

AGREEMENT

Between

EAST LYME BOARD OF EDUCATION

and

EAST LYME ADMINISTRATORS' ASSOCIATION

July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

| | <u>Page(s)</u> |
|--|----------------|
| Article I Preamble | 1 |
| Article II Recognition | 1 |
| Article III Grievance Procedure | 1 – 3 |
| Article IV Salaries, Benefits, Hours of Work and Other Conditions of Employment | 3 – 13 |
| Insurance | 3 – 6 |
| Length of School Year | 6-7 |
| Workday | 7 |
| Sick Leave | 7 - 9 |
| Personal Leave | 9 |
| Sabbatical Leave | 10 - 11 |
| Miscellaneous Leaves | 11 |
| Vacations | 11 – 13 |
| Professional Development | 13 |
| Conditions of Employment for Less than Full Year Administrators | 13 - 14 |
| Article V Assignments, Vacancies | 14 - 15 |
| Article VI Early Retirement | 15 - 16 |
| Article VII Employment Security | 16 - 18 |
| Article VIII Miscellaneous | 19 |
| Article IX Salary Schedule | 19 - 20 |
| Article X Just Cause Provision | 20 |
| Article XI Severability | 21 |
| Duration | 21 |
| Grievance Procedure Form (Appendix A) | 22 |
| Association Salaries 2021-2024 (Appendix B) | 23 |
| Memorandum of Understanding | 24-25 |

ARTICLE I PREAMBLE

Section 1

This Agreement is entered into this _____ day of _____, by and between the East Lyme Board of Education (hereinafter referred to as the "Board"), East Lyme, Connecticut, and the East Lyme Administrators' Association (hereinafter referred to as the "Association"), East Lyme, Connecticut.

Section 2

The purpose of this Agreement is the promotion of harmonious relations between the Board and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

ARTICLE II RECOGNITION

Section 1

The Board recognizes the Association pursuant to the Connecticut General Statutes as the representative of those certified professional employees of the Board who are not excluded from the purview of sections 10-153a to 10-153n, inclusive, and who are employed in positions requiring an intermediate administrator or supervisor's certificate, or the equivalent thereof, and whose administrative or supervisory duties, for the purpose of determining membership in the administrators' unit, shall equal at least fifty percent of the assigned time of each employee.

Section 2

The Association shall furnish the Board with a list of its officers and shall notify the Board as soon as possible of any changes. Such notification shall be sent to the Superintendent of Schools (hereinafter referred to as the "Superintendent"). No officer shall be recognized by the Board until such written notification of his or her appointment is received by the Board from a duly authorized officer of the Association.

ARTICLE III GRIEVANCE PROCEDURE

Introduction

The Board and the Association recognize that under most circumstances, matters involving personnel relations between professional persons should be handled on an individual, informal basis; that where it becomes necessary to adjudicate such matters in a formal manner, there may be damage to the professional relationship.

On this basis, the Board will expect all administrative employees to respect the provisions of its policies and to resolve their problems in a professional manner. This article is included only to provide a formal procedure. A sincere effort will be made on the part of the administrators, who believe they have a grievance, to resolve those grievances on an informal basis with an immediate superior in accordance with appropriate Board policies.

1. Definitions

- a. A “grievance” to be considered under this formal procedure must be initiated in written form by an administrator within thirty (30) calendar days of its occurrence, and shall mean a complaint that the administrator has suffered because of a violation of a provision of this Agreement.

2. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level hereinafter specified should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Time devoted to resolving problems under this grievance procedure shall not normally be taken from regular school hours.

a. Level One – Superintendent

If a sincere effort has been made to settle the complaint on an informal basis, and the administrator believes that the cause of the complaint has not been remedied, he/she shall set forth the grievance, in writing on the Grievance Procedure Form (Appendix A), to the Superintendent specifying:

- i. The nature of the grievance.
- ii. The nature and extent of his/her distress.
- iii. The results of previous discussions.
- iv. The portion of this Agreement which the administrator feels has been violated.

The Superintendent shall confer with the administrator and the Association. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. If the grievance is not resolved to the administrator’s satisfaction, the Superintendent shall make a statement on the grievance form within an additional three (3) school days to use on Level Two.

b. Level Two – Board of Education

The Board, or a committee thereof, shall review the grievance, hold a hearing with the administrator if requested, and make a statement on the grievance form of the action taken, within thirty (30) calendar days.

c. Level Three

- i. If the aggrieved administrator is not satisfied with the disposition of his or her grievance at the second level, the Association may claim the grievance to arbitration with the American Arbitration Association (hereinafter referred to as the “AAA”). All valid claims for arbitration must be submitted to the AAA office in Hartford, Connecticut, with a copy sent,

by certified mail, to the Superintendent within five (5) days of the decision rendered at the second step of the grievance procedure.

- ii. The parties shall agree upon a mutually acceptable arbitrator from a list of arbitrators submitted by the AAA.
- iii. Once selected, the arbitrator shall schedule a hearing after school hours at which the administrator and his or her representative and the Board and its representatives may be heard. The arbitrator, governed by the rules of the AAA, shall render a decision in writing to the Board and the Association, setting forth findings of fact, reasoning, and conclusions on the issues submitted.
- iv. The decision of the arbitrator shall be final and binding upon all parties.
- v. The cost of arbitration shall be borne equally by both the parties.
- vi. At stages 1 and 2 of the Grievance/Hearing procedure, the aggrieved may be represented by a person or persons of personal choosing. At stage 3 of the procedure, the aggrieved may only be represented by a person authorized by the Association.

Grievance/Hearing records shall be kept separate from regular personnel records.

Only those who have a role in the Grievance/Hearing procedure are entitled to information regarding the grievance and they have an obligation to keep such information confidential.

No reprisals of any kind shall be taken by either party against any participant in the Grievance/Hearing procedure by reasons of such participation.

ARTICLE IV **SALARIES, BENEFITS, HOURS OF WORK, AND OTHER** **CONDITIONS OF EMPLOYMENT**

Section 1

Effective July 1, 2021, and lasting through June 30, 2024, each administrator shall be paid a salary pursuant to the salary schedule attached herewith, and labeled as Appendix B.

Section 2 – Insurance

1. Each administrator shall receive term life insurance coverage equal to twice his/her annual salary for that fiscal year. Premiums for said life insurance will be paid by the Board.
2. A. The Board shall provide all participating administrators (presently employed as administrators) who are .5 FTE or greater and hired on or before June 30, 2017, and their families with the following insurance coverage as selected by the participating administrator, which coverage shall run from July 1st through June 30th of each year.
 - B. Administrators who are less than 0.5 FTE may, at their option, purchase through payroll deduction, the coverage specified above. The administrator shall be responsible for 100% of the premium costs.

3. State Partnership Plan 2.0 (SPP)

The Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health medical benefits, including dental. The plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

a. The premium rates shall be set by the SPP. Based on such rates, a blended rate will be established to provide the same rate to active and retired teachers in accordance with state statute.

b. The employee percentage share of such premium cost shall be:

| | | |
|---------|-------|-------|
| 2021-22 | 82% | 18% |
| 2022-23 | 81.5% | 18.5% |
| 2023-24 | 81% | 19% |

d. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP teachers impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

e. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as seven or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as seven or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five

preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

iii) If there is any material amendment to the ACA that would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as seven or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

f. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the Health Plans set forth in the parties' 2018-2021 contract to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

4. The Board may change carriers and/or plan administrators, for the above insurance, or provide such coverage through a consortium of other employers, provided that the coverage and benefits are substantially equivalent to those currently offered. At least sixty (60) days prior changing of carrier or plan administrator, the Board or its designee shall notify the President of the Association, and the parties will meet to discuss the proposed change.

If the Board and the Association are unable to agree that the changes proposed are substantially equivalent within sixty (60) days from notice by the Board of its intention to change carriers and/or plan administrators, 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.

5. Upon retirement, administrators may opt to continue in the group insurance plan offered to active employees at their expense in accordance with state law.

6. An administrator employed on or before June 30, 2012 shall be eligible for a payment in lieu of the group health insurance plan, as follows:

If employee gives notice prior to July 1, 2012: 50% of Board's cost of premium for the SPP.

If employee gives notice on or after July 1, 2012: 25% of Board's cost of premium for the SPP.

Any administrator who desires to forego health insurance coverage must notify the Superintendent by June 30 of each contract year to discontinue coverage as of July 1 of the subsequent contract year.

The decision to forego coverage will remain in effect through the following June 30 unless extenuating circumstances (marriage, birth of a child, etc.) require a change, contingent on such change being permissible by the insurance carrier or plan administrator and approved by the Superintendent.

An administrator hired on or after July 1, 2012 shall not be eligible for the aforementioned payment in lieu of the group health insurance plan.

7. If Board determines that the total cost of the Board's group health plan(s) offered under this Agreement may trigger a tax under Internal Revenue Code, or any other local, state or federal statute or regulation, the Board will have the right to unilaterally reopen the contract to bargain the impact of such tax. Such bargaining shall include, but not be limited to, the provision of alternate plan designs, employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the tax, as well as responsibility for payment of such taxes.
8. The provisions of this Article supersede all prior agreements of any kind, either oral or written, regarding the provision of health insurance coverage to members of the Association.

Section 3 – Length of School Year

1. Except in emergencies, no administrator shall be required to work on legal holidays when school is closed during the academic year (hereinafter referred to as "holidays"), or on Labor Day or July 4. When a holiday falls on a weekend, administrators shall receive Friday or Monday as a paid holiday.

When a holiday falls during a school recess (e.g. New Year's Day, Presidents Day, etc.), the holiday for administrators shall be identified as a paid holiday and shall not require the use of a vacation or personal day.

Administrators shall be granted paid holidays as follows: New Year's Day, the day prior to New Year's Day, Presidents' Day, Christmas Day, the day prior to Christmas Day, Thanksgiving Day, the day following Thanksgiving Day, Veterans' Day, Martin Luther King Day, Columbus Day, Good Friday, Memorial Day, July 4, and Labor Day. Should any of the aforementioned days be declared a school day, the administrators shall be granted a "floating" paid holiday. Such floating paid holiday must be used in the fiscal year it was earned.

2. The school year for twelve-month administrators shall be 260 days. The school year for Coordinators/10 month Assistant Principals is 195 days.¹

Section 4 – Workday

1. It is assumed that there will be times when administrators will work beyond the traditional workday and in some cases, into weekends, evenings, or holidays.
2. When an administrator is required to work during a weekend or on holidays by the Board or Superintendent, compensatory release time will be given.

¹ The parties clarified in the 2020 negotiations that the work year for 12 month administrators is 260 days. Notwithstanding, the parties' further agreed that the per diem rate calculations for payment of unused vacation leave upon separation from employment, as set forth in Article IV sections 9, paragraph 7, and the per diem rate calculation for payment of unused sick leave upon separation from employment, as set forth in Article VI, Section 1, paragraph 3, shall remain at the per diem calculation of 1/240.

3. On days when school is not in session, but Central Office is open due to inclement weather or a declared emergency, administrators may, at their discretion, choose to work from home as a work day, up to three (3) days per year, and will make every attempt to notify the Superintendent or designee in a timely manner (e.g. phone, email, text).

Section 5 – Sick Leave

1. Each administrator shall be entitled to eighteen (18) days of sick leave each year, with full pay.
2. Unused sick leave shall be limited in accumulation from year to year up to 200 days.
3. Sick Leave Bank
 - a. Purpose – To provide members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent and timely medical certification of said catastrophic illness or injury or combination thereof. Catastrophic illness shall be construed as severe physical or mental illness requiring prolonged hospitalization or recovery. Examples include, but are not limited to; coma, cancer, leukemia, heart attack and/or stroke.
 - b. Enrollment in the sick leave bank:
 - i. Membership in the sick leave bank is voluntary on the part of an administrator once said administrator has completed five (5) years of certified service in East Lyme (as a teacher or administrator).
 - ii. Members who are eligible to participate shall notify the Business Office in writing by May 31 of the school year preceding their enrollment.
 - iii. Members who choose to participate in the bank shall be automatically re-enrolled.
 - iv. Each administrator enrolling in the bank will donate one (1) days of his/her sick leave to the bank biannually until the bank is built up to approximately two hundred forty (240) days. No more days will be added until the bank is depleted to ninety (90) days. The bank will be built up on two hundred and forty (240) days again and the process repeated. Newly eligible administrators shall be permitted to join the sick leave bank by donating one (1) day, even if the bank exceeds two hundred and forty (240) days.
 - v. Members withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member of the bank.
 - vi. If a member chooses to opt out of the sick leave bank, he/she must notify Business Office in writing by May 31 of the school year preceding their withdrawal from the sick leave bank.
 - vii. A member who withdraws from membership in the sick leave bank will forfeit the contributed days. The days not used in the bank are not considered to have any monetary value.
 - c. Procedure for requesting sick leave bank assistance:
 - i. A member fitting the criteria set forth above notifies the Business Office in writing, requesting a specified number of days from the sick leave bank and providing medical documentation of the member's personal catastrophic illness or injury or combination thereof.
 - ii. Upon the receipt of a request from a member for days from the sick leave bank, the Sick Leave Bank Committee shall be formed, as described below, and shall use the following criteria to determine

eligibility of a member to receive donations and to determine the number of days to be allocated from the sick leave bank:

- (a) A member must have a catastrophic illness or injury or combination thereof, diagnosed by a physician, and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
- (b) A member must have exhausted all accumulated paid leave.
- (c) A member seeking to access the sick leave bank shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits, or have any application for such benefits pending.
- (d) A member receiving an allocation of days from the bank must continue to pay for his/her portion of the health insurance premium.
- (e) To be eligible for sick leave bank days, the applicant must be able to return to work as certified by a competent medical authority. The Sick Leave Bank Committee may require an applicant to undergo medical evaluation by a physician of its choosing.
- (f) A member shall not be eligible for any paid sick leave from the Sick Leave Bank if he/she has or will seek relief in any state or federal court or personal injury mediation and/or arbitration process or other civil proceeding.

d. Administration of the sick leave bank:

- i. The sick leave bank shall be administered by a four (4) member committee, two (2) members chosen by the Superintendent of Schools, and two (2) members chosen by the ELAA.
- ii. Each request for paid sick leave from the sick leave bank shall be decided by the Sick Leave Bank Committee on the merits of the individual request.
- iii. Action of the Sick Leave Bank Committee shall be by majority vote.
- iv. The Sick Leave Bank Committee may reserve days in the bank, and prorate the allocation of such days in the event that more requests are approved than days available in the bank.
- v. The Board of Education shall not be required to pay out more than ninety (90) days from the sick leave bank during any one (1) school year. No more than thirty (30) days shall be expended upon any one (1) administrator during any one school (1) year.
- vi. Those administrators not contributing to the sick leave bank shall not participate in it.
- vii. The decisions of the Sick Leave Bank Committee are neither grievable nor arbitrable.

- 4. Childbearing, child-rearing, or adoption leave will be granted to administrators at their request in accordance with state and federal law. The Board may count any paid or unpaid leave under this provision towards fulfilling its obligations under the Family Medical Leave Act (FMLA).

Section 6 – Personal Leave

- 1. Each administrator may take six (6) days of leave annually for personal reasons without loss of pay. Requests for leave must be in writing and forwarded to the Superintendent at least five (5) days before the leave is taken. Said leave may be denied by the Superintendent if it is felt that such leave will cause a hardship on the system.

2. In addition to the days of personal leave, each administrator is allowed up to three (3) days of leave per funeral for funerals of spouse, child, parent (in-laws), sibling (in-laws), grandparent, or grandchild.
3. If individual administrator requests personal leave in excess of the days set forth above, and such leave is granted by the Superintendent of Schools in his/her discretion, salary shall be deducted at a rate of 1/240 (or 1/195 for 10 month) per day of leave.
4. Advance notice will not be required if the personal leave is taken for illness in the immediate family (child, parents, spouse, or parent in-law) or for an emergency condition wherein advance notice could not be given. In the case of leave for emergency or illness in the immediate family, the administrator will submit a written explanation upon return to work.
5. For illness in the family in excess of the six (6) days allowed, vacation days may be utilized. If the administrator does not choose to utilize vacation days, salary shall be deducted at 1/240 of the annual salary per day of absence (or 1/195 for 10 month). If the vacation time is exhausted, the administrator may request and the Board shall consider utilization of personal sick days.
6. If a leave or any other portion thereof qualifies as leave under the Family Medical Leave Act (FMLA) the Board may count this leave towards its obligations under the FMLA.
7. Extended Personal Leave: A personal leave of absence may be granted by the Board for illness or other personal reasons. The leave shall extend only for one (1) school year, beginning in September. An administrator on a personal leave of absence must notify the Superintendent in writing prior to February 1 if he/she intends to return to the East Lyme school system the following year. In the event the administrator so indicated his/her intention to return, the administrator shall be given the right to be reappointed to his/her original position or an administrative position with comparable salary. Personal leave of absence shall be taken without pay or seniority 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.

Section 7 – Sabbatical Leave

1. An administrator will become eligible for a sabbatical leave after six (6) years of continuous service in the East Lyme Public Schools.
2. Requests for sabbatical leave must be made in writing to the Office of the Superintendent no later than January 1 of the school year immediately preceding the year of the proposed leave. To be considered, leave shall be requested for an entire school year and written proposals shall include statements which describe the objective of the leave, the nature of the activities which will be undertaken (e.g., description of course work, etc.) and the perceived benefits to the school system.
- 2a. Under special circumstances (i.e., fellowships, foundation awards, or grants), sabbatical leave requests may be submitted up to June 1 (inclusive) immediately proceeding the year of leave. Board action on the request will be taken within thirty (30) days.
3. All sabbatical leave proposals which meet the application requirements outlined in paragraph 2 of this section will be reviewed by a committee of one (1) Association representative, the Superintendent or his/her designee and one (1) Board member. Requests which, in the judgment of the committee, will significantly contribute to addressing the prevailing needs of the district, will be recommended to the Board for approval; however, no more than one request will be forwarded for a given school year.

4. The Board shall reserve the right to accept or reject the recommendation of the committee and will act upon the recommendation before February 15.
5. Leave will not be granted for a program of study that will result in the completion of statutory requirements for certification as stipulated by the Connecticut State Board of Education.
6. A successful applicant who, for any reason chooses to refuse his/her leave of absence, must notify the Board of this fact no later than April 1 of the school year immediately preceding the leave in order to be assured of a position in the East Lyme system during the year for which the leave was granted.
7. The basic leave compensation will be 75% of the administrator's annual salary. When determining leave compensation, the amount of any non-commercial education pay will not be taken into consideration; however, in the event of employment by a commercial agency, an adjustment will be made by which the Board will grant the staff member on leave an amount equal to the difference between the remuneration received from the commercial agency and his/her regular salary, but in no case will the Board contribute an amount greater than the basic leave compensation.
8. Each successful applicant for sabbatical leave will be expected to inform the Board of all remuneration to be received in conjunction with the proposed program to be followed during sabbatical leave.
9. An administrator granted sabbatical leave is obligated to return to the East Lyme School System for three (3) years of service. If the administrator does not return, he/she shall, within two (2) years after the completion of the sabbatical year of leave, repay to the Board the amount received from the Board during the sabbatical leave. If the administrator does not remain in service of the East Lyme Public Schools for three (3) years, he/she shall, within two (2) years of leaving the Board's employment return to the Board an amount of money bearing the same ratio to the amount granted as the unexpired period of service to three (3) years. This requirement will not apply should the Board waive the condition because the administrator has become physically incapacitated or for other legitimate reasons.
10. During a sabbatical leave, the following benefits will be provided:
 - a. Compulsory payments to the State Teacher's Retirement System will be made by the Board for the period of leave.
 - b. Coverage by any group health or medical program or similar benefit approved by the Board will be continued.
 - c. Service credit and seniority will continue to accumulate.

Section 8 – Miscellaneous Leaves

1. Upon the recommendation of the Superintendent and approval of the Board, leaves of absence, without pay, may be granted for good and sufficient reasons, such as: military service, hardship, parenthood, child-rearing, travel, professional pursuits, graduate study, etc.
2. Applications for leaves appropriate to the section shall be made, in writing, to the Superintendent and shall be limited to one (1) year or less. Upon receipt of a request, the Superintendent shall review the request and forward a recommendation to the Board within thirty (30) days. The Board shall then act

on the Superintendent's recommendation and the applicant shall be notified in writing of the disposition of his/her request and, if the leave is granted, of the conditions which will apply.

3. An administrator who is granted a leave of absence under this section, shall be required to notify the Superintendent in writing by May 1 of the leave year, or, if the leave is granted after May 1, not later than ninety days (90) days prior to the beginning of the school year, as to whether he/she intends to return to the East Lyme Public Schools for the following year. If such notification is not received, this will be considered a resignation and the position may be filled with another person. If an extension of the leave is requested, the request shall be reviewed in accordance with the procedure which applied to the original request.
4. Upon return from a leave granted under this section, the administrator shall be reappointed to his/her original position or an administrative position with comparable salary.
5. During leaves granted under this section, no sick leave, service increment, or seniority will be accumulated; however, medical and insurance benefits may be continued at the expense of the administrator at group rates and 2 percent handling charge.

Section 9 – Vacations

1. Administrators will be granted annual vacation days in their entirety on July 1 of the new contract year. In the event that an administrator leaves the District before June 30 of that contract year, he/she will receive a pro-rated number of allotted vacation days for that year. The number of days shall be pro-rated on a monthly basis. In the event that an administrator utilizes vacation days in advance of such days being earned, and separates from employment prior to earning the utilized but unearned days, the administrator agrees to reimburse the Board for any vacation days or portion thereof which have been taken but have not been earned in accordance with this provision, and agrees to authorize the Board to withhold from salary such amounts as are necessary to reimburse the Board of Education for the use of such unearned vacation days.
2. Vacation accruals for administrators hired prior to July 1, 1998: Twelve month administrators, hired prior to July 1, 1998, during the first to fifteenth year of employment as an administrator in the East Lyme Public Schools, shall have vacation time as follows:
 - a. From the date of employment as an administrator through the first four (4) years of service – 23 days.
 - b. After four (4) years serving as administrator in East Lyme – 24 days.
 - c. After ten (10) years serving as administrator in East Lyme – 25 days.
 - d. After fifteen (15) years serving as administrator in East Lyme – 27 days.

Each twelve month administrator, hired prior to July 1, 1998, may accumulate a maximum of ten (10) days vacation time in addition to the days earned in the current year.

Twelve month administrators hired prior to July 1, 1998 must use all vacation days beyond the maximum accumulated by July 31st of the current school year or forfeit those extra days (those beyond the maximum accumulated vacation days).

3. Vacation accruals for administrators hired between July 1, 1998 and July 1, 2018: Twelve month administrators, hired between July 1, 1998 and July 1, 2018, during the first to fifteenth year of employment as an administrator in the East Lyme Public Schools, shall have vacation time as follows:

| <u>Years</u> | <u>Days</u> | <u>Years</u> | <u>Days</u> |
|--------------|-------------|--------------|-------------|
| 1 & 2 | 20 | 9 & 10 | 24 |
| 3 & 4 | 21 | 11 & 12 | 25 |
| 5 & 6 | 22 | 13 & 14 | 26 |
| 7 & 8 | 23 | 15 on | 27 |

4. Twelve month administrators, hired between July 1, 1998 and July 1, 2018 may accumulate a maximum of ten (10) days vacation time in addition to the days earned in the current year.

Twelve month administrators hired between July 1, 1998 and July 1, 2018 must use all vacation days beyond the maximum accumulated by July 31st of the current school year or forfeit those extra days (those beyond the maximum accumulated vacation days).

5. Vacation accruals for administrators hired on or after July 1, 2018: Twelve month administrators, hired on or after July 1, 2018, during the first to fifteenth year of employment as an administrator in the East Lyme Public Schools, shall have vacation time as follows:

- a. From the date of employment as an administrator through the first four (4) years of service – 20 days.
- b. After four (4) years serving as administrator in East Lyme – 22 days.
- c. After ten (10) years serving as administrator in East Lyme – 24 days.
- d. After fifteen (15) years serving as administrator in East Lyme – 25 days.

Twelve month administrators, hired on or after July 1, 2018, may carry over up to five (5) unused days per year.

Twelve month administrators on or after July 1, 2018 must use all vacation days beyond the five (5) days carryover by July 31st of the current school year or forfeit those extra days (those beyond the maximum 5 carryover vacation days).

6. Administrator vacation time to be taken during school vacations which occur during the school year must be scheduled with the Superintendent's approval at least two (2) weeks prior to the anticipated vacation except in cases of emergency, while vacation time to be taken during summer recess must be scheduled with the Superintendent's approval by May 15 of the current school year. Administrators will not take vacation time during scheduled school days without the documented permission of the Superintendent.
7. Accumulated vacation days for administrators hired prior to July 1, 2018; shall be purchased by the school system upon separation of the administrator from the system. For administrators hired on or after July 1, 2018, upon separation, the Board shall pay the administrator for any earned but unused vacation days for the current year (pro-rated for a partial year of employment), plus up to five (5) days carried over from the prior year. Vacation days shall be purchased at the rate of 1/240 of the administrator's annual salary for each day of accumulated vacation time.

Section 10 – Professional Development

1. Administrators shall be provided with 100% tuition allowance for a maximum of twelve (12) credit hours per year, per administrator, to maximum district wide expenditure of \$10,000. To qualify for tuition allowance, courses must receive prior approval of the Superintendent and be completed with a grade of “B” or better. Should the approved requests for tuition reimbursement exceed the funds available, each administrator will receive a pro-rata payment of available funds.
2. With prior approval of Superintendent, each member of the Association is eligible to receive reimbursement from remaining tuition funds for professional development seminars, workshops, activities and/or materials, but only to the extent any funds are remaining after all tuition payments are made. Such approval will not be unreasonably withheld.

Section 11 – Conditions of Employment for Less than Full Year Administrators

All conditions of employment for full year administrators shall apply with the following exceptions:

1. Length of School Year
Less than full year administrators shall have a working year as follows: Coordinators/10-month Assistant Principals is 195 days; 11-month administrators is 215 days.
2. Vacations
The administrator shall be entitled to all vacation periods allocated to teachers which are scheduled within the school year.
3. Personal Leave
Same as full year administrator except only five (5) days of leave allowed and deductions, if necessary, shall be based on a per diem of the agreed-upon work year.
4. Sick Leave
Sixteen (16) days annually accumulative to 190 will be allowed for illness.

ARTICLE V
ASSIGNMENTS, VACANCIES

Section 1 – Assignments

1. The Association recognizes that the assignment of administrative personnel within the school system will be made upon the recommendation of the Superintendent and approval of the Board.
2. Administrators shall not be assigned, except in accordance with the regulations of the State Board of Education and for good cause, to a position outside the scope of their certification.
3. Normally by June 30, the Superintendent shall notify administrators, in writing, of their assignments for the coming year including the school and position to which they will be assigned; however, in unusual circumstances, such as those caused by summer resignations, adjustments in administrative assignments may be made after June 30.

4. When an administrator is notified of a change in assignment, a conference with the Superintendent and an Association representative to discuss the reasons for the reassignment may be requested and must be granted.
5. If a change in assignment results in an administrator being assigned to a lower-paying classification, the administrator shall retain his/her former rate of pay until the pay rate of the new position equals to or exceeds that rate or until a period of two (2) years have passed, whichever occurs earlier. If an administrator is assigned to a higher paying classification, he/she shall receive a salary of from 90% - 100% of the salary associated with his/her new classification, as determined by the Board; however, in no instance will he/she receive a rate of pay which is less than his/her present rate.
6. Administrators who desire a change in assignment shall file a written statement of such desire to the Superintendent no later than March 1. Such statement shall include the reason(s) for the request and the school and position to which the administrator desires to be assigned. As soon as practicable, the Superintendent shall notify each administrator who has requested a change in assignment of the disposition of his/her request. Requested changes in assignment shall not be subject to the salary protection provisions of paragraph 5, above.
7. Administrators assigned to more than one school in any one school day or who are required to use their own automobiles in the normal performance of their assigned duties shall receive mileage at the IRS approved figure. The provisions of this paragraph shall not be construed to include payment for mileage driven by an administrator between his/her residence and place of employment.

Section 2 – Vacancies

1. Whenever a vacancy is to be filled, the vacancy shall be adequately publicized by means of written notices posted in each school building as soon as possible after the vacancy occurs. These notices shall clearly set forth the qualifications and the salary range for the posted position(s). Administrators interested in being notified of vacancies during their vacation periods may ask to be notified by email of such vacancies. Such requests shall be made in writing to the Superintendent's Office.
2. Administrators who desire to apply for vacancies shall file their applications in writing with the Superintendent's Office within the time limits specified in the notice. A reasonable deadline date for applications (not less than two (2) weeks) will be set by the Superintendent unless waived by mutual consent of the Association president and the Superintendent or their designees.
3. Any administrator who applies for a vacancy in accordance with paragraph 2 of this section shall be granted an initial interview.
4. Acting appointments to a vacant position shall, as a general rule, be effective no longer than six (6) months, during which the appointee shall be paid a supplemental payment agreed to by the Superintendent and Association President.
5. The salary of any position in the bargaining unit will not be altered without prior negotiations with the Association.
6. The salary for any new position created by the Board within the bargaining unit shall be negotiated with the Association.

ARTICLE VI EARLY RETIREMENT

Section 1 – Early Retirement Incentive

1. Administrators hired on or before June 30, 2012 will be eligible for early retirement incentive upon the completion of fifteen (15) years of satisfactory service in the East Lyme Public Schools or earlier by mutual consent. Administrators hired after June 30, 2012 will not be eligible for the “early retirement incentive” as described herein.
2. The early retirement incentive will be based on the individual’s accumulated sick days up to a maximum of 200 days.
3. Payment for unused sick leave shall be based on 1/240th of annual salary per sick day accumulated (or 1/195 for 10 month).
4. An administrator, who has reached the age of fifty-five (55) with fifteen (15) or more years of service in East Lyme, or earlier by mutual consent, will receive 100% of accumulated sick leave.
5. Upon notice by January of the year of retirement, an administrator with at least ten years of service in East Lyme immediately preceding retirement, will be awarded a \$750 increment.

Section 2 – Method of Payment

1. Payment of #4 above will be to the employee or his/her estate in 4 equally divided payments payable on January 1 of the 4 years following retirement.
2.
 - a. Upon retirement, the early retirement incentive payments owed to a retiring administrator pursuant to this Article VI shall be paid by the Board as a Board-paid non-elective contribution into an employer sponsored 403b plan account for the benefit of the administrator. These contributions are intended to comply with the applicable provisions of Section 403(b) Internal Revenue Code and Regulations and these payments will not result in any further administrative costs to the Board. If there are fees, costs or other administration expenses, those costs will be borne by the administrator.
 - b. The payments for vacation time will be made at the time of retirement.
 - c. Sick leave payment will be paid according to this Article VI, Section 2 both as to amount and periodic payments.

ARTICLE VII EMPLOYMENT SECURITY

A. General Statement of Policy

It is recognized that the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. Reasons for Elimination of Certified Staff Positions

It is recognized that the Board has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board.

C. Procedure

1. The East Lyme Administrators' Association shall be notified of the need for staff reduction.
2. In determining the identity of staff who shall thereafter be released, the following guidelines shall apply:
 - a. No tenured administrator (as defined in Section 10-151) (b), (c) of the Connecticut General Statutes as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenured administrator or teacher and for which the tenured administrator is certified and qualified.
 - b. When reductions in force among the administrative staff are required, they shall be made within the following classifications:

Group Classifications

1. High School Principal
Middle School Principal
Elementary Principal
 2. Director of Special Services
 3. Assistant Principal (12 month)
 4. Special Education/Coordinator
10 Month Assistant Principal
- c. When a reduction in force is necessary, the Superintendent, in consultation with a representative of the Association, shall conduct a review of administrative personnel and positions to determine the administrator with the least amount of continuous service in the district within a particular classification. If all administrators within a particular classification are equally qualified, the administrator within a classification with the shortest length of continuous administrative service in the district shall be laid off first. When determining qualifications for deciding the order of reduction in any particular classification, the following criteria shall be equally considered in determining who shall be laid off first: total experience in the specific position(s) remaining, academic degree status, certification, and job performance determined by the administrative evaluation process.

Continuous administrative service is defined as professional employment by the East Lyme Schools with no interruption of service except for military, sabbatical, or child-rearing leave. Child rearing leave will not count toward seniority but there will be no loss of previously accrued seniority during said rearing leave.

- d. If the person in the affected classification with the shortest length of service within such classification has more total years of administrative service in the East Lyme School System than that of the least senior administrator in the next lower classification group, then the administrator who is scheduled to be laid off shall be considered for a position in a lower classification, provided he/she is equally qualified to the less senior administrator holding the position in the lower classification. If equally qualified, then the more senior administrator shall be offered the position of such other administrator, provided he/she is certified and qualified for such position. Refer to Section C.2.c. for qualifications by criteria.
- e. An administrator who has been reduced in force shall not displace any administrator in a higher classification.
- f. The person(s) in the affected classification who is laid off from administrative employment shall be considered a teacher in accordance with law. If through reduction in force an administrator is to become a member of the teacher staff, for all purposes, except as described below, the member shall be considered a teacher and subject to any agreement then in effect between teachers association and the Board.
- g. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes, as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this article can and should be submitted to the court.
- h. Any administrator who has been laid off from the East Lyme School system shall have his/her name placed on an administrative reappointment list for two (2) years, provided that such administrator does not refuse an administrative reappointment for which he/she is certified and qualified. The Board shall notify the administrator by registered mail of any vacancy for which he/she is certified and qualified during this two (2) year time period.
- i. If a vacancy occurs while an administrator is on the reappointment list and such vacancy is in a higher category for which the person is certified and qualified, and at the same time there are other certified and qualified administrators at an equal or higher category who desire the vacant position, and whose position the administrator on the reappointment list is certified and qualified for, all such administrators will become candidates for such vacant position. If the administrator on the reappointment list is not chosen for the vacancy, he/she will be considered for the vacancy created by the selection of a current member of the Association.
- j. Administrators who are assigned to an administrative or teaching position which differs from their previous assignment, or who are recalled to a position which is different from their previous assignment, may be required to participate in in-service activities designed to acquaint said administrator with the specific curriculum, instructional methodologies and/or general skills associated with their new assignment. In-service activities of this nature will be scheduled at the discretion of the Superintendent and will be funded by the Board.
- k. No new employee shall be hired to fill a position for which an employee on the reappointment list is qualified in accordance with the criteria set forth in Section C.2.c. above. In cases where more than one employee on the reappointment list is certified or certifiable for a particular

position to be filled, employees with the greatest length of administrative experience in East Lyme shall be given preference.

- l. Any administrator who has been laid off from employment in the East Lyme School system shall be entitled to participate in the group insurance plans offered to active administrators at the employee's expense. The administrator shall not be entitled to any other fringe benefits or compensation provided by the district during the reappointment period. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff.
- m. Salary and group placement of any newly created administrative position shall be negotiated by representatives of the Association and the Board.

ARTICLE VIII MISCELLANEOUS

Section 1 – Membership

The Board agrees to pay membership dues not to exceed \$400.00 per year for membership in professional organizations approved by the Superintendent and upon submission of a voucher.

Section 2 – Physical Exam

Every two years, each administrator shall have a physical examination, at the expense of the Board, with a report of this exam submitted to the Superintendent.

ARTICLE IX SALARY SCHEDULE

Section 1

For any administrator hired into an administrative position on or before June 30, 2018, the following longevity provisions shall apply:

- A. On the completion of ten years of service (administrative and teaching), the last five of which are in East Lyme, an increment of \$750 will be awarded.
- B. Upon completion of fifteen years of service (administrative and teaching), the last eight of which are in East Lyme, an additional increment of \$750 will be awarded.
- C. Upon completion of twenty years (administrative and teaching), the last twelve of which are in East Lyme, an additional increment of \$750 will be awarded.
- D. Upon completion of twenty-five years (administrative and teaching), the last seventeen of which are in East Lyme, an additional increment of \$750 will be awarded.
- E. Upon notice by January of the year of retirement, an administrator with at least ten years of service in East Lyme immediately preceding retirement, will be awarded a \$750 incentive.

Section 2

The Board will pay \$1,250.00 additional per year upon attainment of an earned doctorate.

Section 3 - Dues Deduction

Upon the submission of a voluntary written authorization signed by an administrator, the Board agrees to deduct from the administrator an amount equal to the Association membership dues, by means of equal payroll deductions.

The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

Those administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year upon submission of an appropriate written voluntary authorization for salary deduction.

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

The administrators agree to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this article.

Section 4

The Board has the authority to establish a salary range for positions which are vacated. This may be from 85%-100% of the current salary. An administrator paid at less than 100% of the then current salary for his/her position shall have his/her salary adjusted to 100% of the then current salary in equal percentage increments in a period not to exceed two (2) years.

Section 5

Members of the Association may take part in a disability insurance program on a voluntary basis. It is agreed that for employees who choose to take a disability insurance plan that the Board will deduct from their pay appropriate premium amounts and pay those amounts directly to the insuring agency for those members electing this coverage.

Section 6

When ten-month administrators are needed to work beyond their school year (195 days) the per diem rate will be paid.

Section 7

The total salary of the administrator for each year of this Agreement shall consist of the following components: (1) an annual salary payment in accordance with the salary schedule contained in Appendix B of this Agreement, plus (2) an additional amount of \$4,500.00 from which the administrator may arrange, in his or her discretion, to have

an elective deferral deducted on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, and then contributed into the administrator's 403(b) account in the Board's 403(b) plan in accordance with Section 403(b) of the Internal Revenue Code, as amended. Each of the above components of salary shall be paid by the Board in installments with a frequency in accordance with the payroll policies of the Board.

**ARTICLE X
JUST CAUSE PROVISION**

No administrator shall be given a written reprimand, reduced in rank or compensation for disciplinary purposes, or receive a disciplinary suspension without pay without just cause.

**ARTICLE XI
SEVERABILITY**

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

DURATION

This contract shall be effective as of July 1, 2021 and shall remain in full force and effect until June 30, 2024.

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

EAST LYME BOARD OF EDUCATION

BY _____
Board Chairman Date

EAST LYME ADMINISTRATORS' ASSOCIATION

BY _____
Association President Date

APPENDIX A

East Lyme Public Schools
East Lyme, Connecticut

GRIEVANCE PROCEDURE FORM

- Level I Superintendent's Statement
- Level II Board Chairman's Statement
- Level III Association Appeal to Board of Education Statement

Grievance Statement

Date _____

Administrator's Signature

Level I

Date _____

Superintendent's Signature

Level II

Date _____

Board Chairman's Signature

Level III

Date _____

Association President's Signature

Level IV

Date _____

American Arbitration Association

APPENDIX B

**EAST LYME ADMINISTRATORS' ASSOCIATION
SALARIES 2021-2024**

| | Base Salary | Base Salary | Base Salary |
|--|--------------------|--------------------|--------------------|
| | 2021-22 | 2022-23 | 2023-24 |
| G.W.I. | 2.25% | 2.25% | 2.25% |
| Position | | | |
| Assistant Principal (MS & HS)(10 month) | \$125,502 | \$128,326 | \$131,213 |
| Special Ed. Coordinator (DW) (10 month) | | | |
| Elementary Principal (12 month) | \$148,282 | \$151,618 | \$155,029 |
| Middle School Assistant Principal (12 month) | \$138,717 | \$141,838 | \$145,029 |
| Middle School Principal (12 month) | \$160,901 | \$164,521 | \$168,223 |
| High School Assistant Principal (12 month) | \$141,607 | \$144,793 | \$148,051 |
| High School Principal (12 month) | \$167,374 | \$171,140 | \$174,991 |
| Director Special Services (12 month) | \$160,901 | \$164,521 | \$168,223 |

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the East Lyme Board of Education (hereinafter the "Board") and the East Lyme Administrators' Association ("ELAA") hereinafter sometimes referred to as the "parties."

WHEREAS, the Board and ELAA have negotiated a collective bargaining agreement (the "Agreement") to be in effect from 1 July 2018 through 30 June 2021 that determines the terms and conditions of employment for the administrator bargaining unit for that time frame; and


WHEREAS, as part of the negotiations for the Agreement, the Board and ELAA have made certain agreements regarding vacation leave for existing employees, including eliminating the provision that certain long-standing administrators may accumulate up to fifty (50) vacation days in addition to their annual allotment.

NOW THEREFORE, the Board and the ELAA agree to the following:

1. All administrators hired between July 1, 1998 and July 1, 2018, who as of June 30, 2018, have accumulated in excess of ten (10) vacation days per year, shall be entitled, to utilize and/or buy back the accumulated days in excess of ten (10), in accordance with this MOU. Such administrators may "draw down" five (5) accumulated vacation days per year during the course of their employment by either using five (5) such accumulated days per year or being paid for up to five (5) of the unused accumulated vacation days at the annual per diem rate at the end of each fiscal year, until the excess accumulation falls below ten (10) days.
2. As determined by the Superintendent, the first year for the "draw down" shall be the 2017-2018 fiscal year. If not initiated by the Superintendent for the 2017-2018 fiscal year, the first year for the "draw down" shall be the 2018-2019 fiscal year.
3. If the administrator retires pursuant to TRB rules prior to the "draw down" being completed, the remaining value of the excess days (e.g. days accumulated in excess of ten (10)) shall be paid to the retiring administrator at the per diem rate in effect at the time of retirement.
4. If the administrator dies prior to the "draw down" being completed, the remaining value of the excess days (e.g. days accumulated in excess of ten (10)) shall be paid to the administrator's estate at the per diem rate in effect at the time of the administrator's death.
5. The terms of this MOU are recognized as a joint agreement by the BOARD and the ELAA and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the MOU.
6. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.
7. The BOARD and the ELAA affirmatively state that they have a full understanding of the contents of the MOU and the effects thereof; and that they have executed the same voluntarily and of their own free will, without any coercion.
8. The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this MOU.

East Lyme Board of Education:

By:  12/4/20
Jeffrey Newton
Superintendent of Schools

East Lyme Administrators' Association:

By:  12/3/2020
Jeffrey Provost
President