

CONTRACT
BETWEEN
THE CROMWELL BOARD OF EDUCATION
and
CROMWELL SCHOOLS ADMINISTRATORS' UNIT

July 1, 2013- June 30, 2016

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**CONTRACT
BETWEEN
THE CROMWELL BOARD OF EDUCATION
and
CROMWELL SCHOOLS ADMINISTRATORS' UNIT**

This Agreement is made and entered into by and between the Board of Education of the Town of Cromwell and Cromwell Schools Administrators' Unit.

Definitions:	"Board"	Board of Education of the Town of Cromwell.
	"Unit"	Cromwell Schools Administrators' Unit.
	"Superintendent"	Superintendent of Schools for the Board of Education of the Town of Cromwell or his/her designee.
	"Member"	Any member of the bargaining unit as defined in Article I.

**ARTICLE I
RECOGNITION**

- 1.1 Subject to and in accordance with the law, the Board recognizes the Cromwell Schools Administrators' Unit for purposes of professional negotiation as the exclusive representative of the bargaining unit, comprised of all building administrators and the Director of Special Services, and the Director of Curriculum and Instruction.

**ARTICLE II
GRIEVANCE PROCEDURE**

- 2.1 Definitions:

- 2.1. A "grievance" is

- (a) a claim based on an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement; or
- (b) a claim that a member has been treated unfairly or inequitably or that there has been a violation, misinterpretation or misapplication of Board policies or practices.
- (c) a claim that the Superintendent has violated a procedure contained within the administrators' evaluation plan. Nothing herein shall be interpreted to provide a right to any administrator to file a grievance regarding the contents, merits, or any aspect of any administrator's evaluation except for procedural violations.

2.1.2 The term "administrator" as used in this Article shall mean any member of the Unit or the Unit itself.

2.1.3 The term "days" shall mean regular working days, including seasonal vacation days.

2.2 Time Limits:

2.2.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

2.2.2 Failure of the grievant at any step to appeal the grievance to the next step within the specified time limits shall make the last decision rendered final.

2.2.3 Failure of the Board or its agents to render a decision within the specified time limits shall be deemed to be a denial of the grievance submitted, and the grievant may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day upon which the time period for response had expired.

2.3 Informal Procedures:

2.3.1 Any employee who decides, either alone or after seeking the assistance of the Unit, that such employee has a grievance shall discuss it with the Superintendent of Schools in an attempt to resolve the matter informally at that level.

2.3.2 If such discussion does not lead to agreement, the administrator may pursue the formal procedures set forth below.

2.4 Formal Procedure:

2.4.1 Level One - Superintendent

An administrator shall file a grievance in writing with the Superintendent within twenty (20) days of the time he knew or reasonably should have known of the event or condition giving rise to the grievance. The grievance shall set forth:

- (a) the nature of the grievance;
- (b) the remedy requested; and
- (c) a reference to the provision of the contract which the employee claims has been misinterpreted or misapplied.

The Superintendent shall give his/her decision to the grievant in writing within ten (10) days of receipt of the written grievance.

2.4.2 Level Two - Board of Education

If the grievant is not satisfied with the disposition of his grievance at Level One, he or his Unit representative shall file said grievance with the Board of Education within ten days of receipt of the decision at Level One. The Board of Education shall meet with the grievant and the Superintendent within fifteen days of receipt of the written grievance or of the next regularly scheduled Board meeting, whichever is later. The Board shall render a decision in writing within ten days of said meeting. For grievances as defined in Section 2.1.1(b) and Section 2.1.1(c) the Board's decision shall be final. These grievances shall not proceed to Level Three - Arbitration.

2.4.3 Level Three - Arbitration

- a. If the grievant is not satisfied with the disposition of a grievance as defined in Section 2.1.1(a) at Level Two, he may notify the Board and the American Arbitration Association of his request for arbitration within fifteen days of the decision at Level Two. Said arbitration shall be held in accordance with the rules and procedures of the American Arbitration Association.
- b. The arbitrator shall have no power to alter, amend or modify any of the terms of this Agreement. The parties recognize that the Board is legally charged with the responsibility for operating the school system. The sole power of the arbitrator shall be to determine whether there has been a violation, misinterpretation or misapplication of any of the specific terms of this Agreement. The arbitrator shall hear one grievance in each case, and he or she shall be bound by and must comply with all of the terms of the contract.
- c. The arbitrator shall render his decision within thirty days of the close of the arbitration proceeding. The arbitrator's decision shall be final and binding on the grievant, the Unit and the Board.
- d. The cost of arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Unit.

ARTICLE III TRANSFERS AND ASSIGNMENTS

- 3.1 Administrators may request a transfer to a new or vacant position within the bargaining unit as follows:
- 3.1.1 The Superintendent shall notify administrators of new or vacant positions by a notice in the school buildings or, alternatively, by letter to the Unit President.
 - 3.1.2 The Board will not fill the vacancy or new position for at least seven (7) days after such position is publicized or the Unit is notified. An administrator may submit his or her name for consideration at any time, but such submission shall not prevent the Board from filling the position with a person from outside the bargaining unit after the expiration of seven (7) days.

ARTICLE IV DISMISSALS AND REDUCTION IN FORCE

- 4.1 The Board reserves the right to dismiss administrators for cause, provided that in cases of such dismissal, the provisions of Connecticut General Statutes Section 10-151 shall apply and the affected administrator shall not have the recourse to the grievance procedure.
- 4.2 The Board reserves the right to layoff administrators as the Board in its sole discretion may determine. In making layoffs or reassignments, the Board shall consider the following criteria:
- 1. Qualifications, as determined by certification, educational background and administrative experience, within or outside the Cromwell School System.
 - 2. Administrative performance as determined by the annual evaluations.
 - 3. Length of administrative service in Cromwell.
 - 4. Type of certification.
- The Board shall notify the affected administrator within seven (7) days of the decision, and such notice shall be given at least sixty (60) days prior to the effective date of layoff. The reassignment of an administrator to a teaching position does not constitute a layoff.
- 4.3 The name of an administrator who has been laid off shall be placed on a reappointment list and remain on such list for three years provided such administrator applies in writing by registered mail for retention of his name on said list on or before June 1 of each year subsequent to his termination.

- 4.4 Administrators on the reappointment list shall be given prime consideration for vacancies in positions for which they are qualified and certified or immediately certifiable. In cases where more than one administrator on the reappointment list is certified or immediately certifiable for a particular position to be filled, the criteria in paragraph 4.2 shall guide the Board.
- 4.5 No administrator who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he remains on the reappointment list. However, an administrator who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff shall be credited as years of service for compensation or retirement purposes.
- 4.6 It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in Connecticut General Statutes, Section 10-151 as amended, and in no other manner, including the grievance procedure under this Agreement.

ARTICLE V SALARIES

- A. The salary for the positions covered by this contract shall be set forth in Appendix A which is attached hereto and made a part of this Agreement.

ARTICLE VI CONDITIONS OF EMPLOYMENT

6.1 Administrative Year

- 6.1.1 For the purposes of establishing equitable rates of pay for all employees who are members of the Administrators' Unit, an Administrative Year shall be twelve (12) months with 22 days of vacation time whenever February vacation is eliminated from the school calendar. During extended seasonable vacations (Christmas, Spring), all members of the Unit will work a minimum of two (2) days during one of the seasonal vacations and three (3) days during one of the seasonal vacations, to be designated by mutual agreement between the Superintendent and the Administrator. Vacation times requested by members of the Unit shall be subject to approval by the Superintendent. For purposes of computation, the work year shall be stated as 222 days.

- (A) All members of the Unit will be entitled to all legal holidays, provided the Board does not schedule the teaching staff to work on these days:

Labor Day	Martin Luther King Day
Columbus Day	President's Day
Veteran's Day	Good Friday
Thanksgiving Day and the Friday following	Memorial Day
Christmas or the working day following if Christmas falls on a weekend	July 4 th
New Year's Day	One floating holiday.

- 6.1.2
- (A) With advance notification to the Superintendent, members of the Unit may carry over twelve (12) vacation days from the year in which they were earned to the succeeding year, but the total of all vacation days, including time carried over, shall not exceed thirty (30) days.
 - (B) If an administrator is called into work while on vacation by the Superintendent, he/she shall be compensated at his/her per diem rate for each day he/she is required to work.
 - (C) Upon retirement or resignation from the Cromwell School System, each administrator shall be paid for all unused accumulated vacation days at the current per diem rate.
 - (D) Administrators who retire from the Cromwell Public School System under the State Teacher Retirement system or who resign from the Cromwell Public School System with fifteen (15) years of service to Cromwell shall be reimbursed at the current per diem rate for one quarter (1/4) of unused sick days to a maximum of thirty (30) days.

6.2 Administrative Day

- 6.2.1 Each member shall carry out his/her professional responsibilities to the extent required by the education program of the Cromwell Board of Education.
- 6.2.2 In the event school closes due to inclement weather, the Superintendent may excuse an administrator from reporting to school if, due to weather conditions, it would be impossible or unreasonable for the administrator to report.

6.3 Pay Credit

- 6.3.1 Any member or the designated beneficiary of the estate, in absence of a beneficiary, shall receive, in the event of separation of employment or death, any pay earned within two weeks of the date of such separation or

death. Pay shall be earned pro rata, week for week, during the twelve (12) month employment year.

6.4 Leaves

Members shall enjoy the following leave benefits:

6.4.1 Sick Leave

- A. All certified professional employees shall be granted annually, twenty (20) days of sick leave with full pay. Sick leave shall be accumulative to two hundred twenty-two (222) days.
- B. With the first paycheck each school year, each member will be notified as to his current number of accumulated sick leave days.
- C. Sick Leave Bank

For the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, the Board and the Unit established a Sick Leave Bank .

- 1. Participation by members of the Unit shall be voluntary. Administrators may contribute up to ten (10) days of accumulated sick leave each year to the Bank.
- 2. The Bank shall be administered by a committee consisting of the Superintendent or his designee, one representative selected by the Unit, and one representative selected by the aforementioned committee members. This committee shall consider the eligibility of administrators to draw from the Bank.
- 3. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of an administrator to draw from the Bank and determining the amount of leave:
 - a) An administrator must have completed two (2) years of service in Cromwell.
 - b) An administrator must have used up all of his or her accumulated sick leave.
 - c) An administrator must submit competent and timely evidence that the leave is necessary due to serious and lengthy illness that is not covered by workers' compensation.

4. Upon compliance with Section 3, above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank. The cumulative total of the two (2) grants shall not exceed 100 days. In any event, administrators shall be eligible to receive no more than 100 days from the Sick Leave Bank in any three-year period.
5. The decisions of the Sick Leave Bank Committee shall be final and binding and shall not be subject to the grievance procedure or arbitration.

6.4.2 Personal Leave:

- A. Each member of the bargaining unit may receive full pay for a maximum of five days (5) in any school year for absences caused by death in the immediate family (including attendance at the resulting funeral), care of ill members of the immediate family, religious holidays, compulsory legal matters, birth or adoption of a child, and for other reasons as approved by the Superintendent of Schools. The immediate family shall be defined to include parents, spouse, child, siblings, grandparents, spouse's parents, legal guardian, and any relatives living in the employee's household. Under unusual circumstances, the Superintendent of Schools may, in a particular instance, extend the definition of immediate family to include relatives other than those numerated above or extend the maximum allowance of five (5) days per year.
- B. To qualify for such leave, the member must request it through the Superintendent of Schools stating reasons and whenever possible must make the request at least seventy two (72) hours in advance.
- C. Officers and other representatives of the Unit may be granted leave with full pay to attend administrative hearings or judicial proceedings related to negotiation or administration of the collective bargaining agreement, or to attend to other Unit business if approved by the Superintendent. Whenever possible, the Unit shall provide the Superintendent with the names of members who the Unit wishes to attend at least 48 hours prior to the meeting.
- D. The Board may in its discretion grant a long term leave of absence without pay and without salary advancement for one school year, for the following reasons:
 1. Illness or disability beyond accumulated sick leave.
 2. Serious extended illness in the immediate family.

3. Study or research not qualifying for sabbatical leave.
4. Other personal problems necessitating extended absence from school.

6.4.3 Parenthood Leave:

- A. The Board agrees that it will (1) not terminate a woman's employment because of her pregnancy, (2) grant to said employee a reasonable leave of absence for disability resulting from such pregnancy; and (3) grant to said employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of sick leave benefits accrued. Upon signifying her intent to return, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credit.
- B. In lieu of accepting disability leave for maternity purposes under Paragraph A, a member with three or more years of service and who so requests in writing prior to August 1 shall be granted a leave of absence for childrearing purposes for the entire following school year. Such leave shall be without pay, but upon return, such pay shall be reinstated, including benefits accrued prior to the leave. This paragraph shall apply to parents who expect birth of a child or adoption of a child within the period of leave, and shall be available to both male and female members. Leave of absence under this paragraph may be granted to non-tenure members at the absolute discretion of the Board.

6.4.4 Conference Leave:

- A. When it is evident that convention or conference attendance or the observation of an activity in another school system will contribute to the effectiveness of a member of the Administrators' Unit, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school system without loss of pay.
- B. The Board agrees to reimburse all members attending a convention or conference, or observing activities in another school system for reasonable and necessary expenses, including registration, travel and lodging. The member and the Superintendent shall agree prior to the leave as to what categories of expenses are appropriate for reimbursement under the circumstances. The decision of the Superintendent regarding approval shall be final and shall not be subject to the grievance procedure. This shall not preclude approval of unanticipated

expenses after the conference. Social expenses are not reimbursable.

- C. The Board will set aside \$4,000 annually in a professional development account for members to attend out of state conferences. If the account is not fully expended in one year it shall not carry over to the next year's account. Despite the set-aside of this fixed amount of money, the Superintendent shall exercise his/her discretion in granting member requests for approval of out of state conference, and his/her decisions shall be final and shall not be subject to the grievance procedure.

6.4.5 Sabbatical Leave:

The Superintendent shall review and may approve worthwhile programs or independent work which would benefit the Cromwell School System and enhance the professional growth of the member, subject to the following conditions:

- A. No more than one (1) administrator shall be absent on sabbatical leave at any one time.
- B. Members applying for sabbatical leave must have served six years in the Cromwell Schools by the time the sabbatical leave will go into effect. All applicants must apply to the Board of Education prior to December 1st for the following academic year. It is understood that the deadline of December 1st shall be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.
- C. The member shall be eligible for another sabbatical leave after another six year period.
- D. Members on sabbatical leave may be paid up to 100% of their annual salary rate for a full year's leave, but in no case shall members on sabbatical leave receive less than two-thirds their annual rate for a full year's leave. The decision to pay the member more than two-thirds (2/3) shall be within the discretion of the Board of Education, based upon evidence of need as submitted by the applicant. In any case where sabbatical leave is granted, the total compensation sabbatical leave pay shall not exceed the member's full annual salary rate. Full annual salary rate shall be defined as that salary from which retirement is deducted.
- E. Applicants shall provide the reason for applying for such leave and submit a detailed outline of the program to be pursued, including letters of acceptance and any other pertinent information.

- F. Awards will be made not later than the first of February for the December 1 application.
- G. The member returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he had been in active service in the system for the year of the sabbatical leave. The sabbatical leave shall not affect continuity of service for accrual of seniority toward longevity benefits.
- H. The member, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the System for three (3) full years. In the event he or she shall not so return, the member shall reimburse the Board of Education fully for all sabbatical payments. If the member returns for only one year, he shall reimburse the Board two-thirds of all sabbatical payments. If the member returns for only two years, he shall reimburse the Board one-third of all sabbatical payments. Prior to taking a sabbatical leave, the member shall execute a note promising to repay the Cromwell Board of Education all sabbatical payments if the member fails to return or to work the required number of years as required in this Section.
- I. A member on sabbatical is entitled to all contract benefits.
- J. The granting of sabbatical leave shall remain in the sole discretion of the Board and shall not be subject to the provisions of the grievance procedure.

6.4.6 Jury Duty Leave

Employees shall notify the Superintendent in writing not later than three (3) calendar days following receipt of notice of jury duty. Such employees shall be granted paid jury duty leave for the statutorily required period provided the employee furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.

6.5 Insurance Benefits

Medical: *“HDHP” refers to the High Deductible Health Plan with the HSA (Health Savings Account) and “Traditional” Point of Service (POS) Plan refers to the plan that is NOT a HDHP. Both are PPOs and utilize the same Century Preferred Provider Network.*

The Board agrees to fund 50% of the applicable HSA deductible amount during the 2013-2016 contract work years. The Board shall deposit the deductible contribution amounts into the administrator's Health Savings Account on the first payroll date in July for 12-month employees. The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the administrator to pay his/her insurance premium contributions on a pre-tax basis.

(i) HDHP Plan

Plan Features	2013-2016
Annual deductibles	\$2,000/\$4,000
In-network co-insurance	100%
Out of network co-insurance	80%/20%
In Network out of pocket maximums	\$2,000/\$4,000
Out of Network out of pocket maximums	\$4,000/\$8,000
Preventative Care Rider	100%
Prescription Drugs	\$10 / \$25 / \$40 after deductible

(ii) HDHP plan is the base insurance plan for eligible administrators.

Administrators shall contribute the following towards the cost of the annual premium of the CTCare Point of Service Plan ("POS") during the term of this Agreement:

An amount equal to the difference between the Board's total contribution for similar coverage under the High Deductible Plan, including the cost of the deductible contribution, and the annual cost of POS coverage. For example, if the Board contributes 85% of a \$17,000 premium for family coverage under the HDHP, and contributes \$2,000 towards the annual deductible, the Board's total cost is \$16,450. If the annual premium for the POS costs \$23,000, the employee would be responsible for the difference between the Board's costs for the HDHP plan and the cost of the POS plan - \$6,550. Part-time administrators who choose to participate in the POS shall contribute towards the annual premium on the basis of the percentages defined in Article XXV or the amount determined via this contract section, whichever is higher.

(iii) Premium cost share percentages for HDHP

2013	13.5%
2014	14.0%
2015	15.0%

<u>Medical Benefit</u>	<u>2013-2016</u>
Office Visit (general)	\$25
Office Visit (specialist)	\$40
Inpatient Hospital	\$500
Emergency Room	\$150
Outpatient Surgery	\$300
OON deductible	\$500 / \$1,000 / \$1,500
OON co-insurance	30%
OON cost share max	\$1,000 / \$2,000 / \$3,000

<i>Rx Benefit</i>	<i>2013-2016</i>
Public Sector Rx Plan	Managed Rx Plan
Co-pay levels \$10/\$25/\$40	\$15 / \$30 / \$45
Mail Order Co-Pay	2.5x

- A. Group Life Insurance coverage in the amount of two times the administrator's annual salary for all members
- B. The Board shall offer group disability insurance, the entire cost of the premiums to be borne by the unit members electing to take such coverage.
- C. The Board shall provide \$200 annually to each member for the purpose of purchasing additional health benefits. Board shall make payment, once per year, directly to the insurance provider chosen by each member. The Board will not be responsible for any increase in the cost of any benefit purchased by the administrator.
- D. The premium cost sharing for the dental insurance plan shall be:
2013 17%
2014 18%
2015 19%

6.5.2 Insurance carriers may be changed at any time providing the overall level of benefits remains equivalent. At least sixty (60) days prior to changing carriers, the Board or its designee shall notify the President of the Union in writing. Upon request, the parties shall meet to discuss the proposed change.

6.5.3 Administrators who retire and who are eligible for immediate benefits under the State Teacher Retirement System, may continue to participate in Board-sponsored group health insurance plans to the extent required by law at their own expense.

6.5.4 Dependent Care Reimbursement Account

The Board has established a Reimbursement Account plan (the "RA Plan") for the purpose of enabling eligible administrators to divert a portion of their gross salaries into an account from which, during the course of the Plan Year, they can be reimbursed for Dependent Care costs they incur during the plan year.

The Board has established a Dependent Care Reimbursement Account for administrators. The Reimbursement Account was established under applicable tax laws for the purpose of assisting participating members in funding eligible child care expenses and certain costs associated with the care of a dependent child, spouse or parent. Pre-tax contributions will be made by payroll deduction and the contributions are allocated to an account maintained on the participant's behalf."

6.6 Salary Payment

Members' salaries shall be paid in twenty-six payments which shall be on a bi-weekly basis.

6.7 Payroll Deductions

- 6.7.1 In addition to those payroll deductions required by law, the Board will make payroll deductions as authorized in advance and in writing by members of the unit.
- 6.7.2 The Board shall cooperate with the Unit in implementing a voluntary tax-sheltered annuity program, whereby members may authorize payroll deductions for contributions to such a program.
- 6.7.3
 - A. Condition of employment: All administrators employed by the Cromwell Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be not greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment. The fee shall be set and administered in accordance with law.
 - B. Deductions: The Cromwell Board of Education agrees to deduct from each administrator's bi-weekly salary an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association 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 Association membership dues

and service fees shall be certified by the Association to the Board of Education prior to the opening of school each year.

- C. 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.
- D. Forwarding of Monies: The Board of Education agrees to forward to the Association 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.
- E. Save Harmless: The Association shall indemnify and save the Board and/or Town of Cromwell harmless against all claims, demands, suits or other forms of liability, including attorney's fees, which may arise by reason of any action taken in making deductions and remitting the same to the Association. If the Association fails to meet its obligations under this provision, Section D of this article shall be null and void, and shall be severed from this Agreement.
- F. The singular reference to the "Association" herein shall be interpreted as referring to the Administrator's Association of Cromwell, the local state Association and the national Association.
- G. Rebate for Non-Members: Any non-member wishing a rebate for that portion of his/her service fee in excess of the costs of collective bargaining, contract administration and grievance adjustment may apply for such rebate to the Treasurer of the Association or his designated agent. Such rebate, if any is due, shall be made in accordance with law.

6.8 Additional Stipends

- 6.8.1 Administrators who hold a Ph.D. or Ed.D. degree shall receive an additional stipend of \$1,000.00
- 6.8.2 The Board agrees to reimburse each administrator at the current IRS business rate to defray the cost of business-travel outside the district. The Board shall provide an annual stipend in the amount of \$850 to both the Special Services Director and the Director of Curriculum and Instruction as reimbursement for intra-district travel.
- 6.8.3 The Superintendent will hire an individual to contact substitute teachers for all buildings and shall train the substitute caller.

- 6.8.4 The Board shall compensate members for making in-district C.E.U. presentations as follows: \$100 for a one-half day program; \$200 for a full-day program.

6.9 Protection of Members

- 6.9.1 The Board recognizes its obligations to Unit members under Connecticut General Statutes, Section 10-235 and 10-236a.

**ARTICLE VII
MANAGEMENT RIGHTS**

- 7.1 The Cromwell Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Cromwell in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Cromwell; to decide the need for school facilities, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to create and eliminate administrative positions; to employ, assign, demote and transfer administrators to positions within or outside of the bargaining unit; to suspend or dismiss members of the unit in the manner provided by statute; to designate the schools which shall be attended by the various children within the Town; 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; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve plans for school buildings, to prepare and submit budgets to the Town of Cromwell and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools and to make such transfers of funds within the appropriated budget as it shall deem advisable. 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 in violation of any of the specific terms and provisions of this contract. The Board expressly reserves the right in its sole discretion to make policy with respect to such rights, responsibilities and prerogatives.
- 7.2 The parties recognize that from time to time it is necessary to change practices in effect when this contract is executed, and that such changes in practices may affect terms and conditions of employment. The Board reserves the right to change such practices when, in its sole discretion, it deems it advisable to so do; provided however, that the specific terms of this Agreement shall not be changed without prior consultation and agreement with the Association.

**ARTICLE VIII
COPIES OF CONTRACT**

The Board shall furnish or make available to all members of the Unit complete copies of the contract agreement together with the salary schedules.

**ARTICLE IX
WORK STOPPAGES**

The Unit agrees that it will not authorize, instigate, sanction, condone, honor picket lines or engage in any strike, concerted refusal to render service, or interference with the orderly operation of the Cromwell School System by any group, Union or Association.

**ARTICLE X
AMENDMENT**

This Agreement shall not be altered, or changed except in writing signed by both the Board and the Unit, which amendment shall be appended hereto and become a part hereof.

**ARTICLE XI
SEVERABILITY**

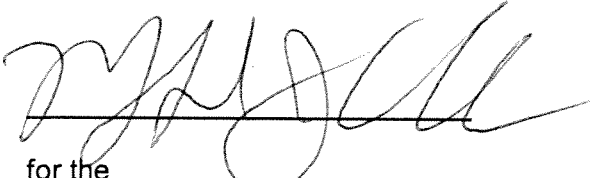
In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

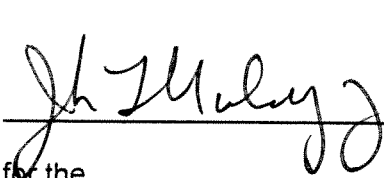
ARTICLE XII

DURATION

- 12.1 This Agreement constitutes the full and complete agreement between the parties on all issues, and neither party shall be required during the term hereof to negotiate or bargain on any issue, whether it is covered or not covered in this Agreement.
- 12.1.2 This Agreement shall become effective July 1, 2013 and shall be in full force and effect until June 30, 2016 inclusive.

Dated this 11th day of December 2012


for the
**CROMWELL BOARD OF
EDUCATION**

 12/11/12
for the
**CROMWELL ADMINISTRATORS'
UNIT**

APPENDIX A

Administrators' Salary Schedule **2012-2013 through 2015-2016**

	Year 1	Year 2	Year 3
	2% Increase	2% Increase	2% Increase
<u>Administrator</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
WIS Prin.	128,641	131,214	133,838
CHS Prin.	141,361	144,188	147,072
ECS Prin.	128,641	131,214	133,838
CHS AP	115,830	118,146	120,509
Dir. Sp. Services	130,444	133,053	135,714
ECS/WIS AP	93,112	94,974	96,873
AP CMS	112,920	115,179	117,482
CMS Prin.	136,879	139,616	142,408
<u>Grant Funded</u>			
K12 Math Coord	84,405	86,093	87,815

*****2012-2013 1% increase prorated for administrators hired after 07/01/2012**