Grievances arising during vacation periods shall count days as those when the Superintendent's office is open.

### B. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered a maximum. The time limits, however, may be extended by written agreement of the parties in interest.

2. If an administrator does not file a grievance with the Superintendent of Schools in writing within thirty (30) days after he knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.

3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by a respondent at any level to answer a grievance within the specified time limits shall be deemed to be a denial of the grievance at that level.

4. The time limits specified herein may be extended by mutual agreement.

### C. Informal Procedures

1. If an administrator feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor outside of the bargaining unit or other appropriate administrator in an effort to resolve the problem informally.

2. If the administrator is not satisfied with the disposition of the matter after such discussion, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with his/her supervisor or other appropriate administrator.

## Formal Procedures

STEP 1. If the aggrieved is not satisfied with the disposition of the grievance on an informal basis, the aggrieved may file in writing a grievance with the Superintendent of Schools.

(a) The Superintendent shall within ten (10) days after receipt of the written grievance, meet with the aggrieved administrator and with representatives of the Association for the purpose of resolving the grievance.

(b) The Superintendent shall within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved and the Association.

STEP 2. If the aggrieved is not satisfied with the disposition of the grievance at Step 1, the aggrieved may within eight (8) days after the decision appeal to the Board as follows:

(a) The appeal shall be filed in writing with the Chairman of the Board, with a copy to the Superintendent.

(b) The Board of Education or its designated committee shall, within twenty (20) days after receipt of the written appeal, meet with the aggrieved administrator and with representatives of the Association for the purpose of resolving the grievance.

(c) The Board or its designated committee, shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved and the Association.

## STEP 3. Arbitration

(a) If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may, within ten (10) days after receipt of the decision or, if no decision is issued, within ten (10) days of the expiration of the time for such decision, submit the grievance to arbitration by so notifying the Board in writing and by filing a demand for arbitration under the Voluntary Labor Arbitration Rule of the AAA, which shall act as the Administrator of the proceedings.

(b) The decision of the Arbitrator in such case shall be final and binding.

(c) The costs for the services of the Arbitrator shall be borne equally by the parties.

## E. Miscellaneous

(a) Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration.

(b) No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure, by reason of such participation.

## **ARTICLE 8 - SABBATICAL LEAVE**

Upon the recommendation of the Superintendent of Schools, and at the sole discretion of the Board, an administrator may be granted a Sabbatical Leave of Absence for approved scholarly programs in his/her field at an accredited academic institution, subject to the following conditions:

A. Requests for Sabbatical Leave must be received by the Superintendent in writing in such form as may be required by the Superintendent, no later than December 31<sup>st</sup> of the year preceding the school year in which the Sabbatical Leave is requested.

B. The administrator has completed at least seven (7) consecutive full years of service in the East Haven School System.

C. No more than one (1) administrator shall be absent on Sabbatical Leave at any one time.

D. Administrators on Sabbatical Leave shall be paid at one-half ( $\frac{1}{2}$ ) of their annual salary rate, provided that such pay when added to any program grant shall not exceed the administrator's full annual salary rate.

E. Administrators on Sabbatical Leave shall continue to have their life insurance and health insurance benefit programs paid by the Board, just as if that administrator were on the staff for the Sabbatical period.

F. Such leave shall not be granted for less than one full semester, nor more than one year.

G. The administrator shall agree to return to employment in East Haven for at least two (2) full years in the event of a full year's leave. Upon such return, the administrator shall be placed on the appropriate step of the salary schedule as though such administrator had not been on leave.

H. An administrator returning from Sabbatical Leave shall return to the position held at the time of taking said leave.

I. Administrators on Sabbatical Leave shall maintain the number of years of experience accrued toward future seniority benefits, such as promotions, longevity, etc.; upon his/her return, the administrator is to receive full restoration of sick days accumulated prior to said leave.

## **ARTICLE 9 - AGENCY SHOP**

### **Section 1.**

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.

### **Section 2.**

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.

### Section 3.

In the event that a member of the bargaining unit does not join the Association or pay the required service fee by the thirtieth (30<sup>th</sup>) day as required, that member shall be terminated. The Superintendent's Office shall institute the necessary procedures for termination provided the Association has complied with the following:

(a) Sending written notice to the employee (copy to the Superintendent's Office) that he/she has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter, and that a request for his/her termination was being made to the Board.

(b) By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his/her obligations and that it is an official request of the Association.

(c) 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 this Article.

### Section 4.

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.

## **ARTICLE 9A - DUES CHECK-OFF**

Dues for the Association are to be payroll deducted in twenty-six (26) equal installments and forwarded to the Association provided that the requests for such deductions shall be in writing on approved authorization forms.

## **ARTICLE 10 - PROTECTION**

### Section 1.

In accordance with the Superintendent's administrative directives, all administrators shall promptly report all accidents, which occur in their schools or within their area of responsibility. Any administrator involved, or alleged to be involved, in the incident to be reported, shall not be required to make such report as aforesaid, but shall promptly delegate the responsibility therefore to another administrator.

## Section 2.

The Board and the Superintendent shall comply with any reasonable request of the administrator for information in his/her or the Board's possession not privileged under law and which relates to any incident allegedly involving the administrator.

## Section 3.

(a) In accordance with the provisions of the Section 10-235 of the General Statutes, the Board shall protect and save harmless any administrator from financial loss and expense, including legal fees and court costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property within or without the school building, or any other acts resulting in any injury, which acts are not wanton, reckless or malicious provided such administrator, at the time of the acts resulting in such injury, damage or destruction was acting in the discharge of his/her duties or within the scope of his/her employment or under the direction of the Board.

(b) If criminal proceedings are brought against an administrator alleging an assault while acting in the scope of his/her employment, such administrator may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel, and the administrator prevails (including a nolle or dismissal) in the proceedings, then the Board shall reimburse the administrator a reasonable attorney's fee in defending the proceeding. The Board shall have no obligation under this paragraph if the administrator is found guilty.

## ARTICLE 11 - LEAVE(S) OF ABSENCE

### Section 1. Sick Leave

(a) Sick leave is to be used only for the purposes of compensating an administrator who is unable to attend to his/her regular duties because of bona fide personal illness. Up to five (5) sick leave days of the annual amounts afforded to administrators below may be utilized by the administrator to care for a sick child or spouse of the administrator. The Superintendent may require that an administrator provide a medical certificate signed by a licensed physician to substantiate use of sick leave after five (5) or more consecutive absences. Nothing in this provision shall limit the Superintendent's right to investigate circumstances of excessive use or abuse of sick leave.

(b) Administrators shall be entitled to sick leave each school year with full pay as follows:

(i) 10-month administrators, nineteen (19) days, cumulative to two hundred (200) days;

(ii) 11-month administrators, nineteen (19) days, cumulative to two hundred (200) days;

(iii) 12-month administrators, twenty-one (21) days, cumulative to two hundred forty (240) days;

(c) Upon written request to the Superintendent, an administrator may, because of prolonged illness or infirmity due to some other reason, be granted an extension of sick leave, at the sole discretion of the Board of Education. Such decision is not grievable or arbitrable.

## Section 2. Personal Leave

In addition to present or future Board policies authorizing absences or leaves of absence, each administrator shall be entitled to a maximum of two (2) days leave of absence with pay each year for personal, legal, business, household or family matters which require absence during the school hours. Two (2) unused personal days may be carried over from one work year to the next year, with the maximum amount of personal days available in any one work year being four (4); provided that no more than two (2) personal days can be taken on consecutive days. Application for such leave shall be made in writing and as far in advance as practicable and ordinarily at least forty-eight (48) hours.

## Section 3. Funeral Leave (Bereavement Days)

In the event of a death of a member of the immediate family, the administrator shall be entitled to four (4) days leave of absence, with full pay, commencing on the day following the death. An extension may be granted based on extenuating circumstances. "Immediate family" is defined as including parents, grandparents, children, stepchildren, stepparents, spouse, mother-in-law or father-in-law, and any other blood relative who was resident in the administrator's home prior to death.

## Section 4. Professional Conference Leave

(a) At the sole discretion of the Superintendent of Schools, members of this unit may, upon request, be granted excused absence with pay for the purpose of attendance at professional meetings or conferences, provided that requests and final plans are submitted as far in advance as possible.

(b) An administrator shall be reimbursed to a maximum of three hundred dollars (\$300.00) per year for the reasonable expenses of attendance at professional development activities that are job related.

## Section 5. Leaves of Absence Without Pay

Leaves of absence for a serious health condition of the administrator or family member, or the birth or adoption of a child, shall be granted in accordance with the Federal Family and Medical Leave Act (FMLA). The employee is entitled to take up to twelve (12) weeks of leave in a twelve (12) month period.

(a) Employees are required to use accrued leave, as provided by the Act, during such leave.

(b) Requested leave that falls outside of the reasons allowed by the FMLA may be recommended at the discretion of the Superintendent.

## ARTICLE 12 - PROMOTIONS

### Section 1.

The Association recognizes that the assignment of administrative personnel within the school system is the right and duty of the Superintendent of Schools.

### Section 2.

Wherever a vacancy in a promotional position is to be filled, the Superintendent shall post such vacancy in every school for at least ten (10) calendar days prior to the filling of the vacancy. During the summer period in which eleven-month administrators are not scheduled to work, the Superintendent shall mail a copy of the posting to each administrator's address of record ten (10) days prior to the closing date for applications, with the understanding that by so doing the Superintendent does not bear the burden of actual notice.

### Section 3.

Said notice of vacancy shall clearly set forth the qualifications for the position.

### Section 4.

Administrators who desire to apply for such vacancy shall file their application in the manner directed by the administration, with the office of the Superintendent within the time limit specified in the notice.

### Section 5.

Such vacancy shall be filled on the basis of fitness and qualifications for the vacant post, provided, however, that where two or more applicants are substantially equal in fitness and qualifications, the applicant with seniority in the East Haven School System shall be given preference.

### Section 6.

An acting appointment to a vacant position shall, as a general rule, be effective no longer than six (6) months, but in no case longer than one (1) year except, by mutual agreement of the Superintendent and the Association President. This time limit may be waived.

### Section 7.

Any member who is promoted to a higher salary group on an acting basis by the Board will be on the step in the higher salary group, which will represent at least a one thousand dollar (\$1,000.00) increase.

## **ARTICLE 13 - EVALUATION/FILES OF ADMINISTRATORS**

### **Section 1.**

Administrators shall have the opportunity to review and discuss their observation and evaluation with their supervisors. Administrators shall have the right to receive copies of their individual reports. The administrator shall acknowledge that he has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.

### **Section 2.**

An administrator shall be given a copy of any evaluation, written complaint or disciplinary material, which is placed in his/her personnel file. A copy of such an item, which is addressed to the administrator, shall normally be given or sent to the administrator at the time it is issued. A copy of any other such item shall normally be sent not later than ten (10) days following placement in the file. Failure to comply with these procedural requirements shall not be the basis for removal of any material from the personnel file.

### **Section 3.**

The administrator may submit a written notation regarding any material placed in the personnel file and the same shall be attached to the file copy of the material in question.

### **Section 4.**

An administrator shall receive a copy of any materials concerning performance of his/her duties or disciplinary materials within five (5) days of having them placed in the file.

### **Section 5.**

If the administrator is asked to sign material placed in the personnel file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

### **Section 6.**

Upon appropriate request by the administrator, he/she shall be permitted to examine his/her files.

### **Section 7.**

The administrator shall be permitted to reproduce any material in his/her files within five (5) calendar days of this request at this own expense.

### **Section 8.**

Material shall be removed from files when an administrator's claim that it is inaccurate or unfair is sustained by the Superintendent, Board of Education, arbitrator, or Court of Law.

## Section 9.

In no case shall any anonymous complaint be placed in any administrator's personnel file. This shall not preclude the Superintendent from investigating such a complaint and filing documentation resulting from that investigation.

## **ARTICLE 14 - INVOLUNTARY TRANSFERS AND REDUCTIONS OF ADMINISTRATIVE STAFF**

### Section 1. Involuntary Transfers

- (a) No administrator shall be demoted in rank or pay, except for due and sufficient cause.
- (b) Any administrator demoted to a teaching position shall be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teaching experience within the school system, and shall retain all accumulated sick leave, providing the latter does not violate the teachers' contract or pertinent state statutes.
- (c) Administrators involuntarily transferred or demoted should be furnished with a letter to be placed in their personnel files, and a copy for their personal files, stating the reason for their transfer or demotion. An administrator may request that such a letter not be placed in their personnel file.
- (d) An administrator, who is involuntarily transferred to an administrative position in a lower salary level, shall not lose step, but shall be placed on the same step in the lower salary schedule for the new position as he/she would have been on, or to which he/she would have progressed, had he remained in his/her previous administrative position.

### Section 2. Reduction of Administrative Staff/Elimination of Positions

If in the Board's opinion it is necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative service with the East Haven Public School System, certification and qualifications.

In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

- (a) Any administrator relieved of his/her duties because of reduction of staff or elimination of position, shall be offered an administrative opening if one exists in his/her job title.
- (b) If there is no existing opening in his/her job title, the displaced administrator shall be offered the position of the least senior administrator in his/her job title.
- (c) If there is no available position in his/her job title, and the displaced administrator is the least senior in his/her job title, the displaced administrator shall be offered an administrative opening, if one exists, in his/her classification for which he/she is qualified, as determined by the Superintendent, provided such determination is reasonable. If there is no administrative opening in his/her classification, the displaced administrator shall be offered an administrative opening in a lower classification for which he/she is certified and qualified, as determined by the Superintendent, provided such determination is reasonable.

(d) If there are no administrative openings in his/her classification or a lower classification, the displaced administrator shall be offered the position of the least senior administrator in his/her classification, for which he/she is qualified, as determined by the Superintendent, provided such determination is reasonable.

(e) If there are no existing available positions in his/her classification or a lower classification and the displaced administrator is not qualified for the position of the least senior administrator in his/her present classification, or is the least senior administrator in his/her present classification, he/she will be offered the position of the least senior administrator in a lower administrative classification for which he/she is certified and qualified, as determined by the Superintendent, provided such determination is reasonable, and provided the displaced administrator is more senior than the least senior administrator in the lower classification.

(f) If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified and qualified, as determined by the Superintendent, provided such determination is reasonable, subject to the reduction in force provision of the teachers' contract.

(g) If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teaching experience and shall retain all accumulated sick leave, providing the latter does not violate the teachers' contract or pertinent state statutes.

(h) A displaced administrator, who receives a position in another administrative classification, shall be paid on the same salary step for such position as his/her previous administrative position.

(i) An administrator who is involuntarily transferred to an administrative position in a lower salary level shall not be reduced in salary for the first year after such transfer.

(j) An administrator who is involuntarily transferred to a teaching position in a lower salary level shall be reduced one-half the difference between his/her previous administrative salary and his/her new teaching salary for the first year after such transfer.

### Section 3      Categories For Reduction in Force

1. Administrative Director
2. High School Principal
3. Middle School Principal
4. Elementary School Principals
- East Haven Academy Principal
- High School Assistant Principal
- Middle School Assistant Principal
- Instructional Leader
- Instructional Leader of Technology and STEM

5. Coordinator  
Athletic Director
6. Dean of Students

## **ARTICLE 15 - BENEFIT PROGRAMS**

### **Section 1. Accident Benefits**

Whenever an administrator is absent from school as a result of a personal injury compensable under the Workers' Compensation Law of Connecticut and caused by an accident (other than an assault) arising out of and in the course of his/her employment, he may elect to charge all or part of such absence during the period of temporary disability due to the accident to the sick leave days to his/her credit under the Board's rules and regulations pertaining to sick leave, in which event (a) he/she shall receive the sick leave pay to which he/she is entitled for the period so charged to his/her sick leave credits, less the amount of any Workers' Compensation award made for temporary disability due to said injury for any period for which such sick leave is paid, and (b) his/her accumulated sick leave as of the last day worked prior to the said period of absence shall be charged proportionately in the same ratio that the amount of his/her total daily sick leave benefit less his/her daily Workers' Compensation benefit bears to his/her total daily sick leave benefit. (For example: an administrator entitled to \$100 per day as a sick leave benefit who makes the election and receives \$75 per day in the Workers' Compensation benefits will receive \$25 per day in the sick leave benefits and will have his/her accumulated sick leave charged with one-quarter of a day for every full day of absence.) In the absence of such election, such administrator shall not receive his/her sick leave payment during the period of his/her absence for temporary disability due to the accident and his/her sick leave credits shall not be reduced by reason of any Workers' Compensation payments he/she may receive for temporary disability due to the injury. Acceptance of sick leave payments (other than those made in connection with injury due to an assault) for any period for which the administrator may be entitled to receive temporary disability payment under the Workers' Compensation Law shall constitute an election to charge his/her absence for such period to the sick leave days to his/her credit.

### **Section 2. Assault Benefits**

Whenever an administrator is absent from school as a result of personal injury, compensable under the Workers' Compensation Law, and caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Workers' Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the administrator examined by a physician selected by the administrator from a list of at least four (4) physicians designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his/her duties. In the event the Board does not seek an exam, then the opinion of the administrator's physician as to the period of disability shall control.

### **Section 3. Other Insurance Benefits**

#### **A. Medical Benefits for Active Employees**



Administrators and their dependents shall be eligible to participate in the following medical benefit plan:

All bargaining unit employees covered by this plan shall contribute to the cost of the Plan with a fifteen percent (15%) cost contribution in 2016-17, a sixteen percent (16%) cost contribution in 2017-8-15, and seventeen percent (17%) cost contribution in 2018-19.

A High Deductible Health Plan/Health Savings Account Plan that includes the following components. The HDHP/HSA shall be the Public Sector HDHP with no prescription drug co-pays. Prescription drug costs, as well all other medical costs (excluding preventative care) are subject to the combined \$2000/4000 deductible.

The Board will contribute fifty percent (50%) of the applicable HSA deductible amount per plan year for each administrator who elects coverage under the HDHP/HSA plan. One-half (1/2) of the Board's contribution toward the HSA deductible shall be deposited by July 15 and the remaining amount shall be deposited on or about October 15. The parties acknowledge that the Board's contribution toward the funding of the HSA deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment with the Board.

Features of the HDHP/HSA plan:

- Combined In-Network/Out-of-Network Annual Deductible (individual/family) \$2000/4000
- Co-insurance 100% In-Network after deductible.
- Co-insurance 80% Out-of-Network after deductible, subject to co-insurance maximum
- In-Network Preventive Care not subject to deductible, covered at 100%.
- Out-of-Network Preventive Care subject to deductible, and co-insurance, subject to co-insurance maximum.
- In-Network cost share maximum \$2000/4000
- Out-of-Network cost share maximum \$4000/8000
- Unlimited In-Network and Out-of-Network lifetime maximum
- Prescription drug coverage treated as any other medical expense

B. Dental Benefits for Active Employees

The Board shall pay the expense of the Blue Cross Dental Plan, including Riders A, B, C and D with dependent children up to age 25 included, not to exceed \$20,000 per year.

For both medical and dental benefits, the Board will designate an open enrollment period for administrators to register for benefits, outside of which employees will not be able to enroll absent specific circumstances as outlined in the benefit plan.

C. Life Insurance for Active Employees

The Board shall provide, at its expense, group life insurance in the amount of two (2) times the administrator's salary, rounded to the nearest one thousand dollars (\$1,000). An administrator may elect to purchase, at his/her own expense, group life insurance in excess of said amount up to a maximum of an additional two (2) times the administrator's salary, rounded to the nearest

one thousand dollars (\$1,000). Such coverage shall be purchased from the same carrier who provides the coverage paid for by the Board, subject to the approval of the group insurance carrier.

D. Long-Term Disability Benefits

The Board shall provide long-term disability insurance for administrators pursuant to a long-term disability plan as provided by an insurance carrier. The cost of such plan shall not exceed \$7,500 annually.

E. Retiree Insurance Benefits

1. Any person entitled to lifetime benefits under the predecessor to this Agreement shall, upon retirement, be obliged to pay one half of any increase in excess of the amounts received by the Board as reimbursement from the State Teachers Retirement Board for the cost of such benefits at the time of retirement.

2. An administrator appointed prior to September 1, 1990, shall be entitled to continuation of Board provided medical benefits upon retirement.

3. An administrator appointed on or after September 1, 1990 shall be entitled to continuation of employee and spouse medical benefits upon retirement until eligible for Medicare. The Board shall offset the cost of such individual coverage by the amount received by the State for retiree insurance offset. The remaining cost of coverage shall be paid by the Board as follows:

8 years of service to East Haven:	50%
12 years of service to East Haven:	60%
16 or more years of service to East Haven:	70%

4. An administrator appointed prior to September 1, 1990, shall retain Board provided life insurance upon retirement. In addition, such administrator may continue to purchase the life insurance at the same level purchased pursuant to paragraph C above; provided, however, that upon reaching age 65, the retiree may not have more than two (2) times the administrator's salary equal to the Board provided life insurance.

F. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018. 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 with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen *Article 15, Section C (including the related Appendix of the contract)* 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.

#### Section 4.      Accumulated Sick Day Credit

When an administrator dies or retires (or resigns with at least fifteen years of service as an East Haven administrator) and qualifies for retirement benefits, he/she or his/her estate shall be paid for 25% of unused accumulated sick days, not to exceed sixty (60) days, provided the Board received ninety (90) days' notice of said retirement. Administrators who cannot provide ninety (90) days' notice due to health or other extenuating circumstances, upon approval by the Superintendent, will provide thirty (30) days' notice.

Payment hereunder shall be made by three equal annual payments after receipt by the Personnel Office of all required information and documentation. The initial payment, however, may be deferred until January 1<sup>st</sup> of the next school year. Administrators are encouraged to inform the Superintendent of Schools of their impending retirement no later than one hundred twenty (120) days prior to the date of their retirement.

All accumulated sick days will be paid at the administrator's per diem rate at the time of their retirement.

#### Section 5.      Accumulated Vacation Time

Vacation time shall not be accumulated. In extraordinary circumstances, the Superintendent may direct an administrator to work during vacation periods. In such cases, the administrator shall be paid for such days provided that the extra days of work are approved by the Board in advance and written notice is given to the administrator.

#### Section 6.      Section 125 - Flexible Spending Account

The East Haven Board of Education shall make available on an optional basis at no cost to administrators, a Section 125 - Flexible Spending Account for accident and health insurance (IRC Sections 105 and 106) and dependent care assistance (IRC Section 129).

#### Section 7.      Right to Change or Substitute Carrier

The Board may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit program as long as the level of benefits are substantially equivalent to the existing program. The Association may grieve any disagreement that the proposed insurance meets such standard by filing a grievance at the Board of Education level.

### **ARTICLE 16 - ADMINISTRATION**

#### Section 1.

The Board recognizes that the principal is charged with the responsibility of the administration of the program within the building to which he/she is assigned and must make decisions necessary to the proper operation and maintenance of the building, provided such decisions are in keeping with the policy of the Board of Education and the administrative regulations of the Superintendent.

## Section 2.

Principals shall be consulted regarding special and federal programs so that such programs may be part of the overall school program in the building. This provision is not grievable or arbitrable.

## Section 3.

The principal shall be in charge of all disciplinary problems of the school to which he/she is assigned, but shall handle same in a manner consistent with the Board policy and administrative regulations of the Superintendent.

## Section 4.

Administrators shall evaluate tenured and non-tenured teachers as required by the Superintendent or the Board.

## Section 5.

In the Superintendent's discretion, members of the Association shall be involved in the selection and screening of personnel for their building or department.

# **ARTICLE 17 - SALARIES**

## Section 1.

All members will receive a 1.50% increase during the 2016-17 school year and a 2.20% increase during the 2017-18 school year, and a 2.20% increase in 2018-19 with a step increase during each of those years for any administrator not on the maximum step.

## Section 2.

Salary payments shall be by direct deposit.

## Section 3.

In the event that the Board effects a significant change in the duties or responsibilities of any classification in the bargaining unit, the Board shall negotiate over the impact of such change, including salary adjustment if appropriate, with the Association, to the extent required by Conn. Gen. Stat. §10-153f(e) the salary and any unique working conditions for the classification.

## Section 4.

The salary for any new classification, not listed in the Salary Schedule Appendix, which is created by the Board within the bargaining unit shall be negotiated with the Association.

Whenever a new bargaining unit classification is to be established, the Superintendent shall notify the Association in writing and the Board will negotiate in conformity with Conn. Gen. Stat. Section 10-153(e) the salary and any unique working conditions for the classification. If no agreement is reached prior to the time of employment, the tentative starting salary shall be the Board's last offer.

Section 5.

When the Board or the Superintendent determines that any new job description for a position(s) covered by this Agreement is necessary, the Association shall be notified and consulted prior to the adoption of said new job description in order to determine whether there has been a significant modification of job responsibilities as noted in Section 2 above.

Section 6.

The formula for salary adjustment for the purpose of sick day credit, vacation time, severance, retirement, death, and for payment of additional days beyond the Association member's work year, or for computing loss of pay shall be on a grade scale according to the member's annual salary.

10-month administrator - 1/196 annual salary

11-month administrator - 1/212 annual salary

12-month administrator - 1/223 annual salary

Section 7.

All administrators shall receive a completed statement as indicated below at contract inception and each June 15<sup>th</sup> during the term of the contract.

Date \_\_\_\_\_

Dear (Administrator):

This is to advise you, in accordance with the \_\_\_\_\_  
Association Contract that your position for the year \_\_\_\_\_ is \_\_\_\_\_ at  
a salary of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Superintendent)

**ARTICLE 18 - DURATION**

Section 1.

If any portion of this contractual agreement is ruled invalid by law for any reason, the remainder of the agreement shall remain in full force and effect.

Section 2.

This Agreement shall become effective July 1, 2016, and shall remain in full force and in effect until June 30, 2019.

## ARTICLE 19 - LONGEVITY

### Section 1. Longevity Benefits

After the designated number of years as an administrator, each administrator shall receive the following amounts annually as longevity payments:

5 years - \$1,500.00

10 years - \$2,200.00

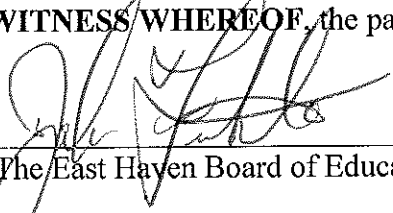
14 years - \$3,000.00

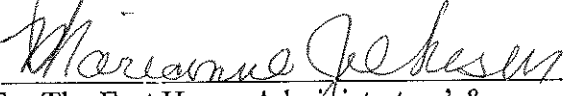
20 years - \$3,500.00

## ARTICLE 20 - SUSPENSION

No administrator shall be suspended without pay without just cause. If an administrator is to be suspended without pay, the administrator shall be notified at least twenty-four (24) hours before such action is undertaken. The administrator shall be entitled to receive a statement of the reasons in writing, shall be allowed to explain his/her position on the charge(s) to the Superintendent, and shall be entitled to have a representative of the Association present if the administrator so desires.

IN WITNESS WHEREOF, the parties have set their hands and seal this 16<sup>th</sup> day of February 2016.

  
\_\_\_\_\_  
For The East Haven Board of Education

  
\_\_\_\_\_  
For The East Haven Administrators' &  
Supervisors' Association

East Haven Public Schools  
Administrator and Supervisor Salary Schedule

<b>Year 1 with Salary Increase of 1.50%</b>					
<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Administrative Director	\$134,484	\$138,761	\$143,173	\$147,726	\$152,424
High School Principal	\$128,007	\$132,269	\$136,674	\$141,225	\$145,928
Director	\$126,883	\$131,133	\$135,526	\$140,066	\$144,758
Middle School Principal	\$125,054	\$129,293	\$133,677	\$138,207	\$142,893
Elementary Principal (20+)	\$116,687	\$120,865	\$125,192	\$129,673	\$134,316
Elementary/East Haven Academy Prin.	\$113,536	\$117,680	\$121,976	\$126,427	\$131,043
Assistant High School Principal	\$113,536	\$117,680	\$121,976	\$126,427	\$131,043
Assistant Middle School Principal	\$113,536	\$117,680	\$121,976	\$126,427	\$131,043
Instructional Leader	\$107,463	\$111,698	\$115,933	\$120,168	\$124,403
Instructional Leader Tech/STEM	\$107,463	\$111,698	\$115,933	\$120,168	\$124,403
Coordinator, Athletic Director	\$103,831	\$107,933	\$112,197	\$116,629	\$121,236
Dean of Students	\$91,794	\$95,965	\$100,138	\$104,311	\$108,483

<b>Year 2 with Salary Increase of 2.20%</b>					
<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Administrative Director	\$137,443	\$141,813	\$146,323	\$150,976	\$155,777
High School Principal	\$130,823	\$135,179	\$139,681	\$144,332	\$149,138
Director	\$129,675	\$134,018	\$138,507	\$143,147	\$147,943
Middle School Principal	\$127,805	\$132,137	\$136,617	\$141,248	\$146,036
Elementary Principal (20+)	\$119,255	\$123,524	\$127,946	\$132,526	\$137,271
Elementary/East Haven Academy Prin.	\$116,034	\$120,269	\$124,659	\$129,209	\$133,926
Assistant High School Principal	\$116,034	\$120,269	\$124,659	\$129,209	\$133,926
Assistant Middle School Principal	\$116,034	\$120,269	\$124,659	\$129,209	\$133,926
Instructional Leader	\$109,827	\$114,155	\$118,484	\$122,812	\$127,140
Instructional Leader Tech/STEM	\$109,827	\$114,155	\$118,484	\$122,812	\$127,140
Coordinator, Athletic Director	\$106,116	\$110,308	\$114,665	\$119,194	\$123,903
Dean of Students	\$93,813	\$98,076	\$102,341	\$106,605	\$110,870

<b>Year 3 with Salary Increase of 2.20%</b>					
<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Administrative Director	\$140,467	\$144,933	\$149,542	\$154,298	\$159,204
High School Principal	\$133,701	\$138,153	\$142,754	\$147,507	\$152,419
Director	\$132,527	\$136,966	\$141,555	\$146,297	\$151,198
Middle School Principal	\$130,617	\$135,044	\$139,623	\$144,355	\$149,249
Elementary Principal (20+)	\$121,878	\$126,242	\$130,761	\$135,442	\$140,291
Elementary/East Haven Academy Prin.	\$118,586	\$122,915	\$127,402	\$132,051	\$136,872
Assistant High School Principal	\$118,586	\$122,915	\$127,402	\$132,051	\$136,872
Assistant Middle School Principal	\$118,586	\$122,915	\$127,402	\$132,051	\$136,872
Instructional Leader	\$112,244	\$116,666	\$121,090	\$125,513	\$129,937
Instructional Leader Tech/STEM	\$112,244	\$116,666	\$121,090	\$125,513	\$129,937
Coordinator, Athletic Director	\$108,450	\$112,734	\$117,188	\$121,817	\$126,629
Dean of Students	\$95,877	\$100,234	\$104,592	\$108,951	\$113,309