

AGREEMENT

between

THE ORANGE BOARD OF EDUCATION

and

THE ORANGE ELEMENTARY SCHOOLS ADMINISTRATORS
ASSOCIATION

JULY 1, 2015- JUNE 30, 2018

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TOWN CLERK

INTRODUCTION

The intent and purpose of this Agreement is to promote effective and harmonious working relationships between the Orange Board of Education (the "Board") and the Orange Elementary Schools Administrators Association (the "Association") and the professional staff in order to maintain and improve the quality of education in Orange.

STATEMENT OF BOARD PREROGATIVES

Except as is otherwise specifically provided in this Agreement, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Orange including but not limited to the following: to maintain public elementary and such other education activities as in its judgment will best serve the interests of the Town of Orange; to give the children of Orange as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the need and program for summer school, if any; to determine the maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers, principals, and other certified personnel; to suspend or dismiss the teachers of the schools; to designate the schools which shall be attended by the various children within the town, to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for arrangement, use and safe-keeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

ARTICLE 3.0

GRIEVANCE PROCEDURE

- 3.1 Purpose - A "grievance" shall mean a claim by an administrator or the O.E.S.S.A that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement or that there has been a failure to follow the established procedures of the School District's evaluation and support plan. The purpose of this grievance procedure is to provide a means of resolving such claims. Such claims shall be attended to expeditiously and at the lowest possible level of this procedure.
- 3.2 Time Limits - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Grievances should be attended to expeditiously and at the lowest possible level of this procedure.
- 3.3 Informal Procedure - An administrator, or group of administrators, with a grievance shall first discuss it with the Superintendent with the objective of resolving the matter informally. Such communication with the Superintendent shall take place within ten (10) working days of the time he/she/they knew of the action or condition which caused the grievance.
- 3.4 Formal Procedure

Level I - Superintendent

- IA - If the informal procedure fails to resolve the grievance the administrator(s) may file a written grievance with the Superintendent within five (5) working days from the date of the informal procedural meeting. Such grievance should include at least the following:
- A. the name of the grievant(s)
 - B. the date(s) on which the alleged act or condition occurred
 - C. the specific paragraph of this Agreement which is alleged to have been violated, misinterpreted or misapplied
 - D. a description of the act or condition in issue; and
 - E. the requested remedy
- IB - Within five (5) working days of the receipt of the written grievance, the Superintendent shall meet with the administrator(s) and the O.E.S.A.A. in an effort to resolve the problem.

ARTICLE 4.0

ADMINISTRATIVE REDUCTION IN FORCE

- 4.1 If an administrator is relieved of duties because of a school closing, grade restructuring, reorganization or elimination of position, that administrator will be placed in a vacant administrative position for which he or she is qualified if one is available.
- 4.2 If a vacant administrative position is not available, he/she will displace the administrator with the least administrative seniority, provided he/she is qualified and certified. Administrative seniority is herein defined as the number of years of continuous service in Orange as an Administrator.
- 4.3 When two or more administrators are equal in seniority, other factors will be considered to determine who remains in service. These will include:
- A. Past evaluations of the administrators
 - B. Prior service in Orange School System
 - C. Contributions to the improvement of the Orange School System
- 4.4 If an administrative position is not available, and if there is no administrator with less administrative seniority, then the administrator shall have the right to bump into a teaching position in accordance with the provisions of the collective bargaining agreement covering teachers employed by the Board.
- If an administrator hired prior to July 1, 2015 bumps into a teaching position in the district, then the Board shall pay to the employee a separation allowance in recognition of the employee's service as an administrator. The separation allowance shall be equal to the difference between the employee's salary as an administrator immediately prior to the bump into the teaching position and the employee's salary as a teacher following the bump into the teaching position. The separation allowance shall be paid for a period of one school year, and shall be paid to the employee throughout the course of that school year in accordance with the Board's regular payroll schedule. This separation allowance will not apply to administrators hired after July 1, 2015.
- 4.5 The Orange Board of Education has no obligation to promote an administrator as a result of reduction in force.

	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to the post-deductible co-payments set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order.

For each eligible full-time administrator, the Board will fund fifty percent (50%) of the deductible in 2015-2016, fifty percent (50%) of the deductible in 2016-2017 and fifty percent (50%) of the deductible in 2017-2018.

The Board's contribution toward the HSA deductible will be deposited into the administrators' HSA accounts in two (2) installments on July 1st and January 1st. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. In the event that the HSA plan is implemented after the calendar year has begun, the Board's contribution toward the deductible shall be pro-rated for that year.

Wellness Incentive: The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If an administrator and the administrator's enrolled dependents fulfill all applicable requirements of the wellness program for a plan year, the Board will contribute an additional five percent (5%) of the applicable deductible under the HSA plan into the administrator's HSA for the following year.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any administrator who is precluded from participating in a Health Savings Account ("HSA") because the administrator receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for administrators participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for administrators enrolled in the HSA.

Administrators shall pay the following percentages of the costs for such insurance:

- C. If an administrator leaves the employment of the Board for any reason other than retirement, then the contract is voided and the Board is no longer obligated to carry life insurance on the administrator. The Board will be entitled to any net cash value available in the policy upon surrender.
- 7.5 The benefits provided in this Section 7.5 shall be available to administrators hired prior to July 1, 2009 who retire under the Connecticut Retirement System. The provision will not apply to administrators hired after July 1, 2009:
- Board will permit the retiree to participate in the medical plans provided by the Board to actively employed administrators and life insurance as described in Section 7.4. For such an administrator who retires under the Connecticut Retirement System (Teachers Retirement Board), and the administrator has been employed by the Board for a period of not less than five (5) consecutive years, the Board will pay \$2,500 per year toward the costs of such insurance coverage for the retired administrator for a period of five (5) years following the administrator's retirement. The retiree shall pay the remainder of the costs for such insurance. The Board shall have no obligation to pay any amount toward the costs for such insurance upon completion of the five-year period.
- 7.6 Upon untimely death of an administrator, his/her spouse shall have the option of continuing in the group insurance programs at the spouse's expense, for the period of time provided by applicable law.
- 7.7 The Board will provide full payment for disability insurance.
- 7.8 For any administrator and/or administrators' spouse who is eligible to participate in health insurance coverage through the Board following the administrator's retirement under the provisions of this Agreement and/or under the Teacher's Retirement statutes, if the retired administrator or spouse becomes eligible for Medicare, the administrator or spouse (as applicable) shall, effective upon the date of such eligibility, be permitted to participate only in the Board's Medicare supplement insurance policy.
- 7.9 Upon retirement under the Connecticut Teacher Retirement System (Teachers Retirement Board), with 5 years of service in the Orange School System, the Board will pay a severance stipend of \$50 per day up to a maximum of 100 unused sick days. Payment over a 2 year period. This provision shall apply only to those administrators hired prior to July 1, 2009.

3. Administrators requesting personal leave must complete the form provided. If possible, forty-eight hours notice should be given. If this is not possible because of an emergency, the proper personnel should be notified by telephone and the required form should be submitted as soon as possible.
4. In extenuating circumstances, the Superintendent may, in the Superintendent's discretion, grant an administrator additional personal leave. In such circumstances the administrator shall provide the Superintendent with documentation substantiating a compelling need for additional personal leave.

8.1 CHILD REARING LEAVE

Administrators with a minimum of five (5) years of continuous service in Orange shall be entitled to childrearing leave in accordance with the provisions of this section. Any request for such a childrearing leave shall be submitted in writing to the Superintendent at least ninety (90) days prior to the administrator's last anticipated day of work prior to the commencement of such leave. Any such leave shall commence in the year in which the child is born or adopted. Such leave shall continue either through the end of the contract year in which the leave commences or through the end of the following contract year, as approved by the Board.

Such leave shall be without salary or unemployment compensation. Health and dental insurance benefits may be continued at the employee's expense at the same level as those in regular service during the leave.

Upon completion of the leave, the administrator shall be assigned to the administrative position he/she held immediately prior to the leave or to a comparable administrative position in the school system for which he/she is qualified and certified, subject to the provisions of Article 4 (Reduction in Force).

The period of the leave shall not count as regular service as it relates to the accumulation of sick days, but any accumulated sick days prior to the leave shall remain in effect upon return.

If partial year is taken, seniority and salary credit will be granted for a full year if leave begins on or after February 1. If leave begins before February 1, seniority and salary credit will not be granted.

To the extent that any provision of this Article is inconsistent with the provisions of any applicable law regarding family and medical leave, the provisions of the law shall be controlling.

rated based on the number of days worked or to be worked during that contract year. Administrators will not be compensated for unused days off. Under ordinary circumstances days off shall be taken during the student vacation periods. If an administrator desires to schedule his/her days off at times other than student vacation periods, he/she shall consult with and seek the approval of the Superintendent. All scheduling of days off shall be granted at the discretion of the Superintendent. Other than the leave specified in Article 8 of this agreement, any days off taken by an administrator shall be submitted and recorded as vacation days through the district's AESOP system.

10.2 Annual salary will be paid in twenty-six installments with the first pay period to be in July as determined by fiscal payment procedures. If an administrator commences or ends employment during the course of a contract year, the administrator's salary shall be pro-rated, based on the number of days worked by the administrator. For that purpose, per diem compensation shall be based on a total of 220 work days.

10.3 Salary Ranges

The following salary ranges shall apply to positions in the bargaining unit:

2015-16	2.5% General Wage Increase	
	Salary Range	
	<u>Minimum</u>	<u>Maximum</u>
220 day Administrators	\$125,757	\$135,472

2016-17	2.5% General Wage Increase	
	Salary Range	
	<u>Minimum</u>	<u>Maximum</u>
220 day Administrators	\$128,901	\$138,859

2017-18	2.5% General Wage Increase	
	Salary Range	
	<u>Minimum</u>	<u>Maximum</u>
220 day Administrators	\$132,124	\$142,330

- 11.2 Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Association shall notify the Board by August 1 of each school year with respect to the dollar amount of the dues to be deducted during that school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.
- 11.3 As a condition to the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court and administrative agency costs and attorneys' fees that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
- 11.4 The Board shall deduct the dues and assessments or the service fees from the salaries of members or non-members of the Association, respectively, on a monthly basis and remit the same to the Association treasurer.

ARTICLE 12.0

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof to any Administrator or group of Administrators is found to be contrary to law, then such provision or application will be invalid and subsisting only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.