

AGREEMENT

Between

THE NORTH HAVEN BOARD OF EDUCATION

and

THE NORTH HAVEN SCHOOL ADMINISTRATORS' ASSOCIATION

JULY 1, 2018 through JUNE 30, 2021

RECEIVED AND FILED
TOWN CLERK'S OFFICE
NORTH HAVEN, CT

JAN 09 2018


TOWN CLERK

ARTICLE I RECOGNITION

The North Haven Board of Education (hereinafter "Board") recognizes the North Haven School Administrators Association (hereinafter "Association") as the exclusive representative of the "Administrator Unit," as defined in Section 10-153b through 10-153f of the Connecticut General Statutes, as amended, exclusive of the Superintendent of Schools, Assistant Superintendent of Schools, the Director of Student Services, and other employees excluded under said statute, and other certified professional employees who act for the Board of Education in negotiations with certified personnel or who are directly responsible to the Board of Education for personnel relations or budget preparation.

ARTICLE II BOARD RIGHTS AND RESPONSIBILITIES

Section A

The North Haven Board of Education is a public body established under and with the power provided by the statutes of the state of Connecticut. As the body charged with the responsibility for maintaining an effective system of free public education for the citizens of North Haven and the efficient and economical direction of the North Haven school system, it is acknowledged that the Board has the final responsibility of establishing and administering educational policies of the North Haven educational system.

Section B

Nothing in this agreement shall be deemed to derogate or impair the powers and responsibilities of the Board of Education under the statutes of the State of Connecticut or the rules and regulations of any agencies of the state. Notwithstanding the forgoing, the Board of Education shall not exercise any discretionary power so as to contravene any provision in this Agreement.

ARTICLE III PROTECTION OF ADMINISTRATORS

The Board of Education recognizes its legal obligations under Section 10-235 and 10-236a of the Connecticut General Statutes "to protect and save harmless administrators."

ARTICLE IV ADMINISTRATIVE VACANCIES AND PROMOTIONS

The Association recognizes that the assignment of administrative personnel within the school system is the right and duty of the Superintendent and the Board of Education. Vacancies of administrative positions in the bargaining unit which are caused by the creation of a new position or otherwise, and which are to be filled, shall be filled pursuant to the following procedures:

- A. The existence of vacancies of position shall be adequately publicized, both within and outside the system, including a notice in every school (by posting or

otherwise) as far in advance of the date of filling such vacancy as possible. At least fifteen (15) calendar days shall be allowed for applications. Where need to fill a vacancy of position arises during the summer months, notification shall be by mail to all eligible administrators.

- B. The notice of vacancy of position shall clearly set forth the qualifications for the position.
- C. Administrators who desire to apply for such vacancies of position shall file with the Superintendent within the time limit specified in the notice.
- D. Whenever a given job has certain state certification requirements, all appointees thereto shall be appropriately certified by the Connecticut Department of Education.
- E. If an administrative position becomes vacant or newly created, and in the judgment of the Superintendent the position requires an immediate temporary appointment, a certified and qualified person may be appointed during the posting period on a temporary basis; provided, however, at the time of appointment there are no administrators certified and qualified for such position who have applied therefore and who would be able to fill such vacancy by virtue of their positions on the reappointment list.

ARTICLE V WORK YEAR, VACATION AND HOLIDAYS

- A. The work year for twelve-month administrators is 260 days less holidays and vacation days. The work year for eleven-month administrators is 240 days less holidays and vacation days.

Twelve-month employees include the high school principal, middle school principal, elementary school principals, twelve-month assistant principals, director of student services and the supervisor of special education. Eleven month employees include the eleven-month assistant principals and the athletic director.

- B. Twelve-month administrators are entitled to twenty-three (23) vacation days per year; eleven-month administrators are entitled to twenty-one (21) vacation days per year. It is anticipated that vacation days will only be taken when school is not in session. Exceptions may be made with the prior approval of the Superintendent of Schools. In order to utilize available vacation days, administrators must request use of vacation days in advance.

All vacation days must be taken during the contract year in which they are granted. An administrator may carry over up to five (5) unused vacation days to the following contract year. Vacation days that are carried over must be used prior to July 31st. Eleven-month administrators must use any carried over vacation days prior to August 15th. Any

carried over vacation days that are not used by that time will be lost.

Any administrator voluntarily leaving the district at the end of a contract year shall be compensated on a per diem basis for up to five (5) unused vacation days, provided that the administrator provides sixty (60) days' notice as set forth in Article 19.F.

Administrators who are terminated are not eligible for this benefit.

An administrator who voluntarily leaves the district during the contract year, and provides sixty (60) days' notice as set forth in Article 19.F., shall be eligible for pro rata per diem payment for unused vacation days. Administrators who are terminated are not eligible for this benefit.

- C. Holidays for the administrators shall be the following provided that school is not in session. Should school be scheduled on a holiday listed below, the Superintendent, after consultation with the Association, shall designate a floating holiday in lieu of the scheduled holiday.

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
*July 4th

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

The holiday of July 4th is not available to eleven-month administrators.

ARTICLE VI SICK LEAVE

Twelve-month administrators shall be entitled to sick leave with full pay up to eighteen (18) working days in each year; eleven-month administrators shall be entitled to sixteen (16) days in each year. Unused sick leave shall be accumulated from year to year, up to a maximum of two hundred (200) days for administrators working an eleven (11) month school year; and two hundred ten (210) days for administrators working a twelve (12) month school year, as long as the administrator remains continuously in the service of the Board. Effective July 1, 2016, sick leave shall be accumulated up to a maximum of two hundred five (205) days for eleven-month administrators, and two hundred fifteen (215) days for twelve-month administrators. Effective July 1, 2017, sick leave shall be accumulated up to a maximum of two hundred ten (210) days for eleven-month administrators, and two hundred twenty (220) days for twelve-month administrators.

ARTICLE VII LEAVES OF ABSENCE

Professional staff members who have obtained tenure status may apply to the Board of Education for an unpaid leave of absence.

General Provisions

- A. Written application shall be made through the Superintendent of Schools at least forty-five (45) days in advance of the start of the requested leave, except in emergencies.
- B. Ordinarily, leaves are granted for not more than a one (1) year period. (Exceptions may be made for military service and Peace Corps.)
- C. Leaves for reasons other than those included in this article may be granted at the discretion of the Board of Education. The Board reserves the right to limit the number granted at any one time, and Board action on a particular request will not establish a practice or precedent for other requests, whether similar or dissimilar.
- D. Leaves are without pay. Except as otherwise provided herein, credit is not granted on the salary schedule for time spent on leave. Salary credit of up to one (1) year is given for service in the Peace Corps.
- E. The total accumulated number of sick days shall be maintained by administrators on leave.
- F. Continuous enrollment in Blue Cross, CMS, medical and group life insurance plans may be maintained provided the administrator makes appropriate monthly payment to cover the costs of the plans desired, and provided such plans permit.
- G. Disabilities caused or contributed to by pregnancy, childbirth and recovery therefrom shall be treated as temporary disabilities. Accumulated sick leave shall be available for use during periods of such disability.
- H. Administrators who are called to military service or who join the Peace Corps or other governmentally funded alternatives to military service and who apply for a leave of absence may, at the discretion of the Board, be granted leaves for more than one (1) year, subject to the general provisions set forth above.
- I. Administrators called for and serving on jury duty shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave or personal days. The administrator shall be paid during such time an amount equal to the difference between his/her salary and the compensation received for such services.

Child-Rearing Leave

- A. Administrators are entitled, upon submission of a written request to the Superintendent of Schools, to an extended leave without pay or other benefits at Board expense, for child-rearing leave for a newborn or adopted child. This written request must be tendered at least two months before the beginning of the leave. An administrator is entitled to be granted leave for the remainder of any school year in which the child is born or adopted.
- B. Upon the granting of such leave by the Board the administrator may continue his/her insurance benefits at the prevailing group rate at no cost to the Board.
- C. An administrator shall return from a child-rearing leave on the first day August. The Superintendent may agree to a different return date at the request of the administrator. Upon the expiration of such leave the administrator shall return to the same position held prior to the commencement of the leave.
- D. Administrators returning from child-rearing leave shall be entitled to sick leave benefits which they had accrued prior to the commencement of the leave. Administrators will return to the same step on the salary schedule as that which they occupied at the commencement of such leave if the leave began prior to January 1 of the school year. If such leave began after January 1 of the school year, the teacher shall be advanced one step beyond the step they were on prior to the commencement of such leave, provided that the contract calls for step movement, unless the administrator is already at the maximum step on the salary schedule.

ARTICLE VIII PERSONAL LEAVE

- A. Each administrator may be granted four (4) day's leave annually for transacting business which could not be handled at any other time. Requests for such days shall be made in writing to the Superintendent one (1) week in advance whenever possible.
- B. Administrators may use five (5) days' leave for death in the immediate family (father, mother, brother, sister, children, grandparents, wife or husband and father or mother of employee's current spouse). This leave is applicable in each situation throughout the year. Administrators may use one (1) day for the death of a relative not in the immediate family.
- C. The Board and the Association jointly recognize the possibility of unforeseen situations. An administrator may request consideration from the Superintendent of Schools. The Board reserves the right to limit the number granted at any one time, and Board action on a particular request will not establish a practice or precedent for other requests, whether similar or dissimilar.

ARTICLE IX

CONFERENCE ATTENDANCE/TUITION REIMBURSEMENT

When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system, to administrators without loss of pay.

- A. The Board agrees to reimburse administrators' reasonable expenses for attending an authorized convention or conference, or observing activities in another school system. Prior approval of the Superintendent shall be required in all cases.
- B. Tuition reimbursement shall be subject to prior written course approval by the Superintendent or his/her designee and payment shall be made following evidence of the completion of the course with a B or better. The Superintendent's approval of coursework shall be based on the relationship of the course to the administrator's assignment, the needs of the school district, or an approved program for advanced degree. The rate of reimbursement will not exceed the cost per credit hour as established by the University of Connecticut Graduate School and will be based on the actual expenditure by the individual administrator. The administrator receiving reimbursement will agree to remain employed by the North Haven Public Schools for a period of three years, or pay back any monies received for the purpose of tuition reimbursement.

ARTICLE X SCHEDULE OF PAYMENTS

The salaries of all administrators covered by this Agreement are set forth in Appendix A which is attached here to and made a part of this Agreement. Salary payments will be made via direct deposit. Administrators who hold a Ph.D or Ed.D as of September 1 of a contract year shall receive an annual stipend of \$1800.00.

ARTICLE XI MEDICAL AND RELATED BENEFITS

- A. The Board of Education reserves the right to change insurance carriers provided the new insurance coverage is substantially equivalent than the existing plan. The North Haven School Administrators Association shall be notified thirty (30) days prior to any changes. Any disputes as to equivalency shall be submitted to binding arbitration for final decision.
- B. The Board shall provide, at its expense, for each administrator the following medical, dental and life insurance benefits. Administrators participating in the medical insurance coverage shall contribute fifteen percent (15%) effective July 1, 2018, sixteen percent (16%) effective July 1, 2019, and sixteen percent (16%) effective July 1, 2020 of the premium cost of the applicable coverage (single, two person, or family), through payroll deduction. Administrators participating in the dental and life insurance coverages below

shall contribute twenty percent (20%) of the premium cost of the applicable coverage.

C. The employee health insurance plan design shall be as set forth below:

1. Group life insurance coverage of two (2) times the administrator's salary at the beginning of the school year, rounded to the nearest one thousand dollars (\$1,000.00).
2. Blue Cross/Blue Shield full-service plan for dental care, including dependent coverage.
3. Administrators who retire under Connecticut's Teacher Retirement Act shall be eligible to participate in the Board's group medical insurance plans at their own expense until age sixty-five (65), as provided in Connecticut General Statutes 10-183t.
4. Administrators who are members of the bargaining unit may elect to receive retiree insurance subject to the following conditions:
 - a. To be eligible to receive this benefit, administrators must have ten (10) or more consecutive years of administrative service for the North Haven Public Schools at the time of retirement; must retire under the Teacher Retirement System; and must be eligible for and receive normal retirement benefits as defined in Conn. Gen. Stat. Section 10-183f(a). The Board may waive any of the conditions above.
 - b. Application for this benefit shall be made by providing written notification of retirement and election of this benefit at least six months prior to the effective date of retirement.
 - c. Upon retirement, eligible employees hired prior to September 8th, 2005 as a North Haven administrator who file a timely application shall be permitted to participate in the same medical insurance plan that is provided to active employees (individual only), subject to the same conditions (e.g., premium contribution and co-payments) that apply for active employees, and subject to the provisions of paragraph d. below. Administrators hired after September 8th, 2005 and participants may elect to have themselves and/or their spouse participate in this plan, provided that they pay the full cost of such participation.
 - d. Participants in this benefit program shall keep the Board apprised of their eligibility status under Medicare A and B. As a condition of continued participation in this retiree insurance program, participants shall enroll in such Medicare plans as the primary insurance provider if and when they become eligible for Medicare A and/or B. The Board shall reimburse the participants for any premium costs required of them for such enrollment. When participants enroll in Medicare A and/or B, the Board shall provide medical

insurance benefits under this Article by providing a Medicare supplement program that, considered with benefits available through Medicare, provides participants medical insurance coverage that is substantially equivalent to that provided to non-Medicare-eligible participants as set out in paragraph c. above.

5. The Board will provide insurance coverage for each eligible employee through the following insurance plan set forth below:
 - a. High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) component.

The HDHP/HSA plan will include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,500/\$5,000	
Co-insurance	N/A	30% after deductible up to the co-insurance maximum
Out of pocket maximum (individual/aggregate family)	\$4,500/7,500	\$5,000/\$10,000
Lifetime maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	30% after deductible, subject to co-insurance limits
Prescription Drug Coverage	\$5/\$30/\$40 after deductible \$2150 calendar year maximum 2x co-pay	

HSA Deductible Funding

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for full-time employees. Half of the Board's contribution toward the HSA deductible will be deposited into the HSA accounts on the first payroll in July, and the remaining half of the Board's contribution will be deposited on the first payroll in January.

The parties acknowledge that the Board's contributions toward the funding of the HSA plan, are not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

6. Excise Taxes

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 the 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 on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

**ARTICLE XII
GRIEVANCE PROCEDURE**

- A. Level One. Any administrator with a grievance may present said grievance to the Superintendent or his designee in an effort to reach an amicable resolution. A "grievance" is defined as an alleged violation, misinterpretation or misapplication of any specific provision of this Agreement. A grievance shall be presented within ten (10) school days of the time the administrator knew or reasonably should have known of the event or condition giving rise to the grievance, or said grievance shall be waived.
- B. Level Two. Grievances that cannot be amicably resolved as provided above may be referred by the administrator to the full Board or, at the Board option, to a committee. The grievance will be reviewed in an effort to reach an amicable resolution.
- C. Level Three. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level Two he/she may, within five (5) days after the decision or within ten (10) school days after the Board meeting, file a request in writing, with the President of the Association that his/her grievance be submitted to arbitration.
 - 1. The Association shall within five (5) days after receipt of such request, if it determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board of Education in writing.
 - 2. The chairman of the Board of Education and the President of the Association shall, within five (5) days after receipt of such written notice, jointly select an arbitrator, who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, such arbitrator shall be selected pursuant to the rules of the American Arbitration Association.
 - 3. The arbitrator, so selected, shall thereafter hold hearings and determine the

grievance in accordance with the authority granted him/her in this Agreement, it being understood that the sole power of the arbitrator shall be to determine, whether the terms of this agreement have been violated, misinterpreted, or misapplied, and the arbitrator shall have no power or authority to make any decision which modifies, alters or amends any policy or terms of this Agreement or which is violative of the terms of this Agreement.

4. The arbitrator shall render his/her decision in writing with copies to all parties, setting forth his award. The decision of the arbitrator shall be final and binding.
5. The costs of the service of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE XIII AMENDMENT

This Agreement shall not be altered, added to, amended or changed except by agreement of both parties and by a document signed by both the Board and the Association, which document shall be appended here to and become a part hereof as an amendment.

ARTICLE XIV SEVERABILITY

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XV REDUCTION IN FORCE

The parties recognize that the Board may from time to time eliminate administrative positions from the table of organization and the parties recognize that such a decision is within the discretion and prerogative of the Board of Education.

- A. In the event such a decision is made, the Board agrees to make reasonable efforts to retain the affected administrator(s) within the North Haven school system as follows:
 1. If there exists another position in an area represented by the Association and such position is available in the same classification and the affected administrator is certified and qualified to fill such available position, he/she shall be assigned to said position.
 2. If there is no existing administrative opening in the affected administrator's classification, the displaced administrator shall be offered the position of the administrator who has the least seniority in the classification of the displaced

administrator. Seniority for the purposes of this article refers first to the length of administrative service in North Haven and, if necessary, to the length of service in North Haven Public Schools, including teaching and administrative experience.

3. In the event there are no such administrative positions available when an administrator's position is eliminated by the Board, as set forth in steps 1 and 2 above, he/she shall be entitled to be assigned to any available teaching position within the school system for which the administrator is certified by the state and qualified to fill as provided by law.
4. In the event that an administrator cannot be assigned to a position following the elimination of his/her position under either step 1, 2 or 3 above, the administrator shall be laid off. For the first year of the layoff period, the administrator shall be entitled to first preference for any available position covered by the Association bargaining unit for which the administrator is certified and qualified as defined in Section 1 above which becomes open and is in the same classification as the administrator's prior position. It is the obligation of the individual administrator to keep the Superintendent fully apprised of his/her current mailing address, and any obligation the Board shall have under this Article shall be fully discharged by transmitting a letter by certified mail to the last address of the laid-off administrator appearing on current records maintained by the Superintendent notifying such administrator of the availability of a position and granting said administrator a period of time as set forth in the notification letter to apply for said position.
5. An administrator to be laid off may not refuse assignment in any available administrative position in the same classification, as set forth in Step 1 above, or any available administrative position in the same classification, as set forth in Steps 1 and 2 above. If any such position is available at the time of layoff, said administrator must accept such position or forfeit completely all recall rights. The inverse shall be true with respect to recall from layoff and the Board shall not have any obligation to offer a laid-off administrator recall to any available position more than one time.
6. Under no circumstances shall the Board be required to promote or transfer any administrator in the event of a reduction in staff or to continue unchanged the salary level of any administrator who is transferred or reassigned to another position in the school system.
7. Any and all termination of employment of members of the bargaining unit shall take place solely and exclusively under applicable provisions of Section 10-151 of the Connecticut General Statutes. No such termination shall in any way be the subject of any grievance proceeding.
8. The classifications referred to in this Article are as follows:
 - a. high school principal

- b. middle school principal
- c. elementary school principal
- d. high school and middle school assistant principal
- e. special education supervisor
- f. athletic director

- B. Effective July 1, 2008, administrators whose administrative contract of employment is terminated by the Board due to a reduction in force in the administrators' unit and who reenter the North Haven teacher bargaining unit as teachers shall receive from the Board compensation at the rate equal to fifty percent (50%) of the difference between salary as teacher and administrator for one (1) year.

ARTICLE XVI MILEAGE REIMBURSEMENT

The use of privately owned motor vehicles for school business by administrators will be reimbursed at the current I.R.S. rate per mile.

ARTICLE XVII FAIR PRACTICES

Any administrator who works in an administrative position in a higher salary group than her/his regular salary group for more than twenty (20) consecutive school days shall receive, retroactive to the first day of any such work, the pay of the higher salary group in which she/he is working.

ARTICLE XVIII AGENCY SHOP

- A. All administrators employed by the Board, as a condition of continued employment, shall join the Association or pay a service fee to the Association. Said service fee shall be set by the Association but shall not exceed the proportional cost attributable to collective bargaining, grievance adjustment and contract administration.
- B. All administrators who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall continue in effect from year to year unless each administrator shall notify the Board and the Association in writing in the month of August of any year that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that the coming school year said administrators shall pay the service fee as described in Section I via payroll deduction.
- C. For those administrators who had not delivered an authorization card by October 1 of the first year of this contract, the Board agrees to deduct the annual service fee, as set by the Association, from their salaries via payroll deduction. The amount of said service fee shall be certified by the Association to the Board prior to the opening of school each year.

- D. Those administrators commencing employment after the start of the school year, shall within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section II, or be subject to Section III after such thirty (30) days. The amount of dues or service fee under this section shall be a prorated amount equal to the percentage of the remaining school year.
- E. If, during the school year, an administrator resigns, retires, receives an unpaid leave, or has his/her employment terminated and has paid the service fee or the membership dues, said administrator will be refunded that prorated amount of the service fee or membership dues that reflects the percentage of the school year not employed. Said refunds shall be through the services of the Association upon a written request made by the administrator.
- F. The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE XIX GENERAL PROVISIONS

- A. It is understood that Agreement is subject to, and shall operate within the framework of, the statutes of the state of Connecticut.
- B. It is understood that administrators shall continue to serve under the direction and assignment of the Board and the Superintendent of Schools in accordance with the Board and administration policies, position descriptions, rules and regulations.
- C. There shall be no reprisals of any kind taken against any administrator by reason of his/her membership or lack of membership in a professional education organization or by reason of participation or lack of participation in its activities.
- D. Administrators shall be evaluated in accordance with Section 10-151b of the Connecticut General Statutes.
- E. Administrators shall have the opportunity to review and discuss their evaluation reports with their evaluator and with the Superintendent of Schools and to review the contents of any evaluation report originated in the North Haven school system which are contained in their personnel files as maintained by the Superintendent of School.
- F. Administrators who resign or retire shall provide a minimum of sixty (60) days' written notice of such intent to resign or retire to the Superintendent of Schools. This notice may be waived at the discretion of the Board.
- G. If, pursuant to the Board's duty to bargain, or per order and decision of the State Labor Relations Board, or as otherwise required by a provision of the Agreement, (including negotiations over the impact of increases in the work year or work day) the Board negotiates with respect to a mandatory subject of bargaining or proposed change in an existing practice that affects or impacts upon a major term or condition of employment

during the life of this Agreement, such negotiations shall be conducted pursuant to the Teachers' Negotiation Act.

H. Involuntary transfers shall not be made for arbitrary and capricious reasons.

ARTICLE XX JUST CAUSE

No administrator shall be suspended or demoted (except as may be provided in Section 10-151 of the Connecticut General Statutes) without just cause.

ARTICLE XXI DURATION

This agreement shall be effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2021.

In witness whereof, the parties hereunto have caused this Agreement to be duly executed by their authorized representatives.

Dated at North Haven, Connecticut, this day of October, 2017.



NORTH HAVEN BOARD
OF EDUCATION



NORTH HAVEN SCHOOL
ADMINISTRATORS ASSOCIATION

DATE 12/19/17

DATE 12/4/17

APPENDIX A Salary Schedule

2018-2019

Position	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	\$149,668	\$152,922	\$156,176	\$159,430	\$163,114
Middle School Principal	\$138,281	\$141,534	\$144,788	\$148,042	\$151,292
Elem. School Principal	\$133,401	\$136,654	\$139,908	\$143,162	\$146,444
H.S Asst. Principal	\$126,351	\$129,605	\$132,858	\$136,112	\$139,573
11 Month Asst. Prin.	\$116,590	\$119,300	\$122,013	\$124,724	\$127,751
M.S. Asst. Principal	\$125,809	\$129,063	\$132,315	\$135,569	\$139,104
Spec. Ed. Supervisor	\$120,386	\$123,639	\$126,893	\$130,147	\$133,585
Athletic Director	\$109,540	\$112,252	\$114,963	\$117,674	\$120,659

2019-2020

Position	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	\$152,811	\$156,134	\$159,456	\$162,778	\$166,539
Middle School Principal	\$141,185	\$144,506	\$147,829	\$151,151	\$154,469
Elem. School Principal	\$136,202	\$139,523	\$142,846	\$146,168	\$149,519
H.S Asst. Principal	\$129,004	\$132,326	\$135,648	\$138,970	\$142,504
11 Month Asst. Prin.	\$119,038	\$121,806	\$124,575	\$127,344	\$130,433
M.S. Asst. Principal	\$128,451	\$131,773	\$135,094	\$138,416	\$142,025
Spec. Ed. Supervisor	\$122,914	\$126,235	\$129,558	\$132,880	\$136,390
Athletic Director	\$111,840	\$114,609	\$117,377	\$120,145	\$123,193

APPENDIX A Salary Schedule

Position	2020-2021				
	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	\$156,020	\$159,412	\$162,805	\$166,197	\$170,037
Middle School Principal	\$144,150	\$147,541	\$150,933	\$154,325	\$157,713
Elem. School Principal	\$139,062	\$142,453	\$145,845	\$149,237	\$152,659
H.S Asst. Principal	\$131,713	\$135,105	\$138,496	\$141,888	\$145,496
11 Month Asst. Prin.	\$121,538	\$124,364	\$127,191	\$130,018	\$133,172
M.S. Asst. Principal	\$131,277	\$134,540	\$137,931	\$141,323	\$145,008
Spec. Ed. Supervisor	\$125,495	\$128,886	\$132,278	\$135,670	\$139,254
Athletic Director	\$114,189	\$117,016	\$119,842	\$122,669	\$125,780

Initial step placement at a position shall be made at the discretion of the Superintendent of Schools. Any administrator who has not reached the top step of his/her classification of the salary schedule shall advance one step on July 1, 2018, July 1, 2019 and July 1, 2020.

AGREEMENT

It is hereby agreed by and between the Board of Education of the Town of North Haven (hereinafter called the "Board") and Robert D. Cronin, Ph.D. (hereinafter called the "Superintendent") that the said Board by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Robert D. Cronin, Ph.D. as Superintendent of Schools and that Robert D. Cronin, Ph.D. hereby accepts employment as Superintendent of Schools of upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling him/her to serve as Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

2. DUTIES:

- A. The Superintendent is the chief executive officer of the board. In harmony with the policies of the Board of Education and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. He/she has the general authority to act at his/her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which his/her powers and duties are not expressly limited or are not particularly set forth. He/she advises the Board on policies and plans that the Board takes under consideration, and he/she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.
- B. The Superintendent or his/her designee as approved by the Board of Education shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except by Board invitation only when matters relating to his/her own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings and he/she or his/her designee may attend such meetings except when matters related to his own employment are under consideration.

3. TERM:

The term of said employment is from July 1, 2017 to July 1, 2020. The Superintendent and the Board of Education agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

- A. Prior to the end of the first year of a three-year agreement, the Board of Education, at the request of the Superintendent, may vote for a new three year agreement.
- B. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board of Education shall vote for a new three year agreement. At least three months prior to that time, the Superintendent shall notify the Board that his/her contract is about to expire and shall provide the Board this contract clause.
- C. Anything in this paragraph to the contrary notwithstanding, the provisions of section 8 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. BASE SALARY:

- A. The annual base salary of the Superintendent for the first year of this agreement shall be One Hundred Seventy Eight Thousand, Five Hundred and Forty Nine dollars (\$178,549) in periodic payments in accordance with the established pay dates for the school district

An additional sum of Fifteen Thousand Dollars (\$15,000) on January 1 of each year, over and above the cash component set forth in section 4.A, as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice; and

The Superintendent's total base annual salary, as set forth in section 4.A, shall be subject to the State Teachers' Retirement Board contribution.

- B. The annual base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract term. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

5. FRINGE BENEFITS:

- A. The Board of Education shall provide the Superintendent with 18 sick days annually cumulative to 240 days. The Board agrees that the Superintendent begins this contract with 5 sick days accumulated. Unused sick days shall not be compensated when employment terminates.
- B. The Board of Education shall provide the Superintendent with 20 vacation days annually, with such days to be taken during the year in which they are earned. Vacation for a partial year of service shall be prorated. The Superintendent may be compensated for up to 5 unused vacation days as of June 30th. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.
- C. The Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Superintendent and his/her dependents with the same health insurance coverage as is provided to a majority of school district administrators at the time this contract is signed. The Superintendent shall pay the same premium cost share as such other administrators. Should said health insurance coverage for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision.
- E. The Board shall provide the Superintendent with term life insurance during the term of this Agreement in the amount of two times annual salary.
- F. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his/her professional duties.
- G. The Board agrees to provide the Superintendent with a monthly stipend of \$300.00 to reimburse the Superintendent for his/her travel expenses incurred in the performance of his/her duties under this Agreement.
- H. The Board shall provide the Superintendent with a cell phone.
- I. The Superintendent shall provide the Board with the results of a medical examination, which shall be limited to certification that the Superintendent is fit to perform the duties of his position.

6. OUTSIDE ACTIVITIES:

- A. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the North Haven Public Schools. Out-of-pocket expenses, as provided for in the

district budget, for such activities will be borne by the Board, and the Board will expect periodic reports on these activities.

- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators and the New Haven Area Superintendents' Association. In addition, the District shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairperson of the Board.
- C. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of his/her responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, he/she shall provide the Chairperson written notice of such activities

7. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his/her performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and board of education relations, and personal and professional qualities and relationships. The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.
- B. The Board shall evaluate the Superintendent within 90 but not less than 60 days prior to the expiration of each year during the term of the agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with him/her in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.

- C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Chairperson of the Board may appoint a committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his/her performance as to such matters, Said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

8. TERMINATION:

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety days, except that the ninety day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
- (1) Inefficiency or incompetence;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;
 - (4) Disability as shown by competent medical evidence;
 - (5) Other due and sufficient cause.
- D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.
- E. In the event the Board seeks to terminate the contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of his/her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that contract termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board which shall be held within thirty (30) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to

his/her own counsel, at his/her own expense. Any time limits established herein may be waived by mutual agreement of the parties.


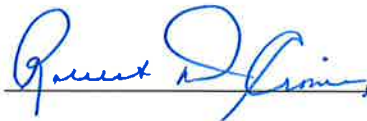
- F. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.
- G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave, vacation and insurance benefits provided in this Agreement.

9. GENERAL PROVISIONS:

- A. If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.
- B. This contract contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Upon signing, it supersedes all prior agreements between the parties.

NORTH HAVEN BOARD
OF EDUCATION

DR. ROBERT D. CRONIN

By  Date 6/23/17
By  Robert D. Cronin, Ph.D. Date 6-23-2017