

**CONTRACT BETWEEN  
THE CROMWELL BOARD OF EDUCATION**

**and**

**CROMWELL SCHOOLS ADMINISTRATORS' UNIT**

**July 1, 2016- June 30, 2019**

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**CONTRACT BETWEEN  
THE CROMWELL BOARD OF EDUCATION  
and  
CROMWELL SCHOOLS ADMINISTRATORS' UNIT**

This Agreement is made and entered into by and between the Board of Education of the Town of Cromwell and Cromwell Schools Administrators' Unit.

Definitions:	"Board"	Board of Education of the Town of Cromwell.
	"Unit"	Cromwell Schools Administrators' Unit.
	"Superintendent"	Superintendent of Schools for the Board of Education of the Town of Cromwell or his/her designee.
	"Member"	Any member of the bargaining unit as defined in Article I.

**ARTICLE I  
RECOGNITION**

1.1 Subject to and in accordance with the law, the Board recognizes the Cromwell Schools Administrators' Unit for purposes of professional negotiation as the exclusive representative of the bargaining unit, comprised of all building administrators, the Director of Special Services, the Curriculum Supervisor of Math/Enrichment, and the Curriculum Supervisor of ELA/Humanities

**ARTICLE II  
GRIEVANCE PROCEDURE**

2.1 Definitions:

- 2.1. A "grievance" is
- (a) a claim based on an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement; or
  - (b) a claim that a member has been treated unfairly or inequitably or that there has been a violation, misinterpretation or misapplication of Board policies or practices.
  - (c) a claim that the Superintendent has violated a procedure contained within the administrators' evaluation plan. Nothing herein shall be

interpreted to provide a right to any administrator to file a grievance regarding the contents, merits, or any aspect of any administrator's evaluation except for procedural violations.

2.1.2 The term "administrator" as used in this Article shall mean any member of the Unit or the Unit itself.

2.1.3 The term "days" shall mean regular working days, including seasonal vacation days.

2.2 Time Limits:

2.2.1 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 in writing.

2.2.2 Failure of the grievant at any step to appeal the grievance to the next step within the specified time limits shall make the last decision rendered final.

2.2.3 Failure of the Board or its agents to render a decision within the specified time limits shall be deemed to be a denial of the grievance submitted, and the grievant may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day upon which the time period for response had expired.

2.3 Informal Procedures:

2.3.1 Any employee who decides, either alone or after seeking the assistance of the Unit, that such employee has a grievance shall discuss it with the Superintendent of Schools in an attempt to resolve the matter informally at that level.

2.3.2 If such discussion does not lead to agreement, the administrator may pursue the formal procedures set forth below.

2.4 Formal Procedure:

2.4.1 Level One - Superintendent

An administrator shall file a grievance in writing with the Superintendent within twenty (20) days of the time he knew or reasonably should have known of the event or condition giving rise to the grievance. The grievance shall set forth:

- (a) the nature of the grievance;

- (b) the remedy requested; and
- (c) a reference to the provision of the contract which the employee claims has been misinterpreted or misapplied.

The Superintendent shall give his/her decision to the grievant in writing within ten (10) days of receipt of the written grievance.

#### 2.4.2 Level Two - Board of Education

If the grievant is not satisfied with the disposition of his grievance at Level One, he or his Unit representative shall file said grievance with the Board of Education within ten days of receipt of the decision at Level One. The Board of Education shall meet with the grievant and the Superintendent within fifteen days of receipt of the written grievance or of the next regularly scheduled Board meeting, whichever is later. The Board shall render a decision in writing within ten days of said meeting. For grievances as defined in Section 2.1.1(b) and Section 2.1.1(c) the Board's decision shall be final. These grievances shall not proceed to Level Three - Arbitration.

#### 2.4.3 Level Three - Arbitration

- a. If the grievant is not satisfied with the disposition of a grievance as defined in Section 2.1.1(a) at Level Two, he may notify the Board and the American Arbitration Association of his request for arbitration within fifteen days of the decision at Level Two. Said arbitration shall be held in accordance with the rules and procedures of the American Arbitration Association.
- b. The arbitrator shall have no power to alter, amend or modify any of the terms of this Agreement. The parties recognize that the Board is legally charged with the responsibility for operating the school system. The sole power of the arbitrator shall be to determine whether there has been a violation, misinterpretation or misapplication of any of the specific terms of this Agreement. The arbitrator shall hear one grievance in each case, and he or she shall be bound by and must comply with all of the terms of the contract.
- c. The arbitrator shall render his decision within thirty days of the close of the arbitration proceeding. The arbitrator's decision shall be final and binding on the grievant, the Unit and the Board.
- d. The cost of arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Unit.

**ARTICLE III  
TRANSFERS AND ASSIGNMENTS**

- 3.1 Administrators may request a transfer to a new or vacant position within the bargaining unit as follows:
- 3.1.1 The Superintendent shall notify administrators of new or vacant positions by a notice in the school buildings or, alternatively, by letter to the Unit President.
  - 3.1.2 The Board will not fill the vacancy or new position for at least seven (7) days after such position is publicized or the Unit is notified. An administrator may submit his or her name for consideration at any time, but such submission shall not prevent the Board from filling the position with a person from outside the bargaining unit after the expiration of seven (7) days.

**ARTICLE IV  
DISMISSALS AND REDUCTION IN FORCE**

- 4.1 The Board reserves the right to dismiss administrators for cause, provided that in cases of such dismissal, the provisions of Connecticut General Statutes Section 10-151 shall apply and the affected administrator shall not have the recourse to the grievance procedure.
- 4.2 In the event of a reduction in force In the event of a reduction in force, the Board shall have the right to identify the position(s) to be eliminated. In the event that more than one position exists within the affected classification, the primary criterion to be used in selecting the employee to be affected by the reduction in force shall be the demonstrated performance, as determined by annual evaluations, and qualifications of the administrators within the affected classification. In the event that the Superintendent determines that the demonstrated performance and qualifications of the administrators within the affected classification are substantially equal, then the administrator with the greater length of continuous service as an administrator in Cromwell shall be retained. The individual identified for layoff shall not have the right to bump into any other administrator classification.

For the purposes of this article, the following shall be separate classifications:

High School Principal  
High School Assistant Principal  
Middle School Principal  
Middle School Assistant Principal  
Elementary Principal  
Elementary Assistant Principal  
Director of Special Services  
Curriculum Supervisor Math/Enrichment

## Curriculum Supervisor ELA/Humanities

The individual identified for layoff in accordance with Section 1 above shall have the right to a position for which he/she is certified/qualified in the teachers' bargaining unit, in accordance with applicable law and in accordance with the teachers' contract. The Board shall notify the affected administrator within seven (7) days of the decision, and such notice shall be given at least sixty (60) days prior to the effective date of layoff. The reassignment of an administrator to a teaching position does not constitute a layoff.

- 4.3 The name of an administrator who has been laid off shall be placed on a reappointment list and remain on such list for three years provided such administrator applies in writing by registered mail for retention of his name on said list on or before June 1 of each year subsequent to his termination.
- 4.4 No administrator who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he remains on the reappointment list. However, an administrator who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff shall be credited as years of service for compensation or retirement purposes.
- 4.5 It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in Connecticut General Statutes, Section 10-151 as amended, and in no other manner, including the grievance procedure under this Agreement.

### **ARTICLE V SALARIES**

- A. The salary for the positions covered by this contract shall be set forth in Appendix A which is attached hereto and made a part of this Agreement.

### **ARTICLE VI CONDITIONS OF EMPLOYMENT**

- 6.1 Administrative Year
- 6.1.1 For the purposes of establishing equitable rates of pay for all employees who are members of the Administrators' Unit, an Administrative Year shall be twelve (12) months with 22 days of vacation time whenever February vacation is eliminated from the school calendar. During extended seasonable vacations (Christmas, Spring), all members of the Unit will work a minimum of two (2) days during one of the seasonal vacations and three (3) days during

one of the seasonal vacations, to be designated by mutual agreement between the Superintendent and the Administrator. Vacation times requested by members of the Unit shall be subject to approval by the Superintendent. For purposes of computation, the work year shall be stated as 222 days.

- (A) All members of the Unit will be entitled to all legal holidays, provided the Board does not schedule the teaching staff to work on these days:

Labor Day	Martin Luther King Day
Columbus Day	President's Day
	Good Friday
Thanksgiving Day and the Friday following	Memorial Day
Christmas or the working day following if Christmas falls on a weekend	July 4 <sup>th</sup>
New Year's Day	Two floating holidays

- 6.1.2 (A) With advance notification to the Superintendent, members of the Unit may carry over twelve (12) vacation days from the year in which they were earned to the succeeding year, but the total of all vacation days, including time carried over, shall not exceed thirty-four (34) days.
- (B) If an administrator is called into work while on vacation by the Superintendent, he/she shall be compensated at his/her per diem rate for each day he/she is required to work.
- (C) Upon retirement or resignation from the Cromwell School System, each administrator shall be paid for all unused accumulated vacation days at the current per diem rate, up to a maximum of thirty (30) days.
- (D) Administrators who retire from the Cromwell Public School System under the State Teacher Retirement system or who resign from the Cromwell Public School System with fifteen (15) years of service to Cromwell shall be reimbursed at the current per diem rate for one quarter (1/4) of unused sick days to a maximum of thirty (30) days. This provision shall not apply to employees hired on or after July 1, 2016.

6.2 Professional Responsibility

- 6.2.1 Each member shall carry out his/her professional responsibilities to the extent required by the education program of the Cromwell Board of Education.
- 6.2.2 In the event school closes due to inclement weather, the Superintendent may excuse an administrator from reporting to school if, due to weather conditions, it would be impossible or unreasonable for the administrator to report.

6.3 Pay Credit

6.3.1 Any member or the designated beneficiary of the estate, in absence of a beneficiary, shall receive, in the event of separation of employment or death, any pay earned within two weeks of the date of such separation or death. Pay shall be earned pro rata, week for week, during the twelve (12) month employment year.

6.4 Leaves

Members shall enjoy the following leave benefits:

6.4.1 Sick Leave

- A. All certified professional employees shall be granted annually, twenty (20) days of sick leave with full pay. Sick leave shall be accumulative to two hundred twenty-two (222) days.
- B. With the first paycheck each school year, each member will be notified as to his current number of accumulated sick leave days.
  - 1. Administrators shall be allowed, on an annual basis, to use up to five (5) accumulated sick days for illness in the immediate family. For purposes of this provision "immediate family" shall be defined as follows: parent, child, spouse and any person living in the employee's household.

C. Sick Leave Bank

For the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, the Board and the Unit established a Sick Leave Bank.

- 1. Participation by members of the Unit shall be voluntary. Administrators may contribute up to ten (10) days of accumulated sick leave each year to the Bank.
- 2. The Bank shall be administered by a committee consisting of the Superintendent or his designee, one representative selected by the Unit, and one representative selected by the aforementioned committee members. This committee shall consider the eligibility of administrators to draw from the Bank.
- 3. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of an administrator to draw from the Bank and determining the amount of leave:

- a) An administrator must have completed two (2) years of service in Cromwell.
  - b) An administrator must have used up all of his or her accumulated sick leave.
  - c) An administrator must submit competent and timely evidence that the leave is necessary due to serious and lengthy illness that is not covered by workers' compensation.
4. Upon compliance with Section 3, above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank. The cumulative total of the two (2) grants shall not exceed 100 days. In any event, administrators shall be eligible to receive no more than 100 days from the Sick Leave Bank in any three-year period.
  5. The decisions of the Sick Leave Bank Committee shall be final and binding and shall not be subject to the grievance procedure or arbitration.

#### 6.4.2 Personal Leave:

- A Each member of the bargaining unit may receive full pay for a maximum of five days (5) in any school year for personal reasons that cannot be transacted outside the normal school day to include, but not be limited to, care of ill family members, religious holidays, attendance and travel at graduation for family members, marriage of family members, compulsory legal matters, doctor appointments and funerals of family members. Under unusual circumstances, the Superintendent of Schools may extend the maximum allowance of five (5) days per year. For purposes of this provision, the term "family" shall include, but not be limited to, the following: parents, spouse, children, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews, spouse's parents, domestic partner, legal guardian, and any person living in the employee's household. Administrators will be required to check personal or personal/personal day leave only on a Board provided electronic form.
- B. To qualify for such leave, the member must request it through the Superintendent of Schools stating reasons and whenever possible must make the request at least seventy two (72) hours in advance.
- C. Officers and other representatives of the Unit may be granted leave with full pay to attend administrative hearings or judicial proceedings related to negotiation or administration of the collective bargaining agreement, or to attend to other Unit business if approved by the Superintendent.

Whenever possible, the Unit shall provide the Superintendent with the names of members who the Unit wishes to attend at least 48 hours prior to the meeting.

- D. The Board may in its discretion grant a long term leave of absence without pay and without salary advancement for one school year, for the following reasons:
  - 1. Illness or disability beyond accumulated sick leave.
  - 2. Serious extended illness in the immediate family.
  - 3. Study or research not qualifying for sabbatical leave.
  - 4. Other personal problems necessitating extended absence from school.

#### 6.4.3 Parenthood Leave:

- A. The Board agrees that it will (1) not terminate a woman's employment because of her pregnancy, (2) grant to said employee a reasonable leave of absence for disability resulting from such pregnancy; and (3) grant to said employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of sick leave benefits accrued. Upon signifying her intent to return, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credit.
- B. In lieu of accepting disability leave for maternity purposes under Paragraph A, a member with three or more years of service and who so requests in writing prior to August 1 shall be granted a leave of absence for childrearing purposes for the entire following school year. Such leave shall be without pay, but upon return, such pay shall be reinstated, including benefits accrued prior to the leave. This paragraph shall apply to parents who expect birth of a child or adoption of a child within the period of leave, and shall be available to both male and female members. Leave of absence under this paragraph may be granted to non-tenure members at the absolute discretion of the Board.

#### 6.4.4 Conference Leave:

- A. When it is evident that convention or conference attendance or the observation of an activity in another school system will contribute to the effectiveness of a member of the Administrators' Unit, the Superintendent may grant convention or conference leaves, or

permission to observe an activity in another school system without loss of pay.

- B. The Board agrees to reimburse all members attending a convention or conference, or observing activities in another school system for reasonable and necessary expenses, including registration, travel and lodging. The member and the Superintendent shall agree prior to the leave as to what categories of expenses are appropriate for reimbursement under the circumstances. The decision of the Superintendent regarding approval shall be final and shall not be subject to the grievance procedure. This shall not preclude approval of unanticipated expenses after the conference. Social expenses are not reimbursable.
- C. The Board will set aside \$4,000 annually in a professional development account for members to attend out of state conferences. If the account is not fully expended in one year it shall not carry over to the next year's account. Despite the set-aside of this fixed amount of money, the Superintendent shall exercise his/her discretion in granting member requests for approval of out of state conference, and his/her decisions shall be final and shall not be subject to the grievance procedure. Without limiting the foregoing sentences, the Superintendent will work in conjunction with the unit to determine an equitable distribution of these funds.

#### 6.4.5 Jury Duty Leave

Employees shall notify the Superintendent in writing not later than three (3) calendar days following receipt of notice of jury duty. Such employees shall be granted paid jury duty leave for the statutorily required period provided the employee furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.

#### 6.5 Insurance Benefits

**Medical: "HDHP" refers to the High Deductible Health Plan with the HSA (Health Savings Account) and "Traditional" Point of Service (POS) Plan refers to the plan that is NOT a HDHP. Both are PPOs and utilize the same local and national network.**

Effective July 1, 2016, the HSA Plan shall be the sole insurance plan, as set forth below. The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on or about July 1. 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 will be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA Plan is implemented after the start of the contract year, the Board's contribution toward the funding shall be prorated for that year.

The Board's contribution to the applicable HSA deductible during the term of this contract shall be as follows: For each administrator who elects to participate in the HSA-HDHP, the Board will deposit into the administrator's HSA account one thousand two hundred fifty dollars (\$1,250) for single coverage and two thousand five hundred dollars (\$2500) for two person or family coverage in each year the administrator selects HSA-HDHP coverage. The Board shall deposit the deductible contribution amounts into the administrator's Health Savings Account on the first payroll date in July for 12-month employees. The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the administrator to pay his/her insurance premium contributions on a pre-tax basis.

(i) HDHP Plan

<b>Plan Features</b>	<b>2016-2019</b>
Annual Deductibles	\$2,500/\$5,000
In-network co-insurance	100%
Out of network co-insurance	70%/30%
In Network out of pocket maximums	\$3,500/\$7,000
Out of Network out of pocket maximums	\$5,000/\$10,000
Preventative Care Rider	100%
Prescription Drugs	<b>\$15/\$25/\$40 after deduction</b>

(iii) *Premium cost share percentages for HDHP*

<b>2016</b>	<b>16.0%</b>
<b>2017</b>	<b>17.0%</b>
<b>2018</b>	<b>18.0%</b>

- A. Group Life Insurance coverage in the amount of two times the administrator's annual salary for all members
- B. The Board shall offer group disability insurance, the entire cost of the premiums to be borne by the unit members electing to take such coverage.
- C. The Board shall provide \$200 annually to each member for the purpose of purchasing additional health benefits. Board shall make

payment, once per year, directly to the insurance provider chosen by each member. The Board will not be responsible for any increase in the cost of any benefit purchased by the administrator.

D. The premium cost sharing for the dental insurance plan shall be:

<b>20%</b>	<b>2016</b>
<b>21%</b>	<b>2017</b>
<b>22%</b>	<b>2018</b>

Effective 7/1/2016, dependent eligibility for dental insurance benefits will mirror that of health insurance in that eligible dependents may continue their coverage until the end of the plan year following the attainment of age 26 regardless of full-time student status.

6.5.2 Insurance carriers may be changed at any time providing the overall level of benefits remains equivalent. At least sixty (60) days prior to changing carriers, the Board or its designee shall notify the President of the Union in writing. Upon request, the parties shall meet to discuss the proposed change.

6.5.3 Administrators who retire and who are eligible for immediate benefits under the State Teacher Retirement System, may continue to participate in Board-sponsored group health insurance plans to the extent required by law at their own expense.

6.5.4 Dependent Care Reimbursement Account

The Board has established a Reimbursement Account plan (the "RA Plan") for the purpose of enabling eligible administrators to divert a portion of their gross salaries into an account from which, during the course of the Plan Year, they can be reimbursed for Dependent Care costs they incur during the plan year.

The Board has established a Dependent Care Reimbursement Account for administrators. The Reimbursement Account was established under applicable tax laws for the purpose of assisting participating members in funding eligible child care expenses and certain costs associated with the care of a dependent child, spouse or parent. Pre-tax contributions will be made by payroll deduction and the contributions are allocated to an account maintained on the participant's behalf."

6.5.5 Excise Tax.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-48) has set forth and codified under the Internal Revenue Code §4980I the imposition of an excise tax related to employer provided health insurance

plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018. Should any federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will re-open the "Insurance Benefits" Section, section 6.5, for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

6.6 Salary Payment

Members' salaries shall be paid in twenty-six payments which shall be on a bi-weekly basis.

6.7 Payroll Deductions

6.7.1 In addition to those payroll deductions required by law, the Board will make payroll deductions as authorized in advance and in writing by members of the unit.

6.7.2 The Board shall cooperate with the Unit in implementing a voluntary tax-sheltered annuity program, whereby members may authorize payroll deductions for contributions to such a program.

6.7.3 A. Condition of employment: All administrators employed by the Cromwell Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be not greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment. The fee shall be set and administered in accordance with law.

B. Deductions: The Cromwell Board of Education agrees to deduct from each administrator's bi-weekly salary an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fees divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues and service fees shall be certified by the Association to the Board of Education prior to the opening of school each year.

C. Subsequent Employment: Those administrators whose employment

commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

- D. Forwarding of Monies: The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of administrators for whom such deductions were made.
- E. Save Harmless: The Association shall indemnify and save the Board and/or Town of Cromwell harmless against all claims, demands, suits or other forms of liability, including attorney's fees, which may arise by reason of any action taken in making deductions and remitting the same to the Association. If the Association fails to meet its obligations under this provision, Section D of this article shall be null and void, and shall be severed from this Agreement.
- F. The singular reference to the "Association" herein shall be interpreted as referring to the Administrator's Association of Cromwell, the local state Association and the national Association.
- G. Rebate for Non-Members: Any non-member wishing a rebate for that portion of his/her service fee in excess of the costs of collective bargaining, contract administration and grievance adjustment may apply for such rebate to the Treasurer of the Association or his designated agent. Such rebate, if any is due, shall be made in accordance with law.

#### 6.8 Additional Stipends

- 6.8.1 Administrators who hold a Ph.D. or Ed.D. degree shall receive an additional stipend of \$1,000.00
- 6.8.2 The Board agrees to reimburse each administrator at the current IRS business rate to defray the cost of business-travel outside the district. The Board shall provide an annual stipend in the amount of \$850 to the Special Services Director, the High School Principal and the Assistant High School Principal as reimbursement for intra-district travel.
- 6.8.3 The Superintendent will hire an individual to contact substitute teachers for all buildings and shall train the substitute caller.

#### 6.9 Protection of Members

- 6.9.1 The Board recognizes its obligations to Unit members under Connecticut General Statutes, Section 10-235 and 10-236a.

### **ARTICLE VII**

## **MANAGEMENT RIGHTS**

- 7.1 The Cromwell Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Cromwell in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Cromwell; to decide the need for school facilities, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to create and eliminate administrative positions; to employ, assign, demote and transfer administrators to positions within or outside of the bargaining unit; to suspend or dismiss members of the unit in the manner provided by statute; 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 whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve plans for school buildings, to prepare and submit budgets to the Town of Cromwell 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 advisable. 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 contract. The Board expressly reserves the right in its sole discretion to make policy with respect to such rights, responsibilities and prerogatives.
- 7.2 The parties recognize that from time to time it is necessary to change practices in effect when this contract is executed, and that such changes in practices may affect terms and conditions of employment. The Board reserves the right to change such practices when, in its sole discretion, it deems it advisable to so do; provided however, that the specific terms of this Agreement shall not be changed without prior consultation and agreement with the Association.

## **ARTICLE VIII COPIES OF CONTRACT**

The Board shall furnish or make available to all members of the Unit complete copies of the contract agreement together with the salary schedules.

## **ARTICLE IX JUST CAUSE**

No administrator shall be reprimanded, suspended, discipline or demoted without just cause.

**ARTICLE X  
WORK STOPPAGES**

The Unit agrees that it will not authorize, instigate, sanction, condone, honor picket lines or engage in any strike, concerted refusal to render service, or interference with the orderly operation of the Cromwell School System by any group, Union or Association.

**ARTICLE XI  
AMENDMENT**

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

**ARTICLE XII  
SEVERABILITY**

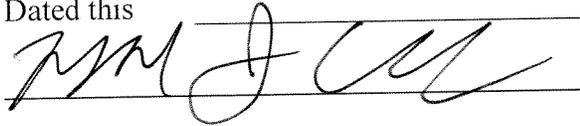
In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

**ARTICLE XIII  
DURATION**

13.1 This Agreement constitutes the full and complete agreement between the parties on all issues, and neither party shall be required during the term hereof to negotiate or bargain on any issue, whether it is covered or not covered in this Agreement.

13.1.2 This Agreement shall become effective July 1, 2016 and shall be in full force and effect until June 30, 2019 inclusive.

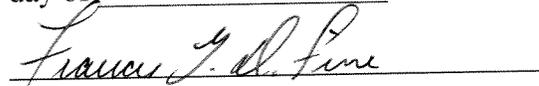
Dated this



for the  
CROMWELL BOARD OF  
EDUCATION

*Michael J. Camilleri*  
*Chairman*

day of



for the  
CROMWELL ADMINISTRATORS'  
UNIT

APPENDIX A

ADMINISTRATORS' SALARY SCHEDULE  
2016-2017 through 2018-2019

<u>Administrator</u>	Year 1	Year 2	Year 3
	2.5% Increase <u>2016-2017</u>	2.5% Increase <u>2017-2018</u>	2.5% Increase <u>2018-2019</u>
WIS Prin.	137,184	140,614	144,129
CHS Prin.	150,749	154,518	158,381
ECS Prin.	137,184	140,614	144,129
CHS AP	126,522	132,685	139,002
Dir. Sp. Services	139,107	142,585	146,150
ECS/WIS AP	99,295	101,777	104,321
AP CMS	120,419	123,429	126,515
CMS Prin.	145,968	149,617	153,357
Curriculum Supervisor ELA/Humanities	116,889	119,811	122,806
Curriculum Supervisor Math/Enrichment	90,010	92,260	94,567

## SIDE LETTER OF AGREEMENT

The Board shall provide the following administrators with a district-issued cellular Smartphone, to be used in accordance with district policies and procedure related to same:

- High School Principal
- High School Assistant Principal
- Middle School Principal
- Middle School Assistant Principal
- Elementary Principal
- Elementary Assistant Principal
- Director of Special Services