

CONTRACT

between

THE ELLINGTON BOARD OF EDUCATION

and

THE ELLINGTON ADMINISTRATORS' ASSOCIATION

July 1, 2014 - June 30, 2017

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GLOSSARY

Administrators	All employees below the rank of assistant superintendent employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof and whose administrative or supervisory duties for purposes of determining membership in the administrative unit, shall equal at least fifty percent of the assigned time of such employees.
Board	The Ellington Board of Education.
Days	Calendar days unless otherwise noted.
School Days	Days when school is in session.
Grievance	(a) A claim alleging a violation, misapplication, or misinterpretation of a specific provision(s) of this Agreement or a condition which affects the health and safety of administrators arising from the specific language of this agreement. (b) A claim that established procedures of the school district's evaluation plan were not followed.
Per Diem Rate	This rate shall be the administrator's salary divided by 221 days.
Superintendent	The Superintendent of Schools.

1.0 PREAMBLE

1.1 This Agreement is negotiated under Section 10-153b through 10-153f of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and other mandatory conditions of employment provided herein, and (b) to encourage effective and harmonious working relationships between the Ellington Board of Education (hereinafter referred to as the "Board") and the Ellington Administrators' Association (hereinafter referred to as the "Association") in order that the cause of public education may be best served.

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

1.3 This Agreement shall constitute the entire agreement of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the consultation procedure herein. Previously adopted agreements, rules and regulations in conflict with this Agreement are superseded by this Agreement.

2.0 RECOGNITION

2.1 The Board hereby recognizes the Association as the exclusive representative of the administrative unit, as defined in Section 10-153b of the Connecticut General Statutes, as amended.

2.2 Except as hereinafter provided, the policies adopted by the Board, and any past practices of the parties, shall govern the relationship between the Association and the Board of Education.

3.0 GRIEVANCE PROCEDURE

3.1 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of administrators or, to the extent required by Connecticut General Statutes, a claim that there has been a failure to follow the established procedures of the professional evaluation program. Both parties agree that proceedings shall be kept as confidential as is appropriate.

3.2 Time Limits

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 limits specified may, however, be extended by written agreement between the Board chairman/designee and the Association president/designee.

B. If an administrator does not file a grievance in writing within twenty-one (21) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall have been considered waived.

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

3.3 Informal Procedures

A. If an administrator(s) feels that there may be a grievance, he/she must first discuss the matter with the Superintendent in an effort to resolve the problem informally. Informal procedures will not extend the time limit provided in Section 3.2.B for filing a written grievance.

B. The administrator(s) shall have the right to have the Association assist in efforts to resolve the problem informally with the Superintendent.

3.4 Formal Procedures

A. Level One - Superintendent of Schools

1. If the informal process does not resolve the matter, a grievance shall be submitted in writing to the Superintendent of Schools within the time period set forth in Section 3.2.B.

2. The Superintendent shall, within seven (7) days after receipt of the written grievance, render the decision and the reasons therefore in writing to the administrator(s), with a copy to the Association.

B. Level Two - Board of Education

1. If the aggrieved administrator(s) is not satisfied with the disposition at Level One, he/she may, within seven (7) days after receipt of the decision, file the grievance again with the Association for appeal to the Board.

2. The Association shall, within seven (7) days after receipt, refer the appeal to the Board.

3. The Board or its designated Grievance Committee shall, within ten (10) days or its next regularly scheduled meeting, whichever is later, after receipt of the appeal, meet with the aggrieved administrator(s) and with representatives of the Association for the purpose of hearing the grievance.

4. The Board shall, within twenty-one (21) days after such meeting, render its decision and the reasons in writing to the aggrieved administrator(s), with a copy to the Association.

C. Level Three - Mediation

Mediation of grievances unresolved at Level Two may be referred to mediation by mutual agreement of the parties.

D. Level Three - Arbitration

1. If the aggrieved administrator(s) is not satisfied with the disposition of the grievance at Level Two and/or Three, he/she may, within fourteen (14) days after receipt of the decision, request in writing to the president of the Association that the grievance be submitted to arbitration.

2. The Association, within seven (7) days after receipt of such request, shall determine whether or not to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration, it shall notify the Board in writing within seven (7) days of its decision.

3. The chairman of the Board and the president of the Association shall, within seven (7) 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 seven (7) days, the American Arbitration Association shall immediately be called upon to select a single arbitrator.

4. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved administrator(s) and other parties of interest as he/she shall deem requisite.

5. The arbitrator shall be governed by the Voluntary Rules and Regulations of the American Arbitration Association and shall render his/her decision in writing to the Board and the Association 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 both parties.

6. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

3.5 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. A grievance affecting more than one administrator may be filed by the Association if the names of the affected administrators are included in the grievance.

4.0 FRINGE BENEFITS

4.1 Sick Leave

A. Administrators shall be entitled to a minimum sick leave with full pay of twenty (20) days in each year. Unused sick leave shall be accumulated to two hundred twenty (220) days, so long as the administrator remains continually in the service of the Board.

B. Loss of pay for administrators exceeding their sick leave shall be deducted at the per diem rate in the year of the occurrence.

C. Any administrator who has accumulated two hundred twenty (220) sick days shall, at the beginning of each school year, be entitled to an additional twenty (20) days. If the twenty (20) days are not used in the current school year, they may not be accumulated.

D. Sick leave will be granted when an administrator is incapacitated from the performance of duty for reasons including, but not limited to:

1. Sickness, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

2. Injury or sickness outside the line of duty except where directly traceable to an employer other than the Board.

3. When, through exposure to contagious disease, the presence of an administrator for duty would endanger the health of others and it is supported by a medical certificate from the school medical officer or designee, or by a physician chosen by the administrator.

E. When sick leave is to be granted for five (5) or more consecutive school days, the Superintendent may require that this absence be supported by medical certification.

F. Disability leave beyond accumulated sick leave shall be available without compensation for such reasonable further period of time as an administrator is determined to be disabled from performing the duties of his/her job.

G. Each employee shall receive written notification of his/her accumulated sick leave each school year.

H. The Board agrees to allow hardship cases to come before it when sick time has been used up. Upon approval of the Board, an administrator may be granted additional sick leave.

4.2 Military Leave

Any administrator who leaves the Ellington School System in order to fulfill his/her military obligation shall be reinstated upon return therefrom in accordance with 10-156c and 10-156d of the Connecticut General Statutes.

4.3 Sabbatical Leave

Desiring to reward professional performance and encourage independent research and achievement, the Board may grant a sabbatical for administrators of up to one contractual year upon the recommendation of the Superintendent for approved scholarly programs whether or not carried on in an academic institution subject to the following conditions:

A. Requests for a sabbatical must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than December 31 of the year proceeding the school year in which the sabbatical is requested.

B. The administrator shall be eligible for a sabbatical after at least ten (10) consecutive, full, school years of active service in this system. A second sabbatical may be granted after another ten (10) year period.

C. An administrator granted a sabbatical shall receive a salary stipend not to exceed fifty (50) percent of the administrator's budgeted salary in the year of the sabbatical actually taken.

D. The administrator returning from sabbatical shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical. The sabbatical shall not affect continuity of service nor accrual of seniority toward longevity benefits.

E. An administrator on sabbatical shall maintain tenure, accumulated sick leave, and all other accrued benefits provided in this agreement other than insurance benefits.

F. An administrator on sabbatical shall be given the opportunity to purchase full insurance benefits at group rates.

G. The administrators shall agree to return to administrative employment in Ellington for two (2) years in the event of a full year's sabbatical. Upon such return, the administrator shall be placed in the same or comparable administrative position in status and pay, and on the appropriate step in the salary schedule as though such administrator had not been on sabbatical.

H. No more than one (1) person of the administrative staff will be granted a sabbatical during any school year during the life of this Agreement.

I. The administrator shall sign a demand note in amount equal to three-quarters of his/her annual salary and made payable to the Board. The amount stated herein will be paid by the administrator if he/she fails to return to administrative employment in Ellington for two (2) years.

4.4 Childbearing Leave

A. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in 10-156 of the Connecticut General Statutes.)

B. Accumulated sick leave shall be available for use during such periods of disability.

4.5 Childrearing Leave

A. Any administrator who is expecting a child, or whose spouse is expecting a child, or who has documented plans to adopt, or foster a child of pre-school age, or a pre-teen child with special needs or who is non-English speaking in the immediate future may be granted a long term leave without pay for childrearing purposes, up to two (2) full semesters or a reasonably requested portion thereof within the same school year.

B. Childrearing leave shall be subject to the following provisions:

1. Administrators shall be entitled to all unused accumulated vacation time and personal day(s) with pay.

2. While on leave, the Board shall continue to maintain the prevailing insurance and health coverage with the administrator reimbursing the Board monthly at the Board rate for the duration of such leave.

3. Seniority shall continue to accumulate during such non-paid leave.

4. Service time toward retirement will continue to accrue during childrearing leave as permitted by law.

5. Upon return to work at the termination of childrearing leave, an administrator will be placed in the salary step effective at the time of the commencement of the childrearing leave, provided he/she returns during the same school year in which childrearing leave commenced. If the administrator returns to full-time duties in a subsequent year, and has served more than one-half of the school year, or through January 31 of the year in which the leave occurred, he/she shall be placed on the next step on the salary schedule when returning, provided a new school year has commenced. Benefits accumulated at the commencement of the leave, and not used during the childrearing leave period, shall be credited to the administrator when he/she returns from childrearing leave.

4.6 Other Leave

A. An administrator shall give prior notice to the Superintendent, in those cases other than an absence for illness, four (4) school days before taking such leave. In case of emergency, notice will be given as soon as possible.

B. Additional leave with pay, not to exceed six (6) days annually and not cumulative, shall be authorized as follows, unless such request creates a hardship on the system as determined by the Superintendent or designee:

1. For religious holidays;

2. For legal requirements;

3. When a member of the immediate family of the employee is critically ill or disabled, and requires the personal attention of the employee. Immediate family shall include the employee's or the employee's spouse's parent, sibling, spouse, child, grandparent, grandchild or any other person domiciled in the employee's household. The Superintendent may, at his/her discretion, extend this list of individuals.

4. Three (3) personal days will be allowed with no explanation necessary as to the reason for the request. These days will not be used to extend holiday or vacation time.

5. Emergencies.

C. In the event of death in the immediate family, as defined above, a maximum of three (3) additional days' leave with pay may be taken.

4.7 Insurance Benefits

A. Options - The Board will provide medical and dental insurance for individual and/or family coverage. The Summary of Benefits and Coverage, as supplied by the Board, will be distributed to each enrolled administrator.

1. **OPTION 1 – Open Access Plus (OAP2)**

Coverage in OAP2 includes, but is not limited to:

- \$500/\$2,000 deductible for out of network providers
- 20% coinsurance for out of network provider
- \$2,900/\$8,000 out of pocket limit for out of network providers
- \$250 per admission hospital co-pay in network
- \$50 emergency room co-pay/visit
- \$200 outpatient hospital surgery co-pay/visit in network
- \$20 home and office co-pay (unlimited) in network
- Unlimited home and office maximum
- Lifetime maximum: in network – unlimited
out of network – unlimited
- Based on co-pay drug rider

-OR-

2. **OPTION 2 – Choice Fund Open Access Plus HSA (HSA)**

Coverage in HSA includes, but is not limited to:

In Network:

Deductible: \$2,000/\$4,000 (shared with out-of-network)
Preventative care covered 100%

Out of Network:

Deductible: \$2,000/\$4,000 (shared with in-network)
Member's deductible and then 20% coinsurance up to
\$4,000/\$8,000

Member's annual out of pocket max: \$4,000/\$8,000

Lifetime in network: unlimited
Lifetime out of network: \$1,000,000

The Board will fund fifty percent (50%) of the applicable HSA deductible amount in 2014-16 and forty-five percent (45%) of the applicable HSA deductible amount in 2016-17.

B. Rider Prescription drugs (managed three-tier formulary for those choosing Option 1. Effective July 1, 2016, after deductible is met for those choosing Option 2 HSA, the prescription formulary co-pays will also apply) – (includes oral contraceptives)

Co-pays:

2014-17

- \$10 generic
- \$25 brand name
- \$40 non-formulary brand name
- 2.0 co-pay mail order for up to 90 day supply

C. Flex Dental Plan (Options 1 and 2)

- \$1,500 calendar year maximum
- Orthodontics payable at 50%, \$2,000 lifetime maximum (children only to age 26)

D. Premium Cost Share – Option 2 (HSA) and the Flex Dental Plan described above shall be the core insurance plans for which administrators will pay the below-listed percentage of the applicable premium and the Board will pay the remaining percentage. Any administrator wishing to remain in Option 1 will pay the difference between the Board's share of Option 2, including the Board's contribution towards the HSA deductible amount, and the total cost of the applicable premium for Option 1.

<u>Year</u>	<u>Option 2 and Flex Dental Plan</u>
2014-15	13%
2015-16	14%
2016-17	15%

E. Should the Board determine that a new carrier will provide the members of the bargaining unit with a comparable or better plan than the existing carrier, the Board is free to change carriers.

F. Administrators must notify the business office by May 1 of his/her decision to change from one option to the other prior to the next fiscal year (July 1 to June 30). This date shall be amended if necessary to coordinate the election date for a change in coverage with the date the next year's premiums are made known to administrators. A change between the available options may be subject to the approval, restrictions, and/or limitations of the insurance carrier.

G. The Board shall provide each active administrator with two (2) times his/her annual salary; rounded to the nearest thousand dollars, in term life insurance -- the entire premium paid by the Board.

H. The Board agrees to provide a long-term disability insurance policy for all active administrators. The disability benefit is sixty percent (60%) of the disabled administrator's salary to a maximum of \$6,000 per month. The participating administrator will pay the cost of premium for such policy through payroll deduction.

I. Any active administrator who, at the beginning of the school year, elects in writing not to participate in one or more of the insurance plans provided by the Board of Education shall receive in lieu thereof, payment over the course of the year equaling fifty (50) percent of the cost of the premium that would have been paid by the Board (such cost to be estimated at the time of the election) if the administrator had participated in the plans. This payment shall be limited to those administrators who were receiving the payment in the 2013-14 school year.

J. The Board will maintain an Internal Revenue Code (IRC) Section 125 Plan for employees making insurance contributions. Administrators electing Option 1 will be allowed to deposit up to five thousand dollars (\$5,000.00) into a flexible spending account ("FSA") under Section 125 of the IRC. These monies may be expended for medical care and/or dependent care under Section 129 of the IRC. Administrators electing Option 2 will be allowed to participate in the FSA for dependent care only to the extent allowed by law.

4.8 Tuition Reimbursement

The Board shall, upon presentation of proper evidence of successful completion by an administrator, reimburse the full tuition amount for up to three credits of graduate courses per year, provided that prior approval has been granted by the Superintendent of Schools based upon his/her conclusion that said course(s) relates to the administrator's job assignment or will improve or contribute to the administrator's skill, knowledge or professional growth. The rate of reimbursement will be based upon the current contract year graduate tuition rate at the University of Connecticut.

4.9 Tax Sheltered Investment

The Board shall make an annual payment to a tax sheltered investment program chosen by the administrator in the amount of four thousand four hundred and fifty dollars (\$4,450) to be included as part of the administrator's salary for teacher retirement purposes.

5.0 VACATION

5.1 All administrators shall have thirty (30) working days' vacation per year plus the holidays listed in Article 6. All vacation days must be submitted to the Superintendent for prior approval. Administrators will be expected to work during the five (5) working days

after the end of the school year plus ten (10) working days before the school year commences unless otherwise approved by the Superintendent because of special circumstances. School Building Administrators will be expected to work all days where school is in session unless otherwise approved by the Superintendent because of special circumstances.

5.2 Up to five (5) vacation days may be carried from one year to the next, but must be used in the next year.

5.3 Whenever a new administrator is hired, the following schedule of earned vacation time shall be taken during the work year:

EMPLOYMENT STARTING DATE:

July 1 - Sept. 30	Twenty (20) vacation days which must be taken during the year hired.
Oct. 1 - Dec. 31	Fifteen (15) vacation days to be taken during the year hired.
Jan. 1 - Mar. 31	Ten (10) vacation days to be taken during the year hired or five (5) during the first year and five (5) carried into the second year.
Apr. 1 - June 30	Five (5) vacation days to be taken in whole or in part during the first year with the remainder carried into the second year.
June 1 - June 30	One vacation day to be taken prior to the end of the month.

5.4 In the event an emergency or oversight not the fault of the administrator(s) prevents vacation time from being taken in accord with the above schedule, the Board retains the option of either reimbursing the administrator for unused vacation time or, upon retirement, granting the time off during the administrator's last year of employment.

6.0 HOLIDAYS

All administrators shall have the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day (2 days)	Christmas Day

In addition, all administrators are eligible for one (1) additional holiday to be taken at the administrator's discretion subject to the Superintendent's approval on a day when school is not in session.

7.0 CONFERENCES

The Board agrees to budget a minimum of one thousand five hundred dollars (\$1,500) for each administrator for conferences, workshops, and similar activities, including those necessary to satisfy the requirements of each administrator's professional

development plan. Expenditures for activities not part of the administrator's professional development plan will be subject to approval by the Superintendent.

8.0 TRAVEL

8.1 Administrators are to be reimbursed at the Internal Revenue Service rate per mile for all travel outside the Ellington district for meetings, conferences, or workshops. Mileage is to be determined from point of origin to destination and back to point of origin. Point of origin shall always be considered to be the administrator's building.

8.2 All travel related to administrative and/or building responsibilities that is in addition to the administrator's daily commute is reimbursable at the Internal Revenue Service rate per mile except for extraordinary situations as agreed by the Superintendent. Notwithstanding the above, the central office administrators, who are required as a part of their job to travel between schools on a daily basis, shall be paid at the Internal Revenue Service rate per mile for such travel; such reimbursable travel to exclude travel from home to the administrator's office.

9.0 ASSIGNMENTS, TRANSFERS AND REDUCTION IN FORCE

9.1 Assignments and transfers of administrators will be made by the Superintendent to best serve the interests of the educational program. Whenever possible, affected individuals shall be given advance notice of assignments and transfers. No such transfer will be made without first discussing it with the affected administrator.

9.2 In the event of an anticipated change in an administrative assignment, written notice of the proposed change in the assignment will be provided to the affected staff member(s) as soon as practicable. The notice will be sent to the record address of the affected staff member(s) with a copy to the president of the Association.

9.3 Reduction in Force

The following system shall be employed when the Board determines that it is necessary to eliminate bargaining unit positions.

This procedure shall in no way preclude the Board from making any transfer or reassignment, for any purpose, provided the Board may not transfer or reassign an administrator to a subordinate classification when a reduction in force situation is involved unless it is in accordance with the following procedure. Reduction in force and recall shall be based on seniority in the manner described in this Article. Seniority shall be based on the date that the administrator was appointed to a bargaining unit position. In the case of a tie, total years of continuous service in the Ellington Public School System shall prevail. Sabbatical, if granted by the Board, shall count towards seniority. In determining whether a position is lateral or subordinate, the salary schedules for the positions shall be the determining criterion.

A. Administrators whose positions are eliminated shall be placed in an administrative position for which they are certified and qualified provided there is a vacancy available, firstly in any lateral position and secondly in the closest in salary subordinate position.

B. In the event there is no vacancy available, an administrator whose position has been eliminated, or who has been "bumped" pursuant to the terms of this article, may "bump" an administrator with less seniority, firstly in any lateral position and secondly in the closest in salary subordinate position, for which the administrator is certified and qualified.

C. In all instances, in the application of this Article, qualifications shall be determined by the Superintendent, provided, however, that such determination was not arbitrary, capricious or constitute an abuse of discretion.

D. Any administrator who, as a result of this process, is left without an administrative position shall have the right to "bump" into the teacher bargaining unit based on the R.I.F. process in the teacher labor agreement.

E. Recall

1. Any administrator who is reassigned or terminated as a result of the provisions of this Article shall be placed on a recall list for three (3) years. Such administrator shall be recalled in the reverse order of the procedure noted above should a vacancy occur in a category for which the administrator is eligible and as long as such administrator applies for such vacancy in accordance with its posting.

2. If an administrator fails to apply or refuses a position in a category for which the administrator is eligible, the administrator shall be dropped from the recall list.

3. The Superintendent or his/her designee shall be responsible for mailing to such administrator notice of such postings to his/her last known mailing address.

4. The Superintendent shall supply a recall list to the Association president containing the names of those administrators reassigned in accordance with the above-noted procedures. The Superintendent shall also supply the Association with a copy of all job postings for administrators' positions.

F. The salary of any administrator reassigned to a subordinate administrative position or a teaching position shall be "red circled" (frozen) for a period of two years.

9.4 Transfers or Changes for Reasons Other Than RIF

A. In the event of any change or modification in the duties or responsibilities of administrative/supervisory positions, or in the event of any transfer or reassignment to another administrative position, the administrator or administrators affected shall be paid the salary of the new position or his/her current salary, whichever is

greater. In the event of transfer or on grounds of lack of competence or proper qualifications to hold or carry out the duties of the former position, the administrator or administrators affected shall be paid the salary called for in the new position whether or not a reduction in pay. The issue of competence or proper qualifications as aforesaid shall be specifically subject to the grievance procedure provided in the Agreement.

B. In the event an administrator is transferred to a teaching position, then upon the happening of such event, the transferred administrator shall be paid a Separation Allowance. The Separation Allowance will be paid in ten (10) equal installments each year commencing on September first of the first school year of transfer and computed annually as the difference between (a) the salary the transferred administrator would have received as an administrator during the next school year, but for transfer from his administrative employment, and (b) the actual annual teaching salary of the transferred administrator. The payment of this Separation Allowance is to continue for a maximum of three (3) years. No Separation Allowance shall be paid if such transfer is for reasons of lack of competence or proper qualifications. The issue of competence or proper qualifications as aforesaid shall be specifically subject to the grievance procedure provided in the Agreement.

10.0 PROTECTION OF ADMINISTRATORS

10.1 The Board shall protect and save harmless an administrator from financial loss and expense, including legal fees and costs, if any, arising out of the defense of any claim, demand, suit or judgment in accordance with Section 10-235 of the Connecticut General Statutes.

10.2 Whenever an administrator is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to his/her annual or accumulated sick leave, vacation or personal days in accordance with Section 10-236a of the Connecticut General Statutes. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workers' compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right at its expense to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time the administrator is temporarily disabled from performing his/her duties as a result of the assault.

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

10.4 It is recognized that inquiries or investigations may be made when allegations or complaints are made regarding professional/nonprofessional staff, plant and facilities,

instructional/noninstructional programs and similar matters dealing directly with an administrator's professional performance.

While the Board recognizes that it is obligated to investigate any and all complaints from parents and/or taxpayers whether serious or frivolous in regard to the professional conduct of administrators, the Board also recognizes its obligation to protect the administrator from undue harassment, embarrassment or unwarranted public notoriety.

11.0 SALARY

11.1 Administrators shall be paid as per the provisions of the salary schedule in Appendix A of this Agreement.

11.2 Doctoral Stipend: An Administrator who has attained a doctoral degree (a Ph.D. or Ed.D. from an accredited college or university) shall receive an annual stipend of two thousand dollars (\$2,000.00).

12.0 RETIREMENT

12.1 Standard Retirement

A. Upon retirement from the Ellington School System, an administrator shall be paid fifty dollars (\$50) per day for each day of accumulated sick leave. If said administrator gives one (1) calendar year's written notice of retirement said payment shall be one hundred dollars (\$100) per day.

B. Payment will be made in January of the calendar year following the year of retirement. The Board shall make a non-elective employer contribution to the retiring employee's 403(b) account for each employee who retires in accordance with this Article. The Board makes no affirmations regarding the taxability of such payments, which are the responsibility of the individual administrators.

C. Upon retirement from the Ellington School System, any administrator who has a minimum of ten (10) consecutive years in Ellington will be paid two hundred (200) dollars for each year of consecutive service in Ellington prior to retirement.

13.0 INCENTIVES – GRANTS

As an incentive to any administrator(s) who develops, prepares, submits, and receives approval for a competitive grant which will provide benefits to either the school system or children, the administrator(s) shall receive that portion of the grant designated for administrative development, preparation, and submission of the grant, if any.

14.0 MANAGEMENT RIGHTS

14.1 The Board reserves and retains, solely and exclusively, all its rights, expressed or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement, except as may have been modified herein. The Association agrees that the functions and rights of management belong solely to the Board and that the Association will not interfere with the Board's exercise of these rights and functions.

14.2 A. Enumerated Rights

The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel, manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation, provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes, decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers and other Board employees required to promote the efficient operation of the school system; distribute work to Board employees in accordance with the job content and job requirements determined by the Board; establish assignments for teachers and other Board personnel; transfer teachers and other Board personnel; determine the procedures for promotion of teachers and other Board personnel; create, enforce, and from time to time change rules and regulations concerning discipline and safety of teachers and other Board personnel; discipline, suspend or discharge teachers and other Board personnel; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

B. Unenumerated Rights

The listing of specific rights in subsection (A) of this section is not intended to be inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

C. The Board shall not, however, exercise any of its authority so as to contravene a specific provision of this Agreement.

15.0 FAIR PRACTICES

15.1 The duties, responsibilities or work year of any position in the bargaining unit shall not be decreased or increased, or otherwise altered, without prior negotiations with the Association.

15.2 The duties or responsibilities of any position in the administrator's bargaining unit shall not be reassigned out of the administrator's unit without the prior written agreement of the Association.

15.3 Any new member who is promoted will not take a decrease in pay if the new position begins at a lower pay.

15.4 Any administrator who works in a higher classification than his regular classification for more than five (5) consecutive school days shall receive, on the sixth day, the pay of the higher classification in which he/she is working.

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

15.6 Preference shall be given to qualified administrators currently employed by the Board over applicants of relatively equal qualifications from outside the district.

15.7 No administrator shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment or suspended without reasonable and just cause. If any such action is to be taken by the Board or its agents, the administrator shall be entitled to receive a statement or reasons in writing and to have a representative of the association present at any meeting at which such action is discussed.

15.8 All administrators shall be evaluated in accordance with the professional growth and development plan filed with the State Board of Education as referenced by the Ellington Comprehensive Professional Development and Evaluation Plan.

16.0 ASSOCIATION SECURITY

16.1 All administrators employed by the Board, as a condition of continued employment, shall join the Association or pay a service fee to the Association. Said service fee shall be set by the Association but shall not exceed the proportional cost attributable to collective bargaining, grievance adjustment and contract administration.

16.2 All administrators who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall continue in effect from year to year unless each administrator shall notify the Board and the Association in writing in the month of August of any year that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that the coming school year said administrators shall pay the service fee as described in Section 16.1 via payroll deduction.

16.3 For those administrators who have not delivered an authorization card by October 1 of the first year of this contract, the Board agrees to deduct the annual service fee, as set by the Association, from their salaries via payroll deduction. The amount of said service fee shall be certified by the Association to the Board prior to the opening of school each year.

16.4 Those administrators commencing employment after the start of the school year, shall within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section 16.2, or be subject to Section 16.3 after such thirty (30) days. The amount of dues or service fee under this section shall be a prorated amount equal to the percentage of the remaining school year.

16.5 If, during the school year, an administrator resigns, retires, receives an unpaid leave, or has his/her employment terminated and has paid the service fee or the membership dues, said administrator will be refunded that prorated amount of the service fee or membership dues that reflects the percentage of the school year not employed. Said refunds shall be through the services of the Association upon a written request made by the administrator.

16.6 No later than the first paycheck in October of each year, the Board shall provide the Association with a list of all certified employees as set forth in the Glossary of this agreement. The Board shall notify the Association monthly of any changes in said list.

16.7 The Association agrees to indemnify and hold the Board harmless against any or all claims, demands, suits, or other forms of liability that shall, or may, arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this article.

17.0 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.

18.0 AMENDMENT

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

19.0 DURATION

All provisions of this Agreement shall be effective as of July 1, 2014 and shall continue to remain in full force and effect to and including June 30, 2017.

Dated at Ellington, Connecticut, this _____ day of October, 2013.

ELLINGTON BOARD OF EDUCATION

By _____
Daniel Keune, Chair
Board of Education

**ELLINGTON ADMINISTRATORS'
ASSOCIATION**

By _____
David Pearson, President
Ellington Administrators' Association

By _____
Howard Friedman, Chair
BOE Negotiations Committee

APPENDIX A

ELLINGTON ADMINISTRATORS' SALARY SCHEDULE

	2.75% <u>2014-15</u>	2.75% <u>2015-16</u>	2.75% <u>2016-17</u>
High School Principal	\$137,048	\$140,817	\$144,689
Middle School Principal	\$131,434	\$135,048	\$138,762
Intermediate/ Elementary Principal	\$131,958	\$135,587	\$139,316
Elementary Principal	\$124,277	\$127,695	\$131,207
Director of Special Services	\$130,409	\$133,995	\$137,680
Assistant Principal	\$120,171	\$123,476	\$126,872
Elementary Assistant Principal	\$115,907	\$119,094	\$122,369
K-12 Supervisors	\$114,356	\$117,501	\$120,732

The Board may hire new administrators at a salary up to ten percent (10%) below the salary listed above for the position in question. In the second year of employment, the newly hired administrator will receive a salary that is one-half (1/2) the original reduction below the then-listed salary for the position in question. In the third year of employment, the administrator will receive the then-listed salary for the position in question. The parties agree that the movement of an administrator towards the salary listed in the salary schedule in accordance with this provision shall not be considered as an "increment cost" in calculating future salary schedules.