

AGREEMENT
BETWEEN THE
EAST HADDAM BOARD OF EDUCATION
and the
EAST HADDAM ADMINISTRATORS' ASSOCIATION

July 1, 2015 – June 30, 2018

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ARTICLE 1

RECOGNITION

- 1.1 The Board of Education recognizes the Association as the exclusive bargaining agent for those certified professional employees in the East Haddam School District who are employed in positions requiring an intermediate administrator or supervisory certificate, or the equivalent thereof, and who are not excluded from the purview of CGS 10-153a to 10-153g, inclusive.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of East Haddam including but not limited to the following (refer to sections CGS 10-220, 221, 222 of the Connecticut General Statutes):
 - 2.1.1 To maintain public elementary and secondary schools and such their educational activities as in its judgment will best serve the interests of the Town of East Haddam;
 - 2.1.2 To give the children of East Haddam as nearly equal advantages as may be practicable;
 - 2.1.3 To decide the need for school facilities;
 - 2.1.4 To determine the need and program for the summer school, if any;
 - 2.1.5 To determine the care, maintenance and operation of building, lands, apparatus and other property used for school purposes;
 - 2.1.6 To determine the number, age and qualifications of the pupils to be admitted into each school;
 - 2.1.7 To employ, assign and transfer administrators;
 - 2.1.8 To suspend or dismiss the administrators of the school in the manner provided by statute or ordinance;
 - 2.1.9 To designate the schools which shall be attended by the various children within the town;
 - 2.1.10 To make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable;

- 2.1.11 To prescribe rules for the management, studies, classification and discipline for the public schools;
- 2.1.12 To approve the textbooks to be used;
- 2.1.13 To make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore;
- 2.1.14 To approve plans for school buildings;
- 2.1.15 To prepare and submit budgets to the Board of Finance and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools;
- 2.1.16 To make such transfers of funds within the appropriate budget as it shall deem desirable;
- 2.1.17 These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 3

INSURANCE

- 3.1 Commencing with each work year, the Board of Education agrees to provide for each administrator and any eligible dependent(s) the following insurance benefits with the cost of the premium shared as follows:

2015-16 School Year: 82.0% Board; 18.0% Administrator
 2016-17 School Year: 82.0% Board; 18.0% Administrator
 2017-18 School Year: 82.0% Board; 18.0% Administrator

- 3.1.1 Effective July 1, 2015, the Connecticare HDHP shall be offered with annual deductibles of \$2,000 for single coverage and \$4,000 for two or more person family coverage.
- 3.1.2 The Board will fund an amount equal to forty-nine percent (49%) of the annual deductible for eligible employees. The parties acknowledge that the Board's 49% contribution toward the funding of the HSA is not an element of the underlying 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 plan for retirees or other individuals upon

their separation from employment.

- 3.1.3 The employee will be responsible for opening the HSA and for any bank fees associated with maintaining the HSA account. The Board will make provisions for a before tax direct deposit payroll deduction for employees who choose to use this feature.
 - 3.1.4 The Board will make its contributions into the employee's HSA account in two installments - on September 15 and January 15.
 - 3.1.5 If an employee separates from employment or otherwise ceases to participate in the plan, they will only be entitled to a pro-rated portion of the above defined Board contribution. In accordance with the provisions of the IRS, all contributions into the HSA account are the property of the account holder,
 - 3.1.6 Effective July 1, 2015, an Rx co-pay, once the annual deductible is met, shall be \$0 for generic drugs, \$15 for listed brand name drugs and \$30 for non-listed brand name drugs with an annual cap of \$1,000 for single coverage and \$2,000 for two or more person family coverage.
 - 3.1.7. An HRA shall be made available for any Administrator who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA. The Board of Education has the full intention to provide an HRA in such circumstances, but in the event a Third Party Administrator will not provide an HRA, or the extent it is financially unfeasible to provide an HRA, these individuals will be permitted to enroll in the co-pay plan.
- 3.2 Group dental insurance, individual only, premiums are split 75% Board, 25% individual. The Board of Education retains the right to choose its own dental insurance vendor so long as the coverage is comparable and/or equal to the American Dental Association standards.
 - 3.3 At the time of retirement, to the extent permitted by the Board's insurance carrier and any relevant laws, administrators hired on or before June 30, 2012 have the option of picking up life insurance and other insurance benefits at the group rates and at their own expense. For administrators hired after that date, not more than \$50,000 in life insurance may be purchased, at the group rate, to the extent permitted by the carrier at the time of retirement.
 - 3.4 The Board of Education retains the right to choose its own insurance vendor(s) so long as the coverage is equal to that mutually agreed upon.
 - 3.5 The insurance contributions paid by administrators for health insurance shall be paid by way of a payroll deduction.

- 3.6 Other Insurance: Life and disability insurance is provided at no cost to the employee by the Board.
- 3.6.1 Life Insurance: Life insurance for administrators shall be 3x salary to the nearest \$1000.
- 3.6.2 Disability Insurance: Administrators will receive disability insurance provided they are insurable, per calendar year insuring salaries up to \$5,000 per month.
- 3.8 If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 4980I, and/or any other local, state or federal statute or regulation, the Board and the Association shall share proportionally in any such tax. The Board's percentage of the tax shall be 82% and the Administrator's percentage shall be 18% of the tax. The Board also shall be permitted to offer a lower cost plan option that will either reduce the excise tax or which will fall below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s) at the same employee contribution percentages described above for the High Deductible Plan.

ARTICLE 4

LEAVE

4.1 Sick Days

- 4.1.1 There shall be seventeen (17) sick days leave per year. This leave is cumulative up to 260 days for a 12 month administrator or 210 days for a 10 month administrator as long as the administrator remains continuously in the service of the East Haddam Board of Education.
- 4.1.2 Sick days granted under this Article will be based upon available work days; e.g., if an assistant principal were to work 140 out of the possible 210 days, he/she would be entitled to $140/210 \times 17$ (rounded to the nearest whole) or 11 sick days.

4.2 Personal Days

- 4.2.1 The Superintendent's judgment must be exercised in every request for personal leave.
- 4.2.2 Personal leave will be granted for critical illness or death in the immediate family, and for illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside. Immediate family means: husband, wife, children or other members of the same home: father, mother, sister, grandparents, father-in-law, mother-in-law, brother.
- 4.2.3 Personal leave will be granted for religious holidays.

- 4.2.4 Personal leave will not normally be granted for other reasons except when the administrator is able to clearly demonstrate that the reason for his/her request is of such importance that to deny him personal leave will result in financial, legal, or personal hardship. When leave is granted under this section, the administrator will be expected to return to his/her position as soon as possible.
- 4.2.5 Additional days may be granted without pay, and the per diem pay of the administrator's regular salary will be deducted per day.
- 4.2.6 Administrators shall be notified in writing when personal days are granted.
- 4.2.7 Each administrator will be allowed a maximum of six (6) personal leave days each year, non-cumulative. Two personal leave days may be used for appropriate purposes without the need to submit the reason for prior approval. Such day cannot, however, be used before or after spring, winter, and Christmas school vacations, or during June.

4.3 Professional Days

- 4.3.1 Administrators, at the discretion of the Superintendent, will be reimbursed for conferences deemed appropriate for professional growth.

ARTICLE 5

VACATION DAYS/HOLIDAYS

- 5.1 Twelve month school administrators are entitled to 25 days maximum vacation time per fiscal year. Such time may be taken during the summer vacation period or during the school year vacation periods subject to prior approval of the Superintendent of Schools.
- 5.2 In the event all vacation time is not used in any fiscal year, up to ten days may be carried over for use during the following fiscal year subject to the approval of the Superintendent of Schools. At no time can there be more than 35 days of vacation time accrued. Up to 5 vacations days may be financially reimbursed based upon the per diem rate.
- 5.3 Holidays include: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, and Christmas. If school is in session on Veterans' Day, twelve month administrators will be provided with a floating holiday.
- 5.4 Upon death or retirement from the East Haddam School District, and in accordance with TRB regulations, an administrator who has been employed in the East Haddam School District for ten or more years of active service as an administrator will be paid the equivalent of 25% of his/her accumulated sick days; 20 or more years of active service as an administrator will be paid the equivalent of 50% of his/her accumulated sick leave, based on 1/225 or 1/210 depending on the calendar year. The administrator will be paid

in two equal installments over a two-year period beginning on July 1st of each year. In case of death, benefits will be paid to the administrator's estate. This retirement benefit does not apply to any administrator hired by the Board after September 1, 2008.

- 5.5 In accordance with the terms of the 2009 furlough day Memorandum of Understanding, the Board shall reimburse each Administrator who participated in the one (1) day furlough during the 2009-10 school year upon receipt of the Administrator's letter of resignation/retirement from the District. The reimbursement paid shall be equal to one (1) day's pay at the per diem rate of pay effective during the year of the Administrator's retirement/resignation.

ARTICLE 6

WORK YEAR

- 6.1 School principals and the Director of Pupil Services shall work a 12-month year. They are entitled to vacation benefits as outlined in Article 5.
- 6.2 Assistant principals shall work 210 days. There are no paid vacation days. The scheduling of workdays on non-school days will be subject to the prior approval of the Superintendent of Schools or his/her designee.
- 6.3 The Board recognizes that an administrator's talents are not utilized to the best advantage in substitute calling and, therefore, will not utilize administrators in this assignment.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Purpose

7.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.

7.1.2 Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the administration.

7.2 Definitions

7.2.1 A "grievance" shall be defined as a complaint by an administrator or a group of administrators that there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this contract to the detriment of the administrator or administrators concerned.

- 7.2.2 The term "administrator" as used in this grievance procedure shall mean any certificated employee within the bargaining unit covered by this agreement.
- 7.2.3 A "grievant" shall mean any person directly affected by an alleged violation, misinterpretation, or a misapplication of a specific provision or provisions of this agreement who then files a grievance.
- 7.2.4 The term "days" shall be defined as days when school is in session.

7.3 Procedure

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

A. LEVEL ONE - Informal Procedure

Prior to filing a complaint, any individual administrator may discuss the situation with any other administrator in an attempt to informally resolve the situation.

B. LEVEL TWO - Superintendent

Within ten (10) days after an administrator knew or should have known of an alleged grievance, he/she must file a written complaint with the Superintendent of Schools identifying the specific contract language which the grievant alleges has been violated, misinterpreted or misapplied. Within ten (10) days after receiving the written grievance by the Superintendent, the Superintendent shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent shall render his/her decision in writing. If for any reason the Superintendent does not render his/her decision in writing within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievance can be appealed to Level Three.

C. LEVEL THREE - Board of Education

An appeal to this level must be made in writing within five (5) days after the Superintendent renders his/her decision or within five (5) days after the ten (10) day period set forth in Level Two for rendering a decision has

expired. The written appeal must repeat all of the information specified in the complaint submitted to the Superintendent. In the event the grievant disagrees with the decision of the Superintendent, he/she must specify in detail the reason or reasons for his/her disagreement with the Superintendent's decision.

The Board of Education shall, at its next regularly schedule meeting, either allow the grievant to address the Board to explain his/her position or schedule a meeting within ten (10) days in which the entire Board or a designated committee of the board or its subcommittee and the grievant, the Board shall render its decision. If, for any reason, the Board does not render its decision within such time period or, if the Board renders its decision and the grievant wishes to appeal such decision, an appeal may be made to the next level of the grievance procedure.

D. LEVEL FOUR - Binding Arbitration

If the grievant is not satisfied with the disposition of his/her grievance at Level Three he/she may, within five (5) after the decision, or within five (5) days after the Board meeting, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

The Association may, within five (5) days after the receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

The Chairman of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is experienced and impartial and a person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall be immediately called upon to select the single arbitrator.

The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of previous hearings, and shall hold such further hearings with the grievant and other parties in interest as he/she shall deem requisite.

The arbitrator shall, within thirty (30) days after his/her selection, render his/her decision in writing to all parties in interest, set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest. The arbitrator shall have no power to amend, add to, or delete from any of the specific terms of this Agreement.

The cost of arbitration shall be shared equally between the Board and the Association.

7.4 Waiver

7.4.1 If a member of the unit does not file a written complaint within the time limits specified herein, then such grievance shall be waived permanently if the grievance concerned an individual occurrence or, if such grievance is of a recurring nature, the waiver shall be in effect for one full calendar year.

ARTICLE 8

TUITION REIMBURSEMENT

8.1 The Board of Education shall provide tuition payment for a minimum of one and a maximum of three courses per administrator per year according to the following limits and criteria:

8.1.1 Eligibility for reimbursement:

- a. The administrator shall have been in the employ of the East Haddam Board of Education for one year.
- b. The administrator must hold a Professional certificate as an administrator.

8.1.2 Criteria for courses for which reimbursement will be paid:

- a. A job-related graduate level course, either in a planned program or an individual course.
- b. All courses must be approved by the Superintendent prior to the beginning of the course.

8.1.3 Tuition reimbursement is limited to a cap of \$6,000 for the group per contract year. Reimbursements shall be made by June 1st of the contract year in which the course was taken.

8.2 The administrators have the right to make a request to the Board of Education for compensation for one additional course.

ARTICLE 9

SALARIES

9.1 Salaries for the 2015-16 school year are outlined in Appendix A-1 and reflect a 2.5% general wage increase to all positions and classifications..

- 9.2 Salaries for the 2016-17 school year are outlined in Appendix A-2 and reflect a 2.5% general wage increase to all positions and classifications..
- 9.3 Salaries for the 2017-18 school year are outlined in Appendix A-3 and reflect a 2.5% general wage increase to all positions and classifications..
- 9.4 All of the above salaries are subject to an acceptable evaluation given by the administrator's immediate supervisor by June 30 of each school year.
- 9.5 If any of the above positions become vacant, the Board of Education reserves the right to negotiate a salary not more than 10% nor less than 10% of the present stipulated salary.
- 9.6 The Board will contribute, in matching funds, in each of the years of this Agreement to an annuity plan* chosen by the administrator. The amount contributed shall be \$4,065.
- 9.7 There shall be electronic deposit of paychecks.

ARTICLE 10

REDUCTION IN FORCE

- 10.1 For purposes of this Article, a reduction in force occurs when the Board of Education reduces the number of administrators in the bargaining unit.
- 10.2 A non-tenured administrator's employment can be terminated as a result of a reduction in the force only if no vacancy exists in a certified position for which the administrator is qualified.
- 10.3 The determination of whether an administrator is qualified for the purposes of this provision shall be based upon the administrator's certification, performance (as determined from written evaluations), training, experience, academic background and the needs of the school system. Notwithstanding the above, an administrator shall not be considered qualified for an administrative position unless the administrator has previously acceptable experience within such position. As between two equally qualified administrators, the senior administrator shall be given preference. Seniority for the purposes of this provision shall be based on administrative service in the East Haddam school system. Nothing herein requires the placement of an administrator in a position of higher rank or compensation.

* The following comes from Connecticut TRB and is included for informational purposes only: An Administrator's "Base Salary" is defined as that element of compensation specifically and separately stated and paid to the Administrator pursuant to an individual contract of employment in installments throughout the term of the contract, except that if any portion of such separately stated salary is deferred by means of a legally binding salary reduction agreement for the purpose of making payments to a tax sheltered annuity, such deferred salary shall be included in the Administrator's base salary. A tax-sheltered annuity that is paid by the employee through a reduction in salary (elective deferral) is included for CTRB salary purposes. Any annuity contribution based on a percentage of salary or as a stated dollar amount paid or purchased by the Board of Education directly to a financial institution is additional compensation (non-elective deferral) and is not included for CTRB salary purposes.

10.4 Recall Procedure

- 10.4.1 The name of any administrator whose employment has been terminated because of a reduction in force shall be placed on a reappointment list and remain on such list for one (1) year provided such administrator does not refuse an appointment to an administrative position of comparable pay to that previously held and provided such administrator applies, in writing, by certified or registered mail for the retention of his/her name on said list on or before June 1st of each year subsequent to his/her termination.
- 10.4.2 No new administrator shall be hired for an administrative position until all qualified persons on the reappointment list have been offered the position in accordance with Section 10.4.3 and have declined the offer (see Section 3 for definition of "qualified"). In determining the order in which offers of reappointment will be made to qualified persons, preference shall be given to those earlier terminated.
- 10.4.3 A qualified administrator on the reappointment list shall receive a written offer of reappointment by registered or certified mail to his/her last known address. The administrator shall accept or reject the appointment within ten (10) days.
- 10.4.4 In the event an administrator is recalled to an administrative position, such administrator shall have his/her accumulated sick leave at the time of termination restored to him/her.

ARTICLE 11

ASSIGNMENTS

- 11.1 The Association recognizes that the assignment of administrative personnel within the school system will be made upon the recommendation of the Superintendent of Schools and approval of the Board.
- 11.2 Normally by June 30, the Superintendent shall notify administrators, in writing, of their assignments for the coming year including the school and position to which they will be assigned; however, unusual circumstances such as those caused by summer resignations, adjustments in administrative assignments may be made after June 30.
- 11.3 When an administrator is notified of a change in assignment, conference with the Superintendent and an Association representative to discuss the reasons for the reassignment may be requested and must be granted.

If a change in assignment occurs for an existing Administrator during the work year and results in an administrator being assigned to a lower-paying classification, the administrator shall retain his/her former rate of pay until the end of that year.

If a new Administrator is hired and a change in assignment occurs before the start of the school year, which results in the newly hired administrator being assigned to a lower-paying classification, the newly hired administrator shall be paid in accordance with the lower-paying assignment and classification.

ARTICLE 12

ADMINISTRATIVE RESPONSIBILITY

- 12.1 The school principal or his/her designee should be present at school functions.

ARTICLE 13

ASSOCIATION/ADMINISTRATOR RIGHTS

13.1 Dues Deduction and Service

13.1.1 Conditions of Continued Employment

All administrators employed by the Board shall, as a condition of continued employment, join the EHAA or pay a service fee to the EHAA. Said service fee shall be equal in amount to the membership dues of the EHAA except in the case of administrator employed for less than half time. Such administrator's fee shall be half the amount of EHAA membership dues.

13.1.2 Deductions

The Board agrees to deduct from each administrator an amount equal to the EHAA membership dues or service fees by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total EHAA membership dues or service fees divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of EHAA membership dues or service fees shall be certified by the EHAA to the Board in writing not later than June 15 of each year of this contract, said certification to be in effect from the following July 1 to June 30.

13.1.3 Subsequent Employment

Those administrators whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

13.1.4 Forwarding of Monies

The Board agrees to forward to the EHAA each month a check for the amount of money deducted during that month. The Board shall include with such check a list of administrators for whom such deductions were made.

13.1.5 Save Harmless

The EHAA shall indemnify and hold the Board and the Town of East Haddam harmless against any and all claims, demands, liabilities and lawsuits which may arise out of or by reason of actions taken by or against the Board and the Town of East Haddam as a result of the administration or enforcement of this Article.

ARTICLE 14

AMENDMENT

- 14.1 This Agreement shall not be altered, amended or changed except by mutual consent, in writing, signed by both the Board and the Association.

ARTICLE 15

SAVINGS CLAUSE

- 15.1 Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of this Agreement shall continue in force.

ARTICLE 16

DURATION OF AGREEMENT

- 16.1 Except as noted below, this Agreement shall be binding on the Board, the Association, and the employees from July 1, 2015 to June 30, 2018.
- 16.2 The Board and the Association agree to meet and negotiate in good faith pursuant to 10-153b through 10-153f, inclusive (CGS) to secure a successor agreement.

ARTICLE 17

SIGNATURE BLOCK

17.1 In witness whereof, the parties have hereunto set their hands at East Haddam, Connecticut, the _____ day of _____, 2014.

Nancy J. Haslam
Chairman, East Haddam Board of Education

11/12/2014
Date

J. H. H.
East Haddam Administrators' Association

10/27/14
Date

APPENDIX A - 1

SALARIES FOR 2015-16

Principal, Nathan Hale-Ray High School	\$134,251
Principal, Nathan Hale-Ray Middle School	\$134,356
Principal, East Haddam Elementary School	\$131,526
Director, Pupil Services	\$134,204
Assistant Principal, Nathan Hale-Ray High School	\$120,652
Assistant Principal, Nathan Hale-Ray Middle School	\$120,233
Assistant Principal, East Haddam Elementary School	\$108,860

*Note – these are all FTE rates.

APPENDIX A - 2

SALARIES FOR 2016-17

Principal, Nathan Hale-Ray High School	\$137,607
Principal, Nathan Hale-Ray Middle School	\$137,715
Principal, East Haddam Elementary School	\$134,814
Director, Pupil Services	\$137,559
Assistant Principal, Nathan Hale-Ray High School	\$123,668
Assistant Principal, Nathan Hale-Ray Middle School	\$123,239
Assistant Principal, East Haddam Elementary School	\$111,582

*Note – these are all FTE rates.

APPENDIX A - 3

SALARIES FOR 2017-18

Principal, Nathan Hale-Ray High School	\$141,047
Principal, Nathan Hale-Ray Middle School	\$141,158
Principal, East Haddam Elementary School	\$138,184
Director, Pupil Services	\$140,998
Assistant Principal, Nathan Hale-Ray High School	\$126, 760
Assistant Principal, Nathan Hale-Ray Middle School	\$126,320
Assistant Principal, East Haddam Elementary School	\$114,372

*Note – these are all FTE rates.