# AGREEMENT BETWEEN THE EAST WINDSOR BOARD OF EDUCATION

### AND THE

## EAST WINDSOR ADMINISTRATORS' ASSOCIATION

Covering the Period

July 1, 2014 to June 30, 2017

#### ARTICLE I GENERAL

- 1.1 <u>Legal Reference</u>. This Agreement is negotiated under the law in order to fix for its term the salaries and other conditions of employment provided herein.
- 1.2 <u>Scope of Agreement.</u> This Agreement supersedes and cancels all Prior Practices and agreements between the parties unless expressly stated to the contrary herein, and together with any letter(s) of understanding executed concurrently with or after this agreement constitutes the complete and entire agreement between the parties and concludes the collective bargaining for the Agreement's term, subject to Section 12.1 hereof..

## ARTICLE II RECOGNITION

2.1 <u>EWAA - Exclusive Representative.</u> Subject to and in accordance with the law, the Board recognizes the East Windsor Administrators' Association for purposes of professional negotiation as the exclusive representative of the Administrators' Association as defined by the General Statutes of Connecticut consisting of all Professional employees of the Board other than substitutes who are employed in positions requiring an intermediate administrator or supervisory certificate or the equivalent thereof and who are not excluded by Section 10-153b to 10-153f of the General Statutes of Connecticut, (hereinafter referred to as "Administrators") pursuant to and with all the rights and privileges as provided by law.

#### ARTICLE III SABBATICAL LEAVE

Administrators who have served for ten (10) years may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leave of absence for study or travel upon the following conditions:

- 3.1 Applicants must file with the Superintendent of Schools a statement of the definite purpose for which such leave of absence is desired. In case of sabbatical leave for study, this statement must include the institution at which the individual is to study and the courses to be pursued. In case of sabbatical leave for travel, a plan of the travels must be submitted, stating specific objectives which are to be sought, through such travel, and indicating the school system or institution which will be studied.
- 3.2 Applicants must file with the Board a written agreement to remain in the service of the Board for two (2) years after the expiration of such leave, or in case of resignation within

- two (2) years, to refund to the town such proportion of the health insurance premiums paid during the leave of absence as the unexpired portion of two (2) years shall bear to said period.
- 3.3 Such leave shall not be granted for less than one full semester nor more than one (1) year. Administrators taking leave shall not be eligible for such leave again until ten (10) years have expired after return.
- 3.4 At any time not more than one (1) administrator regularly employed shall be on leave of absence. In case the number of applications shall exceed two (2), selection shall be made in accordance with the following principles:
  - a. Length of service, preference being given to those longest in the service.
  - b. Distribution by schools, care being taken that the number from any school shall not be comparatively excessive.
  - c. Nature of service, provision being made that the benefits of such leave of absence shall be distributed as fairly as possible among all elementary, secondary and supervisory positions.
- 3.5 An administrator on sabbatical leave will receive no salary for that period of time. During the period of the leave, the Board will pay for the cost of health insurance as specified in Article VIII.
- 3.6 Regular annual salary increments shall be given for time on leave, the same as for regular services in the school.
- 3.7 Applications for such leave of absence for any school year shall be acted on by the Board of Education at its first regular meeting in January of the preceding year. Deviations from the above may be recommended by the Superintendent.
- 3.8 An Administrator who has been granted sabbatical leave shall return to the administrative position in which he/she was employed when the leave became effective or to a comparable administrative assignment in status and pay, unless mutually agreed otherwise.

#### ARTICLE IV LEAVES OF ABSENCE

- 4.1 Administrators may be absent without the loss of pay (time not chargeable to sick leave) because of, but not limited to, the following reasons:
  - a. Death in the immediate family up to three (3) days per occurrence.
  - b. Special requests, other than immediate family, may be granted at the Superintendent's discretion.

- 4.2 Definition of "immediate family" includes husband, wife, domestic partner, children, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, and any other person who is domiciled in such Administrator's house.
- 4.3 Each Administrator shall receive leave of absence with full pay for sickness at the rate of eighteen (18) days per year. These days are accumulative to two hundred fifteen (215) days.
- 4.4 Subject to the approval of the Superintendent, one (1) Administrator shall be allowed to attend a national professional meeting each year at Board expense.
- 4.5 In the event of a catastrophic illness, special consideration for extension of sick leave may be given by application to the Board of Education.
- 4.6 When an Administrator has accumulated two hundred fifteen (215) sick days as of June and receives his/her additional eighteen (18) days at the beginning of the next school year, such Administrator shall be eligible to receive thirty dollars (\$30.00) per unused sick day that exceeds the two hundred fifteen (215) sick day accumulation, provided the Administrator uses not more than two (2) sick days in any school year after accumulating two hundred fifteen (215) days. In calculating this payment, discretionary personal days, as defined in Article V, shall be charged as if they were sick days. Payment will be made to the Administrator within fifteen (15) calendar days of the close of the school year. The provisions of this paragraph shall apply only to those administrators qualified to receive this benefit as of June 30, 2008.
- 4.7 <u>Association Leave.</u> If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, not more than two (2) representatives of the Association shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings.
- 4.8 <u>Parenthood Leave.</u> When an Administrator has been on parenthood leave, upon return to duties, the Administrator shall be assigned to his/her original position or to another professional position, if one is available, consistent with the Administrator's certification and qualifications.

#### ARTICLE V PERSONAL BUSINESS

- 5.1 In the event an Administrator has personal business which cannot be transacted other than during the school day, an annual maximum of three (3) days of leave will be granted at full pay. Such days may be taken on a half-day basis.
  - 5.2 Such leave is not cumulative from year to year.
- 5.3 In order to use personal leave days, the Administrator must submit his/her request to the Superintendent for approval at least forty-eight (48) hours prior to taking the leave, where possible.

The reasons for which such a personal leave may be granted, include, but are not limited to, the following:

- 1. Legal involvement;
- 2. House and mortgage closing;
- 3. Wedding of the employee or a member of the immediate family or household;
- 4. Medical requirement of a member of the immediate family or household;
- 5. Graduation of the employee or a member of the immediate family.
- 5.4 In the event an administrator needs leave for the observance of a religious holy day, the Superintendent shall grant the administrator up to two and one half (2 ½) personal days, provided that the request or approval is submitted at least five (5) school days prior to the date of the leave.
  - 5.5 Personal leave cannot be used to extend vacation periods or holidays.

#### ARTICLE VI EMERGENCY LEAVE

- 6.1 In cases of emergency which must be attended to during the school day, an annual maximum of one (1) day of leave will be granted at full pay and be charged to sick leave.
  - 6.2. Such leave is not cumulative.
  - 6.3 Prior notification to the Superintendent is required where applicable; otherwise, after-the-fact approval by the Superintendent is required.

#### ARTICLE VII RETIREMENT

- 7.1 An administrator who intends to terminate his/her individual contract must give at least thirty (30) days written notice.
- 7.2 Upon the retirement or impending retirement of the Administrator who has served in the school system for at least ten (10) consecutive years, he/she will elect one of the following options.
- A. Subject to any restrictions or limitations imposed by the State Teachers' Retirement Board or other agencies, if the Administrator gives one year's prior written notice of his/her retirement, he/she shall receive additional salary in the last year of his/her employment equal to the amount equivalent to one (1) day's compensation established by the Administrator's current daily wage at the time of written notification for each year of service to the town of East Windsor provided the Administrator has served a minimum of ten (10) years in the East Windsor School System.
- B. The amount above set forth may be made payable to a Section 403(b) plan at the administrator's discretion, over a one (1) to five (5) year payment schedule, except as otherwise provided by law.
- 7.3 If the Administrator does not receive the benefits listed above, upon the Administrator leaving the school system for any reason other than dismissal by the Board, the Board will pay fifty dollars (\$50.00) per year for each year in the system provided the Administrator has served a minimum of ten (10) years in the system without interruption. In the event of retirement, the Administrator who has served a minimum of fifteen (15) years in the system without interruption will receive one hundred twenty-five (\$125) dollars per year for each year of service. Military, maternity, and sabbatical leave will not be considered an interruption in service. Payment will be made upon verification of eligibility of state retirement benefits in the case of the administrator's retirement from the Connecticut State Teachers' System. Payments shall be made at the time of severance.
- 7.4 Any Administrator who retires from the Connecticut Teachers Retirement System shall be entitled to purchase any health insurance plan in force at the time of retirement, provided the purchase of such health insurance is approved by the insurance carrier and such purchase is made at no cost to the Board of Education.

#### ARTICLE VIII FRINGE BENEFITS

8.1 Effective July 1, 2014, each bargaining unit member shall pay the full difference between the Board of Education cost of the High deductible Health Plan and the current Century Preferred Plan. The Board shall provide employees covered by this contract two (2) options for health insurance, which are:

- 1. A Preferred Provider Plan which shall include:
  - a. Dependent coverage as provided by applicable law
  - b. Deductible for out-of-network \$300/\$600/\$900
  - c. Home and Office co-pay \$25

Each bargaining unit member must complete an insurance premium cost sharing payroll deduction form in order to receive health insurance benefits.

- 2. A High Deductible Health Plan (HDHP) with \$2000/\$4000 annual deductibles and Blue View Vision Rider Plan D. The Board shall make a Health Savings Account (H.S.A.) available to administrators to fund the deductible on a pretax basis via payroll deduction. Effective July 1, 2014, Administrators shall pay twenty percent (20%) of the cost of the annual premium for this plan. The Board shall contribute 50% of the applicable annual deductible (single or two person/family) by deposits into an H.S.A. for each administrator who elects this plan in each year of this Agreement. The Board will deposit the full amount of the Board's share on July 1, 2014, the first year of the contract only. Each year after, one-half of the Board's share of the applicable deductible shall be deposited on July 1 and the other half shall be deposited on the first business day after January 1.
- 8.2 The PPO plan described above shall include a prescription drug rider with benefits as described: \$10/\$15/\$25, \$2,000 Maximum, 1x retail for mail order. This changes to \$10/\$25/\$40 in second and third years of the contract.
- 8.3 The Board will also provide employees and their families with the Blue Cross/Blue Shield Full Service Dental Plan, including Rider A (additional basic benefits), subject to the same premium cost sharing formula as the Blue Cross/Blue Shield Preferred Provider Plan.
- 8.4 The Board shall provide and pay the full cost of a term life insurance of three hundred fifty thousand dollars (\$350,000), subject to the approval and acceptance of the insurance company that provides the insurance. The Association, with prior approval of the Board of Education, may use the amount paid by the Board for term life insurance to purchase another form of life insurance, provided that:
  - a. Only one type of insurance will be available;
  - b. Coverage will be provided by one company;
  - c. Any fees, either on-going or on a one-time basis, will be paid by the Association.
- 8.5 The Board shall provide and pay for the full cost of a travel accident insurance program in the amount of \$100,000 for each Administrator. Coverage shall be limited to hours and/or times when the Administrator is performing duties related to his or her employment.
- 8.6 The Board may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement for any of the benefits specified in this Article, provided the coverage is at

least substantially equivalent to the coverage in effect immediately prior to the change. "Substantially equivalent" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and substantially equivalent value as to the remaining elements of the plan. The Board agrees to give the Association reasonable notice and to discuss with the Association prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Association may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Association claims are not "substantially equivalent" to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Association's notice of arbitration, by the American Arbitration Association in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties. The network of providers must be seventy-five percent (75%) of the network on July 1, 2007.

- 8.7. All Administrators who retire during the term of the Agreement may participate at their own expense in a package of insurance to the extent permitted by law.
- 8.8 The Administrators shall be eligible to participate in a tax-sheltered annuity plan through payroll deduction and shall have the right to designate two companies that will provide such plans. The Association will be responsible for choosing the two companies and informing the Superintendent by August 1<sup>st</sup> of the companies that it has chosen. If the Association fails to notify the Board, the Board will be under no obligation to make any deductions for this program.
- 8.9. Any Administrator in the school system, or any newly hired Administrators, may elect to waive health insurance coverage and Major Medical and in lieu thereof receive a yearly sum of fifteen hundred dollars (\$1,500). Administrators who elect to make such waiver shall notify the Board in writing by July 1 of any year of this Agreement that he/she is cancelling his/her participation and coverage and the participation and coverage of his/her dependent(s) in the insurance plans.
- 8.10 Any Administrator who has not notified the Board in accordance with Section 8.10 of this Article, and whose insurance coverage and participation has been canceled or any Administrator not now participating in the insurance plan(s) who had a change in circumstances, may apply in writing to the Board to be included in the insurance plan(s). Upon such request and subject to any regulations, restrictions or waiting periods which may be in effect by the insurance carrier, the Administrator shall be reinstated.
  - 8.11 Any Administrator who enrolls in the insurance plan(s) in accordance with Section 8.6 above shall receive pro rata payment for those months during which he/she was not participating in or covered by the insurance plan(s) at no expense to the Administrator.

## ARTICLE IX SALARIES

- 9.1 The salary schedule for the period from July 1, 2014 to June 30, 2017, is set forth on Appendix A attached hereto and hereby made a part of this Agreement.
  - 9. 2 The work year for administrators will be 220 days.

If the Superintendent requires any administrator to work more than the number of days specified in the contract, the administrator will be compensated at his/her per diem rate of pay.

The Superintendent of Schools shall establish the work year of administrators. Administrators may take at least three (3) consecutive weeks off during the summer. Up to five (5) days vacation may be taken during the school year when school is in session, subject to the prior written approval of the Superintendent.

Any administrator appointed to the position of TEAM District Facilitator shall receive a stipend in the amount of 2.5% of the administrator's current annual salary.

An administrator may carry-over a maximum of five (5) unused vacation days to be used in the month of July. These vacation days are not cumulative.

#### ARTICLE X LEGAL HOLIDAYS

10. 1 Administrative personnel will not be required to work on the following days:

1. New Year's Day	7. Labor Day
2. Martin Luther King Day	8. Columbus Day
3. Presidents' Day	9. Veteran's Day
4. Good Friday	10. Thanksgiving Day
5. Memorial Day	11. Day After Thanksgiving
6. Independence Day	12. Christmas Day

10.2 If teachers are required to work on any of the days listed above, administrators will also be required to work and shall receive a "floating holiday" in lieu thereof to be scheduled by mutual agreement of the individual administrator and the superintendent.

#### ARTICLE XI GRIEVANCE PROCEDURE

#### 11.1 Purpose.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a problem which may arise affecting the welfare of Administrators. Both parties agree that proceeding shall be kept confidential as is appropriate.

#### 11.2 Definitions.

- a. "Grievance" shall mean a dispute between an administrator and/or the Association with the Board or administration over the interpretation or application of a specific provision of this Agreement. An evaluation of an administrator's performance is not subject to grievance. Notwithstanding the foregoing, a procedural violation of the evaluation program is subject to the grievance procedure commencing at the Superintendent level. If the aggrieved administrator is not satisfied with the Superintendent's disposition of his/her grievance involving a procedural violation of the school district's evaluation program, he/she shall request of the President of the Association, in writing, within five (5) days of receipt of the Superintendent's decision, that his/her grievance be submitted to arbitration. The parties shall then proceed in accordance with "level Three-Arbitration," subsections b-e, inclusive.
- b "Administrator" shall mean a certificated professional employee covered by this Agreement.
- c. "Party in interest" shall mean the aggrieved person or persons or their designated representative as provided herein or the Association, at the administrator's request.
  - d. "Days" shall mean days when the Central Office is open for business.

#### 11.3 <u>Time Limits.</u>

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limit specified may, however, be extended by written agreement of the parties in interest, at which time new evidence may be introduced by written agreement of the parties.
- b. If an Administrator does not file a grievance in writing within twenty (20) days after which he/she knew, or should have known of the act on which the grievance is based, then the grievance shall be considered to have been waived.
- c. Failure by the aggrieved Administrator to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- d. Failure by the superintendent or Board to render a decision within the specified time limits shall be deemed to be a denial of the grievance submitted.

#### 11.4 Informal Procedure.

- a. If an Administrator feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor or other appropriate Administrator, including the Superintendent, in an effort to resolve the problem informally.
- b. If the Administrator is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with his/her supervisor or other appropriate Administrator.

#### 11.5 Formal Procedure.

#### A. Level One – Superintendent of Schools

- a. If the aggrieved Administrator is not satisfied with the outcome of informal procedures, he/she shall submit his/her claim as a written grievance to the Superintendent of Schools with a copy to the Association. The written statement of the grievance shall contain a statement of the facts, the remedy requested and a specific reference to the provision of this Agreement which the Administrator claims has been violated.
- b. The Superintendent, or his/her designee, shall within ten (10) days after receipt of the grievance, meet with the aggrieved Administrator and with representatives of the Association (if the Administrator so desires) for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the Association.

#### B. <u>Level Two – Board of Education</u>

- a. If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level One, he/she shall within five (5) days after receipt of the decision, file the grievance with the Board of Education.
- b. The Board of Education shall, within twenty (20) days after receipt of the appeal, meet with the aggrieved and with representatives of the Association (if the Administrator so desires) for the purpose of resolving the grievance.
- c. The Board shall, within ten (10) days after such meeting render its decision and the reasons therefor in writing to the aggrieved Administrator.

#### C. Level Three – Arbitration

a. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level Two and the grievance is based upon a dispute arising from the interpretation of the specific language of this Agreement, he/she

shall, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the President of the Association that his/her grievance be submitted to arbitration. The decision of the Board shall be final and binding on all other matters.

- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- c. The Board and the Association or their designated representatives shall, within five (5) days after such written notice, jointly select a single 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, the American Arbitration Association shall immediately be called upon to select the single arbitrator.
- d. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the records of prior hearings, and shall hold such further hearings with the aggrieved administrator and other parties in interest as he/she shall deem requisite. The Arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement.
- e. The Arbitrator, within twenty (20) days after the close of the hearing, or as otherwise mutually agreed to by the parties, shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon any parties in interest.

#### 11.6 Miscellaneous

- a. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- b. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Association and be made available to the Association so as to facilitate operation of the grievance procedure.

#### ARTICLE XII DURATION CLAUSE

12.1. This Agreement contains the full and complete Agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, except pursuant to Section 10-153f(e) of the Connecticut General Statutes.

- 12.2 This Agreement shall bind and inure to the benefit of the Board of Education and the Association.
- 12.3 This Agreement may be modified only by mutual consent of both parties duly executed by an instrument in writing.

#### ARTICLE XIII WAIVER CLAUSE

13.1 In the event that any portion or portions of this Agreement are found to be illegal, void, or voidable, it is agreed that such finding will have no effect on the remaining portion or portions of this Agreement.

## ARTICLE XIV REDUCTION IN FORCE/INVOLUNTARY TRANSFER

- 14.1 Seniority shall be determined by continuous length of administrative service in the system, including authorized paid or unpaid leaves and is to be established by the date the initial contract of administrative employment was signed by the certified staff member. Seniority shall not be broken by termination from employment due to reduction in force or displacement to a teaching position due to reduction in force and shall accrue while on any recall list if the certified staff member is re-employed within eighteen (18) months from termination of employment or displacement to a teaching position. If the administrative appointment dates are the same, the administrator with the most amount of East Windsor service, including non-administrative service, will have greater seniority. If the total amount of East Windsor service is equal, the administrator with the most amount of teaching and administrative service outside of East Windsor will be deemed to have greater seniority.
- 14.2. The Superintendent shall compile a seniority list of the complete certified staff in accordance with Section 14.1 of this Article on an annual basis and shall furnish the Association with copies of the list by February 1 of each year. If the Association or any staff member shall disagree with any placement on the seniority list, the Association or the staff member shall file a written request for correction no later than the following March 1.
- 14.3 For purposes of reduction in force, should it become necessary, administrative positions will be assigned to the following employee group tiers:

High School Principal

Middle School Principal

**Elementary Principal** 

Director of Special Education/Director of Curriculum/Director of Technology

Assistant Principal of the High School

Assistant Principal of the Middle School

Assistant Principal of the Elementary School

If it becomes necessary to reduce the administrative personnel, it shall be on the basis of seniority as defined above, certification and qualifications. The term "qualified" as used herein

means recognized and satisfactory experience in the administrative or teaching area into which the administrator seeks to bump or to be recalled. Notwithstanding the foregoing, the superintendent may override the "seniority" criterion and displace a more senior administrator if the less senior administrator is "head and shoulders" above the more senior administrator or possesses unique skills or attributes that are needed for the position. The term "opening" as used herein shall refer to open or vacant positions which include those held by consultants, retirees, DSAP persons (teacher or administrator holding a Durational Shortage Area Permit), temporary assignees, or acting appointees. Notwithstanding the foregoing, temporary or acting appointments, DSAP, consultant, and retiree appointments to vacant administrative positions may be made during the posting, application, and interview process or when the incumbent is on an authorized leave of absence. Except for extraordinary circumstances, temporary or acting appointments shall not be made for a period greater than one (1) school year.

- 14.4. Should an administrator lose all or part of his/her position due to elimination or reduction of that position, he/she:
- a. Will be offered an administrative opening (if one exists) in his/her employee group tier for which he/she is certified and qualified.
- b. If there are no administrative openings within the same employee group tier, the affected administrator will be able to bump the least senior administrator within the same employee group tier as listed in section 14.3, provided that the affected administrator is senior to the administrator to be bumped and is certified and qualified for that position.
- c. If there is no opening within his/her employee group tier for which he/she is certified and qualified, and the affected administrator has the least amount of seniority in his/her employee group tier, then he/she will be offered an administrative opening, if one exists, for which he/she is certified and qualified (if one exists) in a lower employee group tier (i.e. Principal may move to Assistant Principal).
- d. If there are no administrative openings, and the affected administrator has the least amount of seniority in his/her group tier, then the affected administrator will be able to bump the least senior administrator in any lower employee group tier, as listed in Section 14.3, provided that the affected administrator is senior to the administrator to be bumped and is certified and qualified for that position.
- e. If there are no administrative openings or positions as aforementioned, the administrator will be offered a teaching opening, if one exists, for which he/she is certified and qualified.
- f. If there are no teaching openings for which the affected administrator is certified and qualified, then the affected administrator will be offered a teaching position for which he/she is certified and qualified and which is held by a teacher with fewer years of service in the East Windsor School System, subject to the law appertaining and the relevant terms, if any, of the collective bargaining agreement between the Board and the East Windsor Education Association.

- g. Any administrator relieved of his/her duties and employed as a teacher will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teacher experience within the East Windsor School System and elsewhere, if applicable, and shall retain all accumulated sick leave.
- h. Any administrator who has been displaced as aforesaid or terminated from employment, due to a reduction in force, shall be placed on a reappointment list for his/her former administrative position, or another similar position of comparable pay and status and shall remain thereon until reappointed or for one year from the effective date of displacement or termination, whichever occurs first, provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified and in which they have had previous acceptable experience, according to their administrative seniority in the East Windsor Public School System, as defined in Section 14.1. If reappointment is offered consistent with the above and is refused by the administrator, he/she shall thereupon be removed from the reappointment list.
  - 14.5. In order to be eligible for recall, an administrator must:
- a. Submit his/her request to be placed on the recall list, in writing, to the Superintendent within thirty (30) days of termination or displacement; such request must include the administrator's address.
  - b. Advise the Board, in writing, within ten (10) days of any change in address.
- c. Advise the Superintendent, in writing, of acceptance of recall within two (2) weeks after notification of recall; or be removed from the recall list.
- d. All notices provided for in this section must be in writing and transmitted by certified mail.
- e. The Board's obligation will be limited to sending notice of recall to the administrator's last address in the Board's files.
- 14.6 Administrators may be reassigned to any position within the bargaining unit for which they are certified and qualified if the Superintendent, in his or her sole discretion, determines that such a reassignment is in the best interests of the East Windsor Public Schools. If the Superintendent exercises his or her authority under this provision or, in accordance with 14.4 of this Article, an administrator is reassigned to a position within the bargaining unit with a salary lower than that applicable to his or her prior position, he or she shall be paid the salary he or she was last paid in his or her prior position until the salary for the position into which he or she was reassigned reached the level of the last salary paid to the administrator in his or her prior position. Thereafter, he or she shall be paid the salary applicable to his or her new position. Notwithstanding the foregoing, no administrator shall be displaced to a teaching position by way of involuntary transfer except for just cause.
- 14.7 Any administrator who is displaced or reassigned to a teacher position shall be paid the salary he or she was last paid in his or her prior position for one year. Thereafter, he or she shall be paid in accordance with the teachers' collective bargaining agreement.

#### ARTICLE XV AGENCY SHOP

- 15.1 All administrators employed by the East Windsor Board of Education shall join the Association or pay to the Association a service fee. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. Said service fee shall not exceed the amount of the membership dues of the East Windsor Administrators' Association.
- 15.2 For those administrators who have not joined the East Windsor Administrators' Association and turned in an authorized card by October 1, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deductions. The amount of said service fee shall be certified by the Association to the Board prior to September 1 of each year.
- 15.3 The Association agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits, or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article.

#### ARTICLE XVI JUST CAUSE

No administrator shall be disciplined (i.e., written reprimand or suspended without pay or demoted without just cause. The provisions of this Article shall not apply to a demotion caused by a reduction in force.

## ARTICLE XVII ADMINISTRATOR PROTECTION

Administrators shall be subject to all applicable legal protections in accordance with applicable state and federal law.

- 17.1 Administrators shall report immediately in writing to their immediate supervisors cases of assault and/or battery suffered by them in connection with their employment.
- 17.2 When an administrator is absent from his/her regular assignment in the event of a disability caused by an accident that has been deemed compensable under Worker's Compensation, the Board shall pay the administrator the difference between the compensation payment and his/her regular salary to a maximum of ninety (90) days without reduction to sick leave. Thereafter, the Board shall pay the administrator the difference between the compensation payment and his/her regular salary by proportionate reduction to sick leave, except that an administrator on workers' compensation due to an assault occurring in the line of duty shall not have such absence charged against the administrator's sick leave, vacation, or personal leave days.
- 17.3 If criminal proceedings are brought against an administrator, alleging that he/she committed an assault in connection with his/her employment, the Board shall, upon request from the administrator, retain legal counsel acceptable to both parties, to defend him/her in such criminal proceedings. However, if the administrator pleads guilty or is found guilty, or invokes the "Alford Doctrine" with respect to the original or substitute criminal charges, then the cost of legal counsel must be borne, and paid for in full, by the administrator.

## ARTICLE XVIII TRAVEL ALLOWANCE

All administrators shall be paid a flat annual stipend of five hundred dollars (\$500) for building administrators and one thousand dollars (\$1,000) for K-12 Directors to reimburse them for travel by automobile on school business. School business shall include, but not be limited to, travel between buildings in East Windsor during the school day and travel to and from East Windsor for conferences and workshops within the state of Connecticut. Additional mileage costs will be reimbursed for attending special projects or conferences outside of the state.

2014 – 2015 School Year 3% Increase

Job Title	Step 1	Step 2	Step 3	Step 4
Principal Broad Brook	\$119,853	\$122,219	\$125,234	\$127,977
Asst. Principal – HS	\$118,292	\$120,658	\$123,674	\$126,292
Asst. Principal – MS	\$112,257	\$114,504	\$117,023	\$119,135
Asst. Principal – BBS	\$109,065	\$111,216	\$113,961	\$116,345
Principal - Middle School	\$121,411	\$123,776	\$126,793	\$130,795
Principal - High School	\$130,364	\$132,967	\$136,292	\$139,423
Dir. Of Special Education	\$118,292	\$120,658	\$123,674	\$130,669
Dir. Of Curriculum	\$118,292	\$120,658	\$123,674	\$130,669
Dir. Of Technology	\$118,292	\$120,658	\$123,674	\$126,292

In addition to the amounts set forth above, any administrator with a Ph.D. or Ed.D. shall receive a stipend of \$2,000 annually.

2015 - 2016 School Year 1.50% Increase

Job Title	Step 1	Step 2	Step 3	Step 4
Principal Broad Brook	\$121,651	\$124,052	\$127,112	\$129,897
Asst. Principal – HS	\$120,067	\$122,468	\$125,529	\$128,187
Asst. Principal – MS	\$113,940	\$116,222	\$118,778	\$120,922
Asst. Principal – BBS	\$110,701	\$112,885	\$115,670	\$118,090
Principal - Middle School	\$123,232	\$125,633	\$128,695	\$132,757
Principal - High School	\$132,319	\$134,961	\$138.336	\$141,514
Dir. Of Special Education	\$120,067	\$122,468	\$125,529	\$137,006
Dir. Of Curriculum	\$120,067	\$122,468	\$125,529	\$137,006
Dir. Of Technology	\$120,067	\$122,468	\$125,529	\$128,187

Each individual not on maximum step shall advance one step.

In addition to the amounts set forth above, any administrator with a Ph.D. or Ed.D. shall receive a stipend of \$2,000 annually.

2016 - 2017 School Year 1.50% Increase

Job Title	Step 1	Step 2	Step 3	Step 4
Principal Broad Brook	\$123,475	\$125,913	\$129,019	\$131,845
Asst. Principal – HS	\$121,868	\$124,305	\$127,412	\$130,110
Asst. Principal – MS	\$115,650	\$117,965	\$120,560	\$122,736
Asst. Principal – BBS	\$112,361	\$114,578	\$117,405	\$119,861
Principal - Middle School	\$125,081	\$127,517	\$130,625	\$134,748
Principal - High School	\$134,304	\$136,986	\$140,411	\$143,637
Dir. Of Special Education	\$121,868	\$124,305	\$127,412	\$143,438
Dir. Of Curriculum	\$121,868	\$124,305	\$127,412	\$143,438
Dir. Of Technology	\$121,868	\$124,305	\$127,412	\$130,110

Each individual not on maximum step shall advance one step.

In addition to the amounts set forth above, any administrator with a Ph.D. or Ed.D. shall receive a stipend of \$2,000 annually.

#### SIGNATURE BLOCK

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

EAST WINDSOR BOARD OF EDUCATION
BY: DAG
DATE: 01/08/14
EAST WINDSOR ADMINISTRATORS' ASSOCIATION
BY: KbS Hei
DATE: 1/7/14