

Contract Between

LEDYARD BOARD OF EDUCATION

AND

**LEDYARD ADMINISTRATORS'
ASSOCIATION**

July 1, 2012 to June 30, 2015

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
I	Preamble	1
II	Recognition	1
III	Association Protection	1 - 2
IV	Duration	2
V	Grievance Procedure	2 - 4
VI	Protection of Administrators	4 - 5
VII	Sick Leave	5
VIII	Fringe Benefits	6 - 8
IX	Leaves Of Absence Other Than Sick Leaves	8 - 11
X	Work Year and Vacation Schedules	11 - 12
XI	Administrators' Rights	12 - 13
XII	Military Duty	13
XIII	Course Reimbursement	13 - 14
XIV	Management Rights	14 - 15
XV	Administrative Assignments	16
XVI	Promotions	17
XVII	Reductions In Staff	17 - 19
XVIII	General Provisions	19 - 21
XIX	Salary	21 - 22
XX	Child Bearing Leave	22 - 23
XXI	Longevity	23
XXII	Tax Sheltered Annuity	23
Appendix A	Salary Schedules	24

ARTICLE I
PREAMBLE

SECTION A

This Agreement is made and entered into by and between the Ledyard Board of Education (hereinafter referred to as the "Board") and the Ledyard Administrators' Association (hereinafter referred to as the "Association").

ARTICLE II
RECOGNITION

SECTION A

The Board hereby recognizes the Ledyard Administrators' Association as the exclusive representative for all employees in the administrators' unit comprised of all certified professional employees in the school district not excluded from the purview of Sections 10153a to 10-153n, inclusive, 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 administrators' unit, shall equal at least 50% of the assigned time of such employee.

Unless otherwise indicated, employees within the above described bargaining unit are hereinafter referred to as "administrators. Any term used herein that denotes sex, shall apply equally to members of both sexes.

SECTION B

Negotiations for a successor agreement shall begin in conformity with the time tables provided in Section 10-153(d) of the Connecticut General Statutes.

ARTICLE III
ASSOCIATION PROTECTION

SECTION A

Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all administrators below the rank of Assistant Superintendent employed by the Board shall, as a condition of continued employment, join the Ledyard Administrators' Association or pay a service fee to the Association. 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.

SECTION B

Each administrator represented by the Association shall, as a condition of employment and during said thirty (30) days, execute a form authorizing the Board to deduct the dues or service fee hereby established, which deductions will be made in equal installments on every payday during the school year. The amount of the service fee shall be certified by the Association to the Board prior to August 1st of each year. Those administrators whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining year.

SECTION C

The Board shall forward to the Ledyard Administrators' Association as soon as possible a check for the amount of money deducted during the previous pay period.

SECTION D

It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by an employee arising from the deductions made by the Board hereunder.

ARTICLE IV
DURATION

SECTION A

Except as provided below, the provisions of this Agreement shall be effective as of July 1, 2012 and shall continue and remain in full force and effect for a period of three (3) years to and including June 30, 2015, when such Agreement shall expire unless extended by the mutual consent of the parties, reduced to writing, or unless replaced by a successor agreement.

ARTICLE V
GRIEVANCE PROCEDURE

SECTION A

1. A grievance is hereby defined as a claim by an administrator or by the Association that a specific and identified section or sections of this Agreement has been violated or misapplied by the Board of Education or its designated representatives. All grievances, in order to be valid, must be reduced to writing and filed with the Superintendent within thirty (30) calendar days after the occurrence of the act or omission giving rise to the grievance, otherwise the claim shall be waived.

2. The parties both agree that the resolution of grievances should, to the extent possible, be handled informally. Therefore, if an administrator feels that he/she may have a grievance, the matter shall first be discussed informally with the Superintendent or his designee in an effort to resolve the problem. If, after such discussion, the administrator is not satisfied with the informal attempts to resolve the matter, he/she shall then have the right to file the grievance in writing. In any event, a grievance must, in order to be valid, be filed within thirty (30) calendar days of the act or occurrence giving rise to the grievance. In the event that an administrator is unable for whatever the reason to satisfactorily engage in informal discussions with the Superintendent or his designee as set forth above, he/she shall nonetheless have the obligation to formally file the grievance in writing with the Superintendent within the above-mentioned thirty (30) day period in order for the grievance to be valid. The Superintendent shall notify the Association of any grievance filed by an administrator and the resolution of said grievance.
3. The Superintendent or his designee shall have ten (10) work days to meet with the grievant, starting from the date the written grievance is filed with the Superintendent. The grievant may request the attendance of an Association representative at this meeting or any future step in the grievance process. At this meeting, the grievant shall explain the grievance to the Superintendent in an effort to reach a mutually acceptable settlement. The Superintendent shall have a period of five (5) work days, commencing with the day of the last grievance meeting within the above-described ten (10) day period in order to respond in writing to the grievance.
4. If, upon receipt of the Superintendent's written decision, the administrator is not satisfied with the disposition of the matter, the administrator shall have five (5) work days in which to file a written appeal of the Superintendent's decision to the Ledyard Board of Education. Upon receipt of such written appeal, the Ledyard Board of Education shall review the written grievance and schedule a meeting on the grievance within twenty (20) work days after the appeal of the Superintendent's decision is filed. At this meeting, the grievant shall be permitted to explain and discuss the claim with the Board of Education. The Board of Education shall have ten (10) work days following the conclusion of the grievance meeting in which to respond in writing to the grievance. The Board may, if it desires, appoint a permanent or ad hoc committee of its members for the purpose of handling grievance appeals.

No reprisals of any kind shall be taken by the Board, the administration, the Association or individual administrators against any participant in the grievance procedure by reason of such participation.

SECTION B - Arbitration

If, after receipt of the decision of the Board of Education, the Association is not satisfied with the disposition of the matter, the Association only may appeal the grievance to arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association. In order to be valid, the written appeal, signed by an officer of the Association from the Board's decision must be filed with the American Arbitration Association within ten (10) work days from the date of the Board of Education's decision, with a copy of such appeal sent to the Board. Thereafter, the parties shall be bound by the rules and procedures of the American Arbitration Association. The costs for services of the arbitrator, including per diem expenses, if any, as well as actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association. Only one grievance may be heard by an arbitrator and the arbitrator shall have no power to add to, delete or modify the terms of this Agreement.

Within twenty (20) days from the date of closing of the arbitration hearing or hearings, the arbitrator shall render his/her decision in writing with copies to the parties. The decision shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the Board, the administrator and the Association to the extent provided by law.

ARTICLE VI
PROTECTION OF ADMINISTRATORS

SECTION A

The Board agrees that the provisions of Section 10-235 of the General Statutes shall apply to its administrators and that such protections shall be extended to any administrators against whom a claim, demand, suit or judgment has been made in accordance with the provisions of such statute.

SECTION B

Administrators shall immediately report in writing to the Superintendent of Schools all instances of assault suffered by them in connection with their employment by the Board. The Board shall hold harmless any administrator in any action arising out of the assault on an administrator or out of disciplinary action taken against a student by an administrator in accordance with the provisions of Section 10-235(a) of the Connecticut General Statutes.

SECTION C

If civil proceedings are brought against an administrator alleging that such administrator committed an assault in connection with his employment by the Board, the provisions of Section 10-235 of the General Statutes shall be honored by the Board.

SECTION D

When an administrator is absent from school as a result of injury caused by an assault on such administrator arising out of and in the course of his/her employment, he/she shall be paid full salary, less the amount of any workers' compensation award made for temporary disability due to said injury, in accordance with the applicable provisions of Section 10-235 of the Connecticut General Statutes and the workers' compensation provisions of said General Statutes. Said absences shall not be deducted from administrators sick leave account.

ARTICLE VII
SICK LEAVE

SECTION A

Administrators whose work year is more than two hundred (200) days shall be entitled to twenty (20) days of sick leave with full pay annually. Part-time administrators will receive a prorated number of sick days based on the amount provided to full time administrators. The accumulation of unused sick leave shall not exceed the number of days in the individual administrator's work year. After five (5) consecutive workdays of absence on sick leave, an administrator may be required to submit a doctor's certificate to the Superintendent that verifies the medical reason for the absences.

SECTION B

In the event of catastrophic illness, special consideration for extension of sick leave may be requested of the Board of Education by written application of the administrator, accompanied by a physician's certification. Such written request shall be made to the Board through the Superintendent who shall forward such request to the Board together with a recommendation. The Board agrees to review such requests in good faith, but shall not be bound to grant them.

SECTION C

Administrators shall be notified in writing of the number of sick days accumulated by them prior to October 1st of that year.

SECTION D

In all cases, administrators absent on sick leave shall contact the office of the Superintendent immediately upon a determination that they will be absent from school on sick leave. The absent administrator will also keep the Superintendent informed as to the anticipated duration of the absence.

ARTICLE VIII
FRINGE BENEFITS

SECTION A

1. The Board of Education agrees to provide the following insurance coverages, or comparable coverages, for the term of this contract.

Option 1

Anthem Century Preferred, as described in the Century Preferred Summary Booklet for sub-group 2088-224, with office co-pay of \$25. The Board shall pay 80% of the premiums for Option 1 coverage. The plan will include the following co-pays: \$100 emergency room, \$100 urgent care, \$300 hospital admittance and \$300 out patient surgery.

Option 2

Anthem Blue Care with office co-pay of \$25. The Board shall pay 80% of the premiums for Option 2 coverage. The plan will include the following co-pays: \$100 emergency room, \$100 urgent care, \$300 hospital admittance and \$300 out patient surgery and the following out of network provisions:

Out of network deductibles	\$400/\$800/\$1,200
Coinsurance maximum	\$1,000/\$2,000/\$3,000
Out of pocket maximum	\$1,400/\$2,800/\$4,200
Lifetime maximum	\$1,000,000

2. In addition the prescription rider shall be an Anthem formulary plan with co-pays \$15 generic, \$20 formulary and \$35 non-formulary with a 2.0 times co-pay for up to 90 day mail order prescriptions in each year. There shall be an unlimited per year maximum. The Board of Education shall pay the same percentage of premium for this benefit as specified in paragraph 2 above, based on the coverage selected by the administrator.
3. Out of network limitations will be as follows:

Deductible	\$400/ \$800/\$1,200 (single/2-person/family)
Coinsurance Maximum	\$1,000/\$2,000/\$3,000 (single/2-person/family)
Out of Pocket Maximum	\$1,400/\$2,800/\$4,200 (single/2-person/family)
Lifetime Maximum	\$1,000,000
4. Family members shall be defined as per the Anthem Century Preferred Summary Booklet.

SECTION B

Life insurance on the life of the administrator in the amount of two hundred fifty thousand dollars (\$250,000).

SECTION C

1. Long-term disability insurance for each administrator at sixty percent (60%) of annual salary with a maximum of six thousand dollars (\$6,000) per month.
2. A Professional employee shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by each administrator and/or their families. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. The employee may also voluntarily contribute additional dollars to the account under sections 125, 129, 105, and 106 of the Internal Revenue Code. Cost of the administration of the plan shall be borne by the Board.

3. Subject to the availability of coverage by the carrier, Ledyard administrators who have reached the age of fifty-five (55), have qualified for retirement with the Connecticut State Retirement Board and who retire after the ratification by both parties of this Agreement, may have the option of being retained in the Board's approved carriers insurance plans for administrators. Any premiums or membership costs not reimbursed from the state or other sources shall be paid fully by the retired administrator and shall involve no expense to the Board of Education. Payments shall be submitted to the Office of the Superintendent in accordance with the schedule established between the Board of Education and the insurance carrier. Failure to do so will result in an automatic loss of coverage. The Association agrees to indemnify and hold harmless the Board from all types of suits, litigation and other claims arising from action taken by the Board pursuant to this section, provided, however, that the Board shall not be saved harmless from errors of omission on its part. Retirees shall be notified promptly, by certified mail to the last known address, of the payment schedule established between the Board of Education and the insurance carrier.
4. Administrators who were enrolled in the insurance waiver provision in 2007-08 may elect to waive all health insurance benefits and, in lieu thereof, be remunerated in the amount of fifty percent (50%) of the premium saved by the Board at the time of the waiver because of said waiver. Such remuneration shall be paid twice per year, on or about December 1 and June 1. Administrators choosing this option shall be able to change their option on July 1, for any reason, and/or at one other time during each year, if there has been a significant change in the administrator's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the business manager at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations including waiting periods, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.

SECTION D

The Board may change carriers for any of the above insurance provided that the coverage and benefits are substantially equal to those currently offered, and that no such change shall result in any lapse of benefits. At least sixty (60) days prior to changing of carrier, the Board or its designee shall notify the President of the Association, and the parties will meet to discuss the proposed changes.

If the Board and the Association are unable to agree that the changes proposed are substantially equal within sixty (60) days from notice by the Board of its intention to change carriers, the matter, at the request of either party, shall be submitted to binding arbitration. Either party may request that such arbitration be expedited under the Rules

of the American Arbitration Association for expedited arbitration. No change shall be implemented prior to the completion of arbitration, if required.

SECTION E

The Board agrees to assist administrators in paying dues in the following educational organizations: ASCD, EMSPAC, NASSP, PHI DELTA KAPPAN or for participation in other professional development programs with prior approval of the Superintendent. The Board will contribute \$150.00 per Association member.

ARTICLE IX
LEAVES OF ABSENCE OTHER THAN SICK LEAVES

SECTION A - Personal Leave

1. Administrators are eligible for a maximum of six (6) days annually with full pay, but not cumulative, to be used when needed to conduct the following personal business:
 - a. marriage of self or immediate family members;
 - b. death or illness of immediate family;
 - c. funeral attendance for other than immediate family;
 - d. legal requirements;
 - e. religious holidays;
 - f. graduation of children, spouse or self from high school, college or university; or
 - g. other circumstances that may be deemed extraordinary by the Superintendent and the administrator.
 - h. two (2) of these days may be used at the discretion of the administrator, except that at least three (3) days notice must be given the Superintendent, except in cases of emergency, and such day shall not be taken on the day before or after a school vacation.
2. The Superintendent may recommend the extension of personal days with or without pay. All requests for personal leave must be made to the Superintendent at least ten (10) working days prior to the date of the requested leave, except in the case of an extreme emergency when such advanced request is not possible.
3. **Extended Leave:** An extended leave of absence may be granted by the Board for personal reasons. The leave shall extend only for one (1) school year or less.

An administrator on personal leave of absence must notify the Superintendent in writing prior to March 1 if he/she intends to return to the school system the following year. For leave commencing after March 1, such notification must be given no less than sixty (60) days prior to the intended return date. In the event the administrator so indicates his/her intention to return, he/she shall be reappointed to his/her original position, if such position continues to exist, or to a mutually acceptable position, unless said administrator is otherwise subject to reduction under the provisions of Article XVI of this Agreement. Personal leave of absence shall be taken without pay or credit for salary increments and will terminate at the end of the approved period of time. An administrator on personal leave shall retain the sick leave accumulated prior to the commencement of leave. If requested by the administrator, group health and/or insurance programs will be continued at no cost to the Board of Education.

SECTION B - Professional Leave

Administrators may be granted professional leave days by the Superintendent of Schools. Requests for such leave must be made in writing at least ten (10) days prior to the date requested and will be subject to the approval of the Superintendent. The Superintendent may approve such leave for attendance and/or participation in professional institutes, meetings of state or national organizations of which the administrator is a member and professional conferences.

The Board agrees to reimburse administrators who attend such professional meetings for reasonable expenses incurred for such attendance. The Board shall allocate \$200.00 for each member of the Association for this purpose. If requested by the Superintendent, administrators will provide a written summary to be shared with other administrators and/or staff.

It is understood that, in some cases, it may be necessary for the Superintendent to assign administrators to attend such functions. In such cases, the reasonable expenses incurred as described in the above paragraph shall be reimbursed.

In order to encourage the development of innovative projects and research related to administrative leadership, \$2,000.00 shall be allocated for planning grants. A committee comprised of two members of the Association and the Superintendent shall develop guidelines for the grant application and selection process.

SECTION C - Sabbatical Leave

Sabbatical leave requests may be granted by the Board in its sole discretion to applicants with at least seven (7) years of active service in education, the last four (4) of which must be active service as a member of the bargaining unit, subject to such terms as the Board and the successful applicant shall agree upon.

SECTION D - Academic Leave of Absence

An academic leave of absence may be granted for one (1) school year or less upon recommendation of the Superintendent and approval of the Board. An interim administrator will be appointed during the absence of the administrator on leave. An administrator on academic leave of absence must notify the Superintendent in writing prior to March 1 if he/she intends to return to the school system the following year. For leave commencing after March 1, such notification must be given no less than sixty (60) days prior to the intended return date. In the event the administrator so indicates his/her intention to return, he/she shall be reappointed to his/her original position, or mutually acceptable position, unless said administrator is otherwise subject to reduction under the provisions of Article XVI of this Agreement. Academic leave of absence shall be granted based on a cumulative assessment of the following criteria:

- a. value of leave to the school system;
- b. quality of service such as evaluations and letters of commendation or reprimand;
- c. number of years' service; and
- d. availability of a certified and qualified person to serve as an interim administrator.

Academic leave of absence shall be taken without pay and will terminate at the end of the approved period of time. An administrator on academic leave shall continue to accrue sick leave on the same basis as granted by the existing contract. If requested by the administrator, group health and/or insurance programs will be continued at no cost to the Board of Education.

An academic leave of absence shall not be considered a break in seniority, and seniority shall accrue.

ARTICLE X

WORK YEAR AND VACATION SCHEDULES

SECTION A - Ledyard High School

1. The Principal shall have a twelve (12) month work year of 217 actual work days in 2012-13, 220 in 2013-14 and 2014-15. Vacation shall be scheduled in consultation with the Superintendent.
2. The work year for the First Assistant Principal and Coordinator of Student Services shall equal 209 days effective July 1, 2012, 212 effective July 1, 2013, with days beyond the school year to be scheduled in consultation with the Superintendent.

3. The work year for the Second Assistant Principal and the Dean of Students shall equal 202 days effective July 1, 2012, 205 effective July 1, 2013 with days beyond the school year in consultation with the Superintendent.

SECTION B - Ledyard Middle School

1. The Middle School Principal shall have a twelve (12) month work year of 217 actual work days in 2012-13, and 220 in 2013-14 and 2014-15. Vacation shall be scheduled in consultation with the Superintendent.
2. The work year for the Middle School Assistant Principal shall equal 202 days effective July 1, 2012, 205 effective July 1, 2013, with days beyond the school year to be scheduled in consultation with the Superintendent.

SECTION C - Elementary Schools

1. The work year for the Elementary Principals shall begin on or about the seventh work day of August and shall conclude on or about June 30th. Total workdays shall equal 212 days effective July 1, 2012, and 215 effective July 1, 2013, with days beyond the school year in consultation with the Superintendent.
2. The work year for the Elementary Assistant Principals shall be 202 days effective July 1, 2012, and 205 days effective July 1, 2013, with days beyond the school year in consultation with the Superintendent.

SECTION D - District-Wide

The Director of Special Education shall work 217 days per year in 2012-13, and 220 effective July 1, 2013, scheduled by the Superintendent.

SECTION E - Vacations

In addition to the vacation periods and non-work year periods as hereinbefore described, all administrators shall be entitled to the following vacation days and periods:

1. All federal and state holidays for which school is not in session.
2. All non-session days during the school year with the understanding that the administrators will notify the office of the Superintendent of their intentions to be absent during non-session days.
3. For twelve month employees, up to five (5) vacation days may be carried over from one school year to the next to a maximum of ten (10), and be taken at such time as may be approved by the Superintendent in order to cause the least disruption to the school system. Twelve month administrators may take up to ten (10) carried over vacation days at the time of retirement or resignation.

From time to time as particular need arises, the Superintendent may request that administrators attend a meeting or otherwise work during a non-session day during the school year.

The administrators agree to respond to such reasonable requests in a professional and responsible manner.

ARTICLE XI
ADMINISTRATORS' RIGHTS

SECTION A

The private and personal life of an administrator is not within the concern or attention of the Board of Education except as it may interfere with the administrator's job performance responsibilities to and relationships with students and/or the school system. The parties recognize that the principal is the educational leader of the school in which he/she works.

SECTION B

Recognizing their obligations under applicable federal and state statutes, the Board, the Association and administrators agree that they shall not engage in any unlawful discrimination. This provision is not subject to the grievance procedure.

SECTION C

At the discretion of the Superintendent of Schools, administrators will attend Board of Education meetings.

SECTION D

The Board of Education reserves the right to require attendance at in-service programs held beyond the normal work day if educational funds are expended for the service to the administrators. If an administrator is required to attend in-service programs that are held on a day an administrator is not normally scheduled to work, that administrator will be paid an hourly rate based on his per diem for time in attendance at said in-service.

SECTION E

The Board agrees to reimburse any administrator in accordance with the prevailing mileage rate established by the Internal Revenue Service on January 1 of the previous contract year for travel to and from Board of Education meetings and in-service meetings held on non-session days if they are required to attend by the Superintendent of Schools and are not paid an hourly rate according to Section D, above.

ARTICLE XII
MILITARY DUTY

SECTION A

Administrators called to enter military service shall be given all rights set forth under applicable state and federal statutes.

ARTICLE XIII
COURSE REIMBURSEMENT

SECTION A

Administrators will be reimbursed for graduate courses of study if such courses or a plan of study were approved by the Superintendent prior to their commencement.

SECTION B

Reimbursement will be paid at the rate of eighty-five percent (85%) of the cost per credit hour not to exceed eighty-five percent (85%) of the cost per credit hour at the University of Connecticut. If the administrator is reimbursed for courses by an outside agency or group, the administrator shall not be reimbursed by the Board.

SECTION C

Credit reimbursement will be made up to a total of fifteen (15) credits per year.

SECTION D

Credit reimbursement shall be made by the second pay period after submission of evidence of successful completion of course work, but not later than June 30th of any given year.

SECTION E

A request for credit reimbursement, together with acceptable substantiation, will not be accepted if received later than the second week in June, and may not be applied for in the following year.

SECTION F

Credit reimbursement for courses taken during summer months will be granted only if the person returns for the following school year.

ARTICLE XIV
MANAGEMENT RIGHTS

SECTION A

1. The Board reserves and retains, solely and exclusively, all its rights, express or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement. 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.
 - 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 therefor; 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 administrators required to promote the efficient operation of the school system; distribute work to administrators in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for administrators; transfer administrators; determine the procedures for promotion of administrators; create, enforce and, from time to time, change rules and regulations concerning discipline of administrators; discipline, suspend or discharge administrators; 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 (1) of this section is not intended to be all 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.

SECTION B

Where the Board has negotiated specific language in this Agreement, such language shall not be modified without the mutual consent of the Association. All present language in the Agreement shall be subject to the grievance procedure except as specifically excluded by that language.

SECTION C

Where rights noted above granted the Board relate to terms and conditions of employment of members of the bargaining unit, the Board agrees to:

1. Notify the Association at least thirty (30) days prior to the implementation of the proposed changes where possible in the best interest of the district, and
2. Negotiate the impact of such changes in conformity with Section 153f(e) of the General Statutes.

ARTICLE XV
ADMINISTRATIVE ASSIGNMENTS

SECTION A

In the event the Board decides to materially, substantially and permanently (as opposed to temporarily) change or alter the duties or responsibilities of any position represented by the Association, it shall notify the affected individual(s) and the Association, in advance, preferably at least thirty (30) days prior to implementation of the proposed change. The Association shall have the opportunity to meet and consult with the Board prior to the proposed change becoming operational. In emergency cases, no advance notification need be given and discussions shall be held as soon as possible. In the event such change or alteration is more than "de minimus", the effect of such change or alteration on the salaries and employment conditions of such position, and on any other bargaining unit positions affected by such change or alteration, shall be subject to negotiations upon demand by the Association pursuant to Section 10-153f(e) Connecticut General Statutes.

SECTION B

In the event the Board decides to exercise its authority to eliminate, consolidate or reduce to less than full-time status any position represented by the Association, it will provide appropriate advance notification to both the individual member(s) and the Association. To the extent that such eliminations, consolidations, or reductions impact on working conditions of the remaining administrators, the Board agrees to negotiate such impact in conformity with Section 10-153f(e) of the Connecticut General Statutes.

SECTION C

In the event of any change or reclassification of administrative/supervisory positions, or in the event of any transfer or reassignment, the administrator or administrators affected thereby shall be paid the salary called for in the new position as long as it does not result in a reduction in pay, provided that in the event of transfer or reassignment 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 thereby shall be paid the salary called for in the new position whether or not a reduction. If a reduction in pay would have resulted, the administrator will continue at the same rate of pay he/she had received in the former position until the rate of the new position equals or exceeds the rate of the former position. The issue of competence or proper qualifications as aforesaid shall be specifically subject to the grievance procedure provided in Article V of this Agreement.

**ARTICLE XVI
PROMOTIONS**

SECTION A

The Association recognizes that the promotion and assignment of administrative personnel within the school system is the right and duty of the Superintendent.

SECTION B

Whenever a vacancy in a promotional position is to be filled, the Superintendent shall notify each administrator at least ten (10) calendar days prior to the filling of this vacancy.

SECTION C

Said notice of vacancy shall clearly set forth qualifications for the position.

SECTION D

Administrators who desire to apply for such vacancy shall file their applications in writing with the Personnel Office within the time limit specified in the notice. The Personnel Director will notify each applicant in writing when a decision has been reached as to whether or not the particular applicant was successful.

**ARTICLE XVII
REDUCTIONS IN STAFF**

SECTION A

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

SECTION B

In the event such a decision is made, the Board agrees to make reasonable efforts to retain the affected administrators within the Ledyard school system as follows:

1. If there exists another equivalent or subordinate position in an area represented by the Association and such position is vacant and the affected administrator is certified and qualified to fill such vacant position, he/she shall be assigned to said position. If there is no such position available, the affected administrator will be allowed to displace, i.e. bump, an administrator, based on administrative seniority in the bargaining unit, provided the affected administrator is certified and qualified in the same or a lower administrative position as set forth below in Section 2. In the event an administrator is assigned to a subordinate position, he/she shall continue at the salary level received prior to such assignment, until such time as the salary for the subordinate administrator's position equals or exceeds the administrator's previous salary level.
2. For purposes of this Article, bumping shall be allowed as follows:
 - A. High School Principal may bump all other high school positions.
 - B. Middle School Principal/Elementary may bump within this group and may bump down to all Assistant Principals and the high school coordinator.
 - C. All Assistant Principals and the High School Coordinator may bump within this group and within Group E, High School Dean of Students.
 - D. Director of Special Education may bump the High School Coordinator
 - E. High School Dean of Students
3.
 - a. Before such release takes place, the administrator shall be eligible for a teaching position in conformity with the reduction in force language in the Agreement with the Ledyard Education Association. In such event, the administrator shall maintain any unused sick leave accumulated. The salary of the reduced employee shall be held constant for the first year in the new position.
4. In the event that an administrator cannot be assigned to a position following the elimination of his/her position under either step 1 or 2 above, the administrator shall be entitled to be laid off for a maximum period of two (2) years commencing

with the last day of employment. During such layoff period, the administrator shall be entitled to another equivalent or subordinate position covered by the LAA which becomes open.. It

is the obligation of the individual administrator to keep the Superintendent fully apprised of his/her current mailing address, and any obligation the Board shall have under this Article shall be fully discharged by transmitting a letter by certified mail to the last address of the laid off administrator appearing on current records maintained by the Superintendent notifying said administrator of the availability of a position and granting said administrator a period of time as set forth in the notification letter to apply for said position.

5. An administrator to be laid off may not refuse assignment in any vacant administrative position. If any such position is vacant at the time of layoff, said administrator must accept such position or forfeit completely all layoff and recall rights. The inverse shall be true with respect to recall from layoff and the Board shall not have any obligation to offer a laid off administrator recall to an administrative position more than one time. Before such release takes place the Administrator shall be eligible for a teaching position in conformity with the reduction-in-force language in the Agreement with the Ledyard Education Association.
6. Under no circumstances shall the Board be required to promote or transfer any administrator in the event of a reduction in staff or to continue unchanged the salary level of any administrator who is transferred or reassigned to another position in the school system, other than to the limited extent set forth above. In cases where no administrative or teaching positions are available, the Board agrees to continue the present insurance coverages at the Board's expense for a period not to exceed six (6) months or until the Administrator is re-employed, whichever comes sooner.
7. Any and all termination of employment of members of the bargaining unit shall take place solely and exclusively under applicable provisions of Section 10-151 of the Connecticut General Statutes. No such termination shall in any way be the subject of a grievance proceeding under the grievance procedure set forth in this contract.

ARTICLE XVIII **GENERAL PROVISIONS**

SECTION A

It is understood that this Agreement is subject to, and shall operate within the framework of, the statutes of the State of Connecticut.

SECTION B

It is understood that administrators shall continue to serve under the direction and assignment of the Superintendent of Schools in accordance with Board and administration policies, position descriptions, rules and regulations.

SECTION C

There shall be no reprisals of any kind taken against any administrator by reason of his membership or lack of membership in a professional education organization or by reason of participation or lack of participation in its activities.

SECTION D

Administrators shall be evaluated in accordance with Section 10-151(b) of the Connecticut General Statutes.

SECTION E

Administrators shall have the opportunity to review and discuss their evaluation reports with their evaluator and with the Superintendent of Schools and to review the contents of any evaluation reports originated in the Ledyard school system which are contained in their personal files as maintained by the Superintendent of Schools.

SECTION F

If any portion of this Agreement is declared illegal 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.

SECTION G

This Agreement may not be modified in whole or in part except by an appropriate instrument in writing duly executed by authorized representatives of both the Board and the Association.

SECTION H

Administrators who resign or retire shall provide a minimum of sixty (60) days written notice of such intent to resign or retire to the Superintendent of Schools. This notice may be waived at the discretion of the Board.

SECTION I

The administrators and the Association shall not, at any time, collectively or individually, call, authorize, instigate sanction, approve or condone any strike, slowdown, work stoppage, refusal to render services or other action against the Board or its administration which would impede the proper functioning of the school system.

SECTION J

No administrator shall be reprimanded in writing, reduced in compensation, suspended or transferred to a teaching position without just cause.

SECTION K

An administrator shall have the right to review his personnel file at a time mutually acceptable to the Superintendent or designee and the administrator.

SECTION L

An administrator may request a duplicate copy of any materials in his file at a cost not to exceed ten (10) cents per page.

SECTION M

No written reprimands or derogatory material shall be placed in an administrator's file prior to his receiving a copy. The administrator shall be required to sign a copy of such written reprimand or derogatory material to signify receipt thereof.

SECTION N

No anonymous materials of a derogatory nature shall be placed in an administrator's file, except as required by law.

**ARTICLE XIX
SALARY**

SECTION A

Salaries for individual administrators shall be in accordance with Appendix A attached hereto.

SECTION B

Each administrator shall be paid his/her annual salary beginning with the first pay period in July in equal installments of one twenty-sixth (1/26) of the total contractual salary and every two (2) weeks thereafter until twenty-six (26) payments have been made.

If a scheduled payday falls on a legal holiday or during a vacation period, administrators shall be paid on the last regular working day immediately preceding the holiday or vacation period. If termination of employment comes prior to the end of the regular school year, an administrators annual salary will be prorated on the basis of number of days of actual employment.

SECTION C

Pay deductions at the rate of the total number of work days for an administrator divided into the total contractual salary shall be made for each day of unauthorized absence from work.

SECTION D

Administrators holding a doctorate at the commencement of any school year shall receive an annual payment of \$1,500.

Effective July 1, 2013, administrators holding a doctorate at the commencement of any school year shall receive an annual payment of \$2,000.00

SECTION E - WITHHOLDING SALARY INCREASES

The Board of Education may withhold a salary increase for unsatisfactory service. A salary increase in any year may be withheld under the following conditions:

1. The Superintendent may recommend to the Board of Education that, a salary increase be withheld, but prior to such recommendation, the Superintendent shall:
 - a. Hold a meeting with the administrator, clearly stating the facts as to why the recommendation may be made.
 - b. Allow a reasonable period of time for the administrator to make the necessary improvements.
 - c. If, in the judgment of the Superintendent, there is not adequate improvement, the recommendation shall then be made to the Board of Education that the increase be withheld.
2. The administrator in question has the right to be present with representation of his or her own choosing and give testimony as part of the Board of Education's deliberations on the matter.
3. Section F is subject to the grievance procedure of this contract, but the evaluation itself is not.

ARTICLE XIX **CHILD BEARING LEAVE**

SECTION A

Leave shall begin when in the opinion of her doctor, the administrator is no longer able

to work, or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is able to return to work. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation. However, a pregnant administrator, in addition to following the procedures set forth above, is required to provide at least sixty (60) calendar days notice, in writing to the Superintendent, if she intends to request an extended leave of absence or resign for the purpose of child rearing as indicated below.

SECTION B

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 Section 10-156 of the Connecticut General Statutes.) Accumulated sick leave shall be available for use during periods of such disability. Disability leave beyond any accumulated sick leave shall be available without pay for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.

SECTION C

Policies involving the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

ARTICLE XXI **LONGEVITY**

SECTION A

After twenty-five (25) years of employment as a teacher or administrator, fifteen (15) of which must be cumulative service in Ledyard, an administrator shall receive a one-time stipend of three hundred (\$300.00) dollars.

SECTION B

After thirty (30) years of employment as a teacher or administrator, fifteen (15) of which must be cumulative service in Ledyard, an administrator shall receive a one-time stipend of five hundred (\$500.00) dollars.

ARTICLE XXII **TAX SHELTERED ANNUITY**

The Board shall contribute \$750 for each administrator to a tax sheltered annuity plan selected by the administrator. These contributions will be included for the purposes of computing retirement contributions and benefits.

Effective July 1, 2013, the Board shall contribute \$1000 for each administrator to a tax sheltered annuity plan selected by the administrator. These contributions will be included for purposes of computing retirement contributions and benefits.

Chairperson
Ledyard Board of Education

Chairperson
Ledyard Administrators' Association

Date

Date

APPENDIX A
ADMINISTRATORS' SALARIES

<u>POSITION</u>	<u>2012-13</u> <u>Salary</u>	<u>2013-14</u> <u>Salary</u>	<u>2014-15</u> <u>Salary</u>
High School Principal	\$138,549	\$141,181	\$143,864
High School First Assistant Principal	\$119,570	\$121,842	\$124,157
High School Coordinator of Student Services	\$119,570	\$121,842	\$124,157
High School Second Assistant Principal and High School Dean of Students	\$115,486	\$117,680	\$119,916
Middle School Principal	\$132,179	\$134,690	\$137,250
Middle School Assistant Principal	\$115,472	\$117,666	\$119,901
Elementary Principal	\$126,040	\$128,435	\$130,875
Elementary Assistant Principal	\$107,284	\$109,322	\$111,400
Director of Special Services	\$127,401	\$132,179	\$134,690

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 two-thirds (2/3) the original reduction below the current salary for the position in question. In the third year of employment, the newly hired administrator will receive a salary that is one-third (1/3) the

original reduction below the current salary for the position in question. In the fourth year of employment, the administrator will receive the current 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.