Manchester Public Schools

Kennedy Education Center
45 North School Street
Manchester, CT 06042

www.mpspride.org

RECEIVED
OCT 08 2021
MANCHESTER
TOWN CLERK

October 8, 2021

Mr. Joseph Camposeo, Town Clerk
Town of Manchester
41 Center Street
Manchester, CT 06040

Dear Mr. Camposeo:

Enclosed is the contract for:

Manchester School Administrators for the period of July 1, 2022 through June 30, 2026.

Sincerely,

Matthew Geary
Superintendent of Schools

MG/nd

AGREEMENT

BETWEEN

**THE MANCHESTER
BOARD OF EDUCATION**

and

**THE MANCHESTER
SCHOOL ADMINISTRATORS ASSOCIATION**

Covering the Period

**July 1, 2022
To
June 30, 2026**

CONTENTS

ARTICLE		PAGE
I	Recognition	1
II	Professional Negotiations	2
III	Grievance Procedure	2
IV	Work Year	6
V	Additional Personnel	7
VI	Board Rights	7
VII	Transfers or Reassignments	8
VIII	Layoffs	9
IX	Promotions and Special Positions	11
X	Retirements	12
XI	Salaries	13
XII	Contracts	13
XIII	Protection of Administrators	13
XIV	Accident and Sickness Benefits	14
XV	Professional Development and Educational Improvement	14
XVI	Sick Leave	15
XVII	Leaves of Absence	18
XVIII	Health Insurance	21
XIX	Payroll Deductions	24
XX	General Provisions	24
XXI	General Conditions Affecting Salaries	25
XXII	Just Cause	27
XXIII	Dues Deductions	28
XXIV	Summer School Programs	28
XXV	Duration	28
Appendix A	Administrators' Salary Schedules	30

AGREEMENT
BETWEEN
THE MANCHESTER
BOARD OF EDUCATION AND
THE MANCHESTER SCHOOL ADMINISTRATORS ASSOCIATION

THIS AGREEMENT MADE AND ENTERED INTO as of the 1st day of July, 2022 by and between the MANCHESTER BOARD OF EDUCATION (hereinafter referred to as the Board) and the MANCHESTER SCHOOL ADMINISTRATORS ASSOCIATION, LOCAL 97, AFSA, AFL-CIO, (hereinafter referred to as the Association).

ARTICLE I—RECOGNITION

A. The Association is recognized as the exclusive bargaining representative of those certified professional employees in the Manchester Public Schools who are not excluded from the purview of Connecticut General Statutes, Sec. 10-153a to 10-153n, inclusive, and who are employed in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof, and whose administrative or supervisory duties equal at least 50% of the assigned time of such employees. Unless otherwise indicated, the employees covered by this agreement shall hereinafter be referred to as "administrators."

B. The Association accepts such recognition, and agrees to represent equally all administrators without regard to membership or participation in, or association with the activities of, the Association or any other employee organization, and to continue to admit administrators to membership without qualification other than payment of dues and employment in the Manchester Public School System.

C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by officially designated committee member or representative.

D. Definitions:

1. As used in this Agreement, the term "elementary" means grades pre-school through 4.

2. As used in this Agreement, the term "middle school" means grades 5-8.

3. As used in this Agreement, the term "secondary" means grades 5-12.

ARTICLE II—PROFESSIONAL NEGOTIATIONS

A. Matters not Covered by the Terms of this Agreement

This agreement contains the full and complete agreement between the Board of Education and the Association on all negotiable issues and neither party shall be required during the time hereof to negotiate upon any issue covered by this agreement.

B. Negotiations Over Successor Agreement

During direct negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Any agreement so negotiated shall apply to all members of the bargaining group, and shall be reduced to writing and signed by the Board and the Association. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE III—GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall be a complaint by an administrator that there has been a violation, misinterpretation or misapplication of a specific provision of this contract.

2. The term "administrator", except as otherwise indicated, is considered to apply to all members of the bargaining group. The term "administrator" may include a group of administrators who are similarly affected by a grievance.

3. An "aggrieved person" is the person or persons making the claim.

4. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

5. The term "business days" when used in this Article shall, except where otherwise indicated, mean days on which the Board's central office is open.

B. Purposes

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise from time to time affecting the welfare or working conditions of administrators.

2. Both parties agree that these proceedings shall be kept as informal as may be appropriate at any level of the procedure. Furthermore, both parties agree that there may be circumstances under which a confidential hearing is essential to protect the welfare of the individual or individuals concerned, subject to the provisions of the Freedom of Information Act.

3. Nothing herein contained shall be construed as limiting the right of any administrator having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association.

4. Any certified professional employee or group of employees shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose in this Article.

C. Structure

The Association shall designate a Representative in such manner as may be determined by the Association.

D. Time Limits

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. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that every effort will be made to exhaust the grievance procedure prior to the end of the school term or as soon thereafter as is practicable.

3. If an administrator does not file a grievance in writing as provided herein during the thirty (30) business days in which the act or condition occurred, then the grievance shall be considered as waived.

a. Level One—Superintendent

(1) If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit the claim as a formal grievance in writing to the Superintendent or his/her designee. The written grievance shall indicate the specific provision(s) of the bargaining agreement that have been allegedly violated.

(2) The Superintendent or his/her designee shall within ten (10) business days render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Association president.

b. Level Two—Board of Education

(1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) business days after he/she has first met with the Superintendent, he/she may file the grievance again with the Association's president, within five (5) business days of disposition, or fifteen (15) business days after he/she has first met with the Superintendent, whichever is later.

(2) The Association's president may refer the grievance to the Board of Education, within ten (10) business days of the Level Two disposition, but prior to this the aggrieved person shall be invited to meet with the Association's Executive Committee for the purpose of joint review.

(3) At its next regularly scheduled Board meeting which is at least fifteen (15) business days after receipt of the grievance, the Board shall meet with the aggrieved person and with the representatives of the Association for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within ten (10) business days.

c. Level Three—Impartial Arbitration

(1) If the aggrieved person is not satisfied with the disposition of this grievance at Level Two, or if no decision has been rendered within ten (10) business days after the aggrieved person has first met with the Board, he/she may, within five (5) business days after a decision by the Board or fifteen (15) business days after he/she has first met with the Board, whichever is sooner, request in writing that the President of the Association submit the grievance to arbitration.

(2) If the Executive Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school

system, the Executive Committee may recommend that the Association submit the grievance to arbitration within fifteen (15) business days after receipt of a request by the aggrieved person.

(3) If the Association, in the foregoing manner, determines that the matter should be submitted to arbitration, and so notifies the Board in writing within twenty (20) business days after the Executive Committee's recommendation, a single arbitrator shall be jointly selected who is an experienced, impartial and disinterested person of recognized competence.

(4) Within ten (10) business days after written notice of submission to arbitration, the Board and the Executive Committee shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, either party shall make a request for a list of arbitrators to the American Dispute Resolution Center, Inc. (ADRC). The parties shall be bound by the rules and procedures of the American Dispute Resolution Center, Inc. (ADRC)

(5) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been misinterpreted or inequitably applied, and the arbitrator shall have no power or authority to make any decision which modifies, alters, or amends any terms of this Agreement or which is violative of the terms of this Agreement. The arbitrator shall not substitute his/her judgment for that of the Board where the Board's action is not unreasonable except in the following circumstances:

(a) where an issue to be determined by the arbitrator is an issue of fact;

(b) where the issue before the arbitrator involves the interpretations of the terms of this Agreement.

(6) The decision of the arbitrator shall be rendered to the Board and to the Association and shall be final and binding on all parties, subject to the provisions of Section 52-418 of the Connecticut General Statutes.

(7) The costs for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

E. Rights of Administrators to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, or any other participant in the grievance procedure by reason of such participation.

2. The aggrieved person may be represented at Levels One and Two of the formal grievance procedure by a representative of the Association. Regardless of whether the administrator in question requests Association representation, the Association shall have the right to be present and to state its views at all stages of the procedure.

F. Miscellaneous

1. Decisions rendered at all levels of the formal grievance procedure shall be in writing, setting forth the decision and the reasons therefore.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. The sole remedy available to any administrator for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive any administrator of any legal right that he/she presently has.

ARTICLE IV—WORK YEAR

A. Except as otherwise provided below, the work year for administrators shall be 220 days. The 220-day work year will include one week after closing and one week before the opening in the fall, four weeks of summer work and one week of work during a school year vacation period with the latter to be mutually agreed upon by the Superintendent/designee and the administrator. If an administrator works at Saturday School, each day of that assignment will be substituted for a day of the required work during a school vacation period.

The work year for the Athletic Director shall be 210 days, to be scheduled by mutual agreement of the Superintendent/designee and the Athletic Director.

B. Personnel required to work beyond the scheduled work year shall receive added compensation on a prorated basis, as established in Article XXI.F. Such additional work must have prior approval in writing from the Superintendent or his/her designee.

ARTICLE V—ADDITIONAL PERSONNEL

A. The Board and the Association agree that at least two weeks prior to the submission of any recommendations to the Board of Education for the establishment of any new positions, or the elimination of any existing positions, involving certificated professional personnel within the bargaining group, the administration shall consult with representatives of the Association so that consideration may be given to the Association's views during the formulation of any plans, projects, or proposals.

B. The Board and the Association agree that prior to any Board action regarding the establishment of any new positions involving the certificated professional personnel within the bargaining group, an opportunity shall be provided for Association representatives to meet with the Board and express their views directly regarding any such proposed action, priorities, or projects.

C. An administrative position will be filled on an interim basis when, in the opinion of the Superintendent, it best serves the interest of the Manchester Public Schools.

   1. There shall be specific authorization and approval by the Superintendent at four-month intervals to continue an interim appointment beyond four (4) calendar months.

   2. If a position continues for more than two months, the person filling the position shall be paid on the appropriate salary step based on experience and shall pay dues to the MSAA.

   3. If the position is to be continued and to be filled by permanent certified appointment, the position shall be posted to be filled for the subsequent school year.

ARTICLE VI—BOARD RIGHTS

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board. Such rights include, but are not limited to the following:

A. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.

B. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures, subject to the Association's rights under the Teacher Negotiation Act.

C. To discontinue processes or operations or to discontinue their performance by employees.

D. To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.

E. To employ, transfer, or to lay off or otherwise relieve employees from duty for legitimate reasons when it shall be in the best interests of the Board.

F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper. Disciplinary action shall be subject to the just cause provision set forth in this Agreement.

G. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned salary rates.

H. To determine the work schedules for employees.

ARTICLE VII—TRANSFERS OR REASSIGNMENTS

Although the Board and the Association recognize that some transfer of administrators from one school to another is unavoidable and in fact may be desirable, they also recognize that frequent transfers of administrators is disruptive of the educational process and interferes with optimum administrator performance. Therefore, it is agreed as follows:

A. An up-to-date listing of new and open positions shall be noticed on the School District's website, published in the Job Posting List and posted in each school during the school year and in the Central Office during the summer.

B. All openings for positions covered by the Administrator's contract shall be listed in the Job Posting List, on the job line and posted on the Manchester Public Schools website, and a job description and statement of qualifications posted in each school as far in advance of the appointment as possible. Postings will be for ten (10) work days

during which Manchester administrators must state in writing their interest in the opening. Following the ten-day internal posting period, outside applicants may be sought. After June 1 of any year and during the summer months, posting will be for five (5) work days.

C. Changes in assignment which are involuntary shall be to a comparable position, if possible, and shall not be effected or announced without a prior personal conference between the administrator involved and the Superintendent of Schools or his/her designee, at which time the administrator shall be notified of the reasons for the transfer and confirmation shall be in writing. If an administrator is involuntarily transferred to a lower paying position for claimed reasons of discipline and/or incompetence, such transfer is subject to the grievance procedure.

D. Those administrators who desire a change in assignment outside of their own building shall file a written statement with the Office of the Superintendent. After reviewing the qualifications of the various candidates, within reason, it shall be the policy of the Administration to attempt to honor requests for such changes.

E. For published vacancies any transfer requests shall be directed in writing to the Central Office. Up to June 1st such written requests must be received within 10 calendar days after publication of the existing vacancy.

F. For vacancies published between June 1st and the opening of school in the fall, requests for transfer must be received within 5 work days after publication of the existing vacancy. However, this procedure does not prevent the filing of applications until such time as the vacancy has been filled. Applications received after 5 work days will go into the general candidate pool.

G. A transfer shall be subject to the approval of the Central Office.

H. As soon as possible after a published position has been filled, the Central Office shall inform the other applicants in the Manchester school system to that effect in writing.

ARTICLE VIII—LAYOFFS

A. In the event it becomes necessary to lay off an administrator because of declining enrollment, budgetary constraints or changes in curriculum, the decision shall be made on the basis of length of service as an administrator in the system, certification and qualifications. An administrator's length of service as an administrator in the system shall be a prime factor, but not a sole factor in making such decisions. Length of service shall be determined from the last date of hire as an administrator.

B. The following provisions shall apply to an administrator displaced due to a reduction in force:

1. If an administrator is relieved of his/her position because of a reduction in staff or abolishment of that position, he/she will be offered an administrator's opening if one exists in his/her classification. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of the least senior administrator in his/her present classification.

2. If there is no existing administrative opening in his/her classification and the displaced administrator has the least seniority of those within his/her classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified; provided, however, such appointment does not constitute a promotion.

3. If there is no such existing administrative opening in any other administrative classification for which the displaced administrator is certified and qualified, the displaced administrator shall be permitted to bump the least senior administrator in another classification for which he/she is certified and qualified and in which he/she has had previous experience (in any school district), provided that the displaced administrator has administrative seniority over the least senior administrator in such classification, and provided that such appointment does not constitute a promotion.

4. If an administrator is relieved of his/her duties because of reduction of staff or elimination of position and another administrative position is not available to the displaced administrator in accordance with this section, he/she will be offered a teaching position for which he/she is certified, subject to, and consistent with the reduction in force contract provision or policy then in effect relative to teachers.

C. Administrators to be laid off after the school year has begun shall receive sixty (60) days' notice.

D. The name of any administrator who has been laid off shall be placed upon a reappointment list and remain on such list for one (1) year, provided such administrator does not refuse a reappointment and provided such administrator applies in writing by registered mail for retention of his/her name on said list on or before June 1st of each year subsequent to his/her layoff. Failure to file such application with the Superintendent of Schools as provided in this subsection shall automatically remove such administrator's name from the reappointment list and the administrator will be considered to have resigned. Administrators on the reappointment list who qualify for vacancies shall be given prime consideration.

E. While on the recall list, and upon the written request to the Superintendent of Schools, a laid off administrator shall have the opportunity to continue participation in the district's health insurance at his/her own expense, as provided by COBRA.

F. The classifications and administrative hierarchy referred to within this article are:

1. High School Principal;
2. Directors of Teaching and Learning; Directors of Pupil Personnel Services
3. Bennet Academy Principal; Illing Middle School Principal;
4. Elementary Principals; COVID 19 Health and Safety Compliance Liaison; Remote Learning Coordinator Grades K-4
5. Director of Manchester Regional Academy; Director of Manchester Middle Academy; Adult Education Director; Director of Equity and Adult Education; Supervisor of Alternative Programs
6. Director of Instructional Technology;
7. Secondary Assistant Principals; Attendance, Residency, and Communications Administrator; Director of School Counseling;
8. Elementary Assistant Principals; Pupil Personnel Services Supervisors; Supervisor of Early Childhood Programming;
9. Director of Operations and Athletics
10. Athletic Director.

If the Director of Equity and Adult Education is relieved of his/her position because of the abolishment of that position, he/she will be placed back in the position of Director of Adult Education.

If the Remote Learning Coordinator Grades K-4 is relieved of his/her position because of the abolishment of that position, he/she will be placed back in the position of Elementary School Principal.

If the COVID 19 Health and Safety Compliance Liaison is relieved of his/her position because of the abolishment of that position, he/she will be placed back in the position of Elementary Principal.

If the Director of Operations and Athletics is relieved of his/her position because of the abolishment of that position, he/she will be placed back into the position of Athletic Director.

ARTICLE IX—PROMOTIONS AND SPECIAL POSITIONS

A. All administrators shall be given adequate opportunity to make application for such positions. If in the determination of the Superintendent the qualifications of

applicants are substantially equivalent, preference shall be given to qualified administrators currently employed by the Board.

B. Appointments shall be made without discrimination in regard to race, creed, color, religion, national origin, genetic information, gender, gender identity or expression, sexual orientation, age, disability, or marital status.

ARTICLE X—RETIREMENTS

A. Persons who expect to retire at the end of a particular school year should notify the Central Office prior to January 1st of that year. If a person does not notify the Central Office by January 1st, the Board has the right to delay compensation for accumulated unused sick leave for 90 days beyond the date set forth in Section B.

Persons who expect to retire at any time other than the end of the school year, should notify the Central Office at least 120 days in advance. If such a person does not give at least 120 days notice, the Board has the right to delay payment of accumulated unused sick leave for 90 days beyond the date set forth in Section B.

All above notice requirements are waived when retirement is due to medical necessity.

B. Upon retirement, retirees shall be compensated for accumulated unused sick leave as follows:

Upon retirement under the Connecticut State Teachers Retirement System, or termination due to reduction in force, a certified professional employee, or his estate, shall be compensated for one-half of all accumulated unused sick days up to a limit of 120 days of such accumulation, or, if the employee had rendered 15 or more years of teaching and/or administrative service in Manchester, for all unused sick leave accumulated up to a maximum of 60 days. Compensation for each unused sick day so provided shall be at the employee's per diem rate prior to the date of retirement. New hires as of July 1, 1998 are not eligible for this benefit.

For each eligible retiring administrator who has reached the age of fifty-five (55) during the calendar year in which the administrator retires, the Board shall contribute the applicable compensation amount under the provisions of this section into a 401(a) plan established by the Board. Such contribution into the 401(a) plan shall be mandatory for each such eligible retiring administrator. The Board shall make such contributions within sixty (60) days after the effective date of the administrator's retirement. For any eligible retiree who has not reached the age of fifty-five (55) during the calendar year in which the administrator retires, the Board shall pay directly to the administrator the dollar amount applicable to such administrator for the

payment for unused sick leave, with such amount to be determined in accordance with the provisions of this contract section. Such payments shall be made within the same time period applicable to 401(a) contributions under the provisions of this section.

ARTICLE XI—SALARIES

The base salaries of administrators shall be comprised of the following components:

1) Cash compensation, in such amounts as are set forth in Appendix A.

2) The additional sum of One Thousand Five Hundred Dollars ($1,500), as to which each administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity of his/her choice from the accounts offered by the Board.

Both base salary components shall be payable in installments during the contract year, in accordance with Article XXI.

ARTICLE XII—CONTRACTS

The Board agrees to inform each individual employee in writing of the step, schedule, base salary, longevity pay, and any additional pay to which the individual employee is entitled.

ARTICLE XIII—PROTECTION OF ADMINISTRATORS

A. Administrators shall report immediately in writing to the Central Office all cases of assault suffered by them in connection with their employment.

B. The Board shall provide protection, indemnification and counsel to each administrator as required by law.

C. The Board will reimburse an administrator for any personal property damaged or destroyed as a result of documented student negligence or malicious act occurring on school property. The Board's liability in this respect shall not exceed a total of $5,000 per school year. Claims will be paid each June and if the claims exceed $5,000, they will be paid on a pro-rated basis. The administrator must first use personal insurance coverage before submitting a claim to the Board for reimbursement.

ARTICLE XIV—ACCIDENT AND SICKNESS BENEFITS

A. If an administrator suffers an injury arising out of and in the course of his/her employment, such injury being compensable under the Connecticut Workers' Compensation laws, any absence caused by the injury will not be charged against accumulated sick leave or personal leave.

   The administrator will be paid the difference between his/her full salary and the amount of any Workers' Compensation award for the period of absence, with such period not to exceed the shorter of the compensable period for Workers' Compensation or one calendar year. For absences which extend beyond such period, an administrator may use his/her accumulated sick leave. The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his/her duties, and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

B. Upon the discovery of any illness within the school system that may reasonably constitute a danger to the fetus of a pregnant administrator, which danger cannot be eliminated by transfer of the administrator, the administrator shall be placed on leave with full pay and benefits and without loss of accumulated sick leave. Such leave will continue until: (1) medical testing has established that the administrator is immune to the illness, or (2) the illness is no longer present in the school system, whichever occurs first. In no event, however, shall such leave exceed ten (10) working days.

ARTICLE XV—PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Tuition Reimbursement

   1. The Board agrees to payment of the cost of tuition for courses taken at the Board's request.

   2. Full-time administrators who hold a valid administrator's certificate may make application to the Board of Education for reimbursement of 85% tuition cost and lab fees of courses taken to enhance their skills, for up to a maximum reimbursement of $1000 per year.

   3. These courses must have prior approval of the Central Office administration.

4. It is understood that all other expenses related to this course are to be borne by the administrator, with the exception of reimbursement for those materials that would be used for the benefit of the school system.

5. Any application for approval of coursework must be received by Central Office administration at least two (2) weeks prior to the start of the requested course.

6. An administrator may receive reimbursement for tuition payments only in a year in which he/she is not attending a professional conference as referenced in Article XV, Sec. B., below.

B. Attendance at Conferences

The Board of Education annually shall make every attempt to allocate funds, including any and all grant funds, apart from the individual school budgets for the professional development of administrators to the extent described below. Under this provision, the Board shall pay the full costs of administrators' attendance at regional or national professional conferences. The administrator must show that the conference is directly related to his/her School Improvement Plan and such attendance must be approved by the Superintendent or his/her designee. The following number of administrators shall benefit on a two-year cycle:

- an average of two elementary principals per year
- an average of two secondary administrators per year
- an average of one supervisor from other classifications per year

This in no way prohibits administrators from building professional development money into their own school/program budgets.

ARTICLE XVI—SICK LEAVE

A. All certificated administrators shall be granted annually eighteen (18) days of sick leave with full pay. The accumulation of unused sick leave shall be subject to a maximum accumulation of two hundred twenty-five (225) days. Notwithstanding the foregoing, any administrator who has accrued more than two hundred twenty-five (225) days sick days as of June 30, 2007 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2007 unless and until such time as such administrator's total sick leave accumulation falls below two hundred twenty-five (225) days.

B. In the event of absence of an administrator for illness in excess of five (5) consecutive working days, the Superintendent or designee may request the filing of a doctor's certificate, or the Superintendent or designee may require an examination by an independent physician, such examination to be at the Board's expense.

C. Time spent at medical or dental appointments which cannot be made at other than school times, shall be charged against personal leave. Should an administrator's serious illness necessitate continued periodic medical appointments, those absences will be charged to sick leave.

D. Sick Leave Bank

The Sick Leave Bank shall be established to assist administrators who, as a result of catastrophic or extended illness or injury, have exhausted their accumulated sick leave.

In order to be eligible to participate in withdrawals from the Sick Leave Bank, an administrator must meet the following criteria:

1. The administrator or immediate family member must have a catastrophic illness or extended injury, verified by the Sick Leave Committee. The Sick Leave Committee may require medical or other information to facilitate its ability to verify the administrator's or immediate family member's illness or injury.

2. Such illness or injury has caused the administrator to exhaust all of his/her accumulated sick leave days.

3. The days donated by each administrator will be subtracted from his/her accumulated sick leave.

4. Administrators may contribute up to five (5) days annually to the Sick Leave Bank.

5. Days contributed will not be returned to the administrator in any form.

6. To be eligible, new administrators and administrators returning from leave may contribute one (1) to three (3) days immediately upon hiring or returning.

7. In order to apply for the benefits in the bank, an administrator must have contributed at least one (1) day by September 30 of each year. Such contribution is timely until the following September 29.

Procedure:

1. The eligible administrator, as determined by the above criteria, must submit a letter to the Sick Leave Committee explaining how he/she meets the eligibility criteria and request permission to draw upon the Sick Leave Bank. The Sick Leave Committee shall consist of three (3) members of the bargaining unit (one Elementary, one Secondary and one central office) and the Superintendent/designee. The Association President shall serve ex-officio.

2. The Sick Leave Committee shall, within fifteen (15) school days of receipt of the letter, render a decision as to the use of the Sick Leave Bank days.

3. Sick Leave Bank days may not exceed thirty-five (35) for any one application. If the administrator's illness or injury extends beyond the number of Sick Leave Bank days granted, he/she may apply for additional days. The cumulative grant of Sick Leave Bank days over the course of an administrator's total employment with the Board shall not exceed ninety (90) Sick Leave Bank days.

4. Unused granted days will be returned to the Sick Leave Bank at the end of the school year. The Sick Leave Bank shall have a minimum of one hundred fifty (150) days in reserve. If the number of days falls below one hundred fifty (150), the provisions of A-4 shall be reapplied.
5. The decisions of the Sick Leave Committee are final and are not subject to the grievance procedure.

6. The Sick Leave Committee shall be responsible for keeping records regarding contributions to and withdrawals from the Sick Leave Bank and shall advise the Superintendent or his/her designee of days contributed by individual staff members.

7. The Superintendent or his/her designee shall adjust records to reflect transfer of days between individual administrators and the Sick Leave Bank.

8. The Association agrees to save the Sick Leave Committee and the Board of Education and all of its members, employees and/or agents harmless from any and all claims, lawsuits, damages, attorneys' fees and/or liability of any kind arising out of the operation of the Sick Leave Bank.

ARTICLE XVII—LEAVES OF ABSENCE

A. Leaves with Pay

Each administrator will receive full pay for:

1. A maximum of five days in any school year for absence caused by :
   a. family business
   b. illness of a family member
   c. court appearances
   d. attendance at a ceremony awarding a degree
   e. other pressing personal business which cannot reasonably be conducted outside work hours

2. A maximum of three days for a death in the immediate family. Immediate family is defined as an employee's spouse (or person considered by the employee to be like a spouse), child, parent, sibling, grandparent, spouse's parent, child, sibling, or grandparent, or any other relative of the employee or employees' spouse who at the time of his/her death was domiciled in the employee's household. Additional days may be granted at the discretion of the Superintendent.

All leaves must be with the approval of the Superintendent or his/her designee.

B. Leaves without Pay

1. Leaves of absence without pay may be granted for the following reasons:

   a. For the purpose of further study.
   b. For health reasons, upon advice of a physician.
   c. For other valid reasons subject to the review and recommendation of the Central Office.

2. Application for such leaves of absence must be made in writing and the leave must be approved by the Board of Education.

C. Parenthood

1. Childbearing

   Any administrator who becomes pregnant shall be granted childbearing leave in accordance with applicable state and federal law.

2. Childrearing

Any administrator shall be entitled, upon written request, to an extended leave without pay for the purposes of childrearing. Any administrator shall be entitled to such leave for one full year, or reasonable portion thereof, in which his/her child is born, adopted or fostered. Upon return, the administrator shall be assigned to his/her former position or other administrative position of equivalent pay.

Childrearing leave shall be subject to the following provisions:

a. While on leave, the employee may continue participation in the district's health insurance coverage at the employee's expense, except as otherwise required by the Family and Medical Leave Act.

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

D. Professional Leave

1. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions at the request and with the advance approval of the Superintendent for particular purposes of special benefit to the school system and the individual participating.

2. With advance approval of the Superintendent, any administrator holding office in a professional organization or invited to participate in a program of that organization may be excused from duty because of such obligations. Absences for other professional obligations of a similar nature may also be approved

3. Attendance at professional meetings and visitations to other schools, for professional reasons.

E. Academic Leave

The Board may, but need not, grant a leave of absence for academic pursuit. The grant, denial or imposition of terms and conditions by the Board in respect to such leave shall be conclusive.

F. Return After Leave of Absence

1. Administrators who have been granted leaves of absence shall notify the Superintendent of Schools in writing on or before the first day of February of their intention to resume work at the beginning of the ensuing year.

2. Whenever possible, administrators returning from leaves of absence granted under this article shall be restored to the same or similar position that they held at the time the leave was granted unless mutually agreed otherwise. Similar is defined as a position in the same salary classification.

G. Deductions for Non-Allowable Absences

Deductions for non-allowable absences shall be made at the administrator's applicable per diem rate for each day deducted.

H. Jury Duty

1. An administrator who is absent from work in order to report for jury duty or appear as a witness under a legally enforceable subpoena shall receive a leave of absence with full pay. An administrator shall remit per diem jury pay, but not traveling expenses, to the Board when he/she receives jury duty pay from the state.

2. Any administrator or supervisor ordered to report for jury duty shall notify the Superintendent of such fact within 48 hours of receipt of such information.

ARTICLE XVIII—HEALTH INSURANCE

A. All administrators employed .6 or greater, their spouses and their dependents may participate in the insurance plan set forth below.

High deductible/HSA health insurance plan

The HSA plan will include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	$3,000/$6,000
Cost Share Maximum (individual/aggregate family)	$5,000/10,000	
Lifetime Maximum	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 post-deductible drug co-payments as 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.

The Board will contribute the following amounts into each eligible administrator's HSA, as applicable:

Individual Coverage: $1,000
Family Coverage: $2,000

One-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in January. 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.

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. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

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

	2022-23	2023-24	2024-25	2025-26
Employee Contribution	21.5%	22.0%	22.5%	23.0%

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

B. The Board will continue to provide the Internal Revenue Service Section 125 provision, which allows administrators to pay insurance contributions with pre-tax dollars.

C. The Board of Education will provide each administrator with $200,000 group life and accident insurance at no cost to the administrator. All administrators have the option to increase coverage by an amount of $25,000 at the group rate. The cost of the additional insurance will be paid by the administrator who opts to increase his or her insurance coverage.

D. $100,000 accident policy covering all business-connected travel, for each administrator, total cost to be paid by the Board of Education.

E. Full Service Dental Plan - Individual and family plan including the rider for unmarried children will be provided by the Board of Education. Administrators will pay the premium cost share for dental that they pay for their medical insurance.

Dental riders A, B, and C will be made available to administrators. Administrators will pay the entire premium for riders A, B, and C.

F. All administrators and their dependents retiring under the Connecticut Teachers' Retirement System will have the benefits set forth below. Administrators hired by the Board as teachers or as administrators between July 1, 1995 and July 1, 1998 must have ten (10) years of service in Manchester in order to be eligible for the benefits set forth in Section 1 below. However, any such administrator may transfer five (5) years of other Connecticut service.

1. Administrators hired by the Board as teachers or as administrators prior to July 1, 1998 who retire under the Connecticut Teachers' Retirement System (Charter 167a of the General Statutes) will be permitted to participate in the health insurance plan(s) offered to actively employed administrators in accordance with the provisions of Section 10-183t of the Connecticut General Statutes. Upon retirement, the retiree shall pay two (2) times the percentage contribution paid by actively employed administrators (as may be amended from time to time) for individual coverage for the retiree. The retiree shall pay one hundred percent (100%) of the additional costs of coverage for the retiree's spouse, if applicable.

2. Administrators hired by the Board as teachers or as administrators on or after July 1, 1998, who retire under the Connecticut Teachers' Retirement System shall be permitted to participate in the health insurance plan(s) offered to actively employed administrators in accordance with the provisions of Section 10-183t of the Connecticut General Statutes. Such retired administrators shall pay the full costs for such health insurance, less the subsidy provided by the State Teachers' Retirement Board.

3. When administrators hired by the Board as teachers or as administrators prior to July 1, 1998 become eligible for Medicare, they may acquire their health benefits through the State Teachers' Retirement System, or participate in the Medicare Supplement plan provided by the Board by paying a percentage equal to two (2) times the highest premium contribution percentage paid by actively employed administrators for individual coverage for the retiree. The retiree shall pay one hundred percent (100%) of the additional costs of coverage for the retiree's spouse, if applicable.

4. When administrators hired by the Board as teachers or as administrators on or after July 1, 1998 become eligible for Medicare, they may acquire their health benefits through the State Teachers' Retirement System, or participate in the Medicare Supplement plan provided by the Board by paying the full cost of such plan.

5. A $12,000 group life insurance policy will be provided by the Board at no cost to the administrator.

G. Upon the death of an administrator or a retired administrator, the Board shall afford the surviving spouse the opportunity to purchase health benefits through the Board group plan. Dependent children may also be included until the age of 25 years.

H. If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

ARTICLE XIX—PAYROLL DEDUCTIONS

A. The Board agrees to deduct from the salaries of its employees dues for professional organization memberships in accordance with procedures established in cooperation with the Central Office.

B. Other payroll deductions may be provided for as agreed to in cooperation with the Central Office.

ARTICLE XX—GENERAL PROVISIONS

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

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

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

D. Administrators shall have the opportunity to review and discuss any evaluation reports with their supervisors, and to review the contents of any reports originated in this

system which are contained in their personal files as maintained by supervisors, or the Superintendent.

E. When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representative of the administrators, during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities provided such activities and free time have been approved by the Superintendent or his designated representative in accordance with established administrative regulations. The Association and its officers recognize and agree that this privilege should not be abused.

F. If any portion of this Agreement is ruled invalid for any reason; the remainder of the Agreement shall remain in full force and effect.

G. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXI—GENERAL CONDITIONS AFFECTING SALARIES

A. Salary payments to administrators for the school years during which this Agreement is in effect will be made by direct deposit (except for the final paycheck for an administrator leaving the district). Payments will be as nearly equal in size as possible. All administrators will be paid in 26 installments, calculated as follows: total annual salary divided by 26. In the event that an administrator leaves the district during the course of a contract year, the administrator or the Board, as applicable, shall be required to make up any difference between: a) the total salary paid to the administrator up to the date of departure; and b) the salary amount actually earned by the administrator up to such date (based on the number of days worked by the administrator prior to departure, multiplied by the administrator's per diem pay).

B. Whenever an administrator receives a doctoral degree and qualifies for the doctoral stipend, receipt of that stipend shall be made for the next school year following completion of the requirement.

C. The Longevity Service Recognition Plan shall be implemented as follows:

1. a. When an administrator has completed five (5) years of service under contract in Manchester beyond the maximum salary increment of the salary schedule appropriate to the administrator's level of the professional training, the administrator will receive the first longevity service increment applied to the next year's salary.

b. The second longevity service increment will be earned after completing ten (10) years beyond the maximum increment.

c. The third longevity service increment will be earned after completing fifteen (15) years beyond maximum increment.

2. The rate of pay shall be defined as follows:

Longevity service recognition is granted after an administrator reaches maximum salary step.

6 years through 10 years after maximum	$ 300
11 years through 15 years after maximum	$ 600
16 years or more after maximum	$1,000

Administrators hired after July 1, 1993 will not be eligible for the longevity service recognition.

D. The following policies shall apply to the placement of administrative and supervisory personnel on the Administrative Salary Schedules:

1. New administrative appointees shall be placed on schedule according to their level of training.

2. Administrative appointees who have had previous comparable administrative experience in Manchester will be given full credit for the experience.

3. All administrators whose work is satisfactory will be on the step of the Administrative Salary Schedule that corresponds with the number of years of administrative experience granted and will advance regularly year by year on the Administrative Salary Schedule from the point at which they start. If an administrator's performance is deemed unsatisfactory according to the evaluation procedure, and by the Superintendent, he/she will not advance a step or, if at maximum step, will not receive an increase.

E. It is agreed that in the event that any new position is established for the employment of certificated professional personnel, the Superintendent will discuss with the Association the establishment of the salary schedule for such position and the Association shall be given the opportunity to negotiate with regard to such salary schedule with the Board.

F. Prorated Compensation

1. Daily rate of all administrators shall be calculated based on the number of days in the individual's work year, for that particular school year, and on the salary, inclusive of longevity.

2. Administrators voluntarily involved in curriculum development or voluntarily attending in-service shall be paid at the rate of $300 per week or $15.00 per hour (or at the prevailing rate) when employed beyond their regular contracted work-year obligation.

3. When an administrator conducts a staff development workshop which benefits Manchester personnel, he/she shall be compensated for the preparation time spent outside the normal work day; if such time clearly is beyond what the Board can reasonably expect in terms of administrative services, the administrator shall be paid at the rate of $35.00 per hour. Prior to the commitment of time, application for compensation shall be made by the administrator to the Superintendent/designee for and both parties shall mutually agree to the extent of compensation prior to the rendering of service. This mutual agreement shall be in writing.

ARTICLE XXII—JUST CAUSE

No material originating after original employment shall be placed in an administrator's personnel file unless the administrator has received a copy of said material. The Administrator may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the administrator is asked to sign material placed in his/her file, such signature shall be understood to indicate her/his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Any substantive complaint made against the administrator shall promptly be called to the attention of the administrator. In no case shall any anonymous and /or unsubstantiated complaint be placed in any administrator's file.

No administrator shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, or suspended without reasonable and just cause. If an administrator is to be formally disciplined, reprimanded or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least 24 hours notice and shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present.

ARTICLE XXIII—DUES DEDUCTIONS

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 payroll deductions. Such Association dues shall be deducted in equal amounts over the course of twenty (20) pay periods during the contract year.

The Association shall indemnify and save the Board 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 applying or enforcing the provisions of this Article, including the making of deductions and remitting of the same to the Association.

ARTICLE XXIV—SUMMER SCHOOL PROGRAMS

The following terms and conditions shall apply to the district's summer school programs:

1. The Middle School Principal shall appoint one or more Middle School Assistant Principals to develop, coordinate and supervise the Middle School summer program as part of their regular administrative responsibilities;
2. The High School Principal shall appoint one or more High School Assistant Principals to be responsible for the day-to-day operation of the High School Summer School program as part of their regular administrative responsibilities;
3. In the event that a Middle School Assistant Principal and/or High School Assistant Principal receive approval from the Superintendent/designee to extend his/her regular work year in carrying out the responsibilities set forth in Sections 2 and 3 above, the administrator will be compensated at his/her per diem rate of pay for each additional work day.

ARTICLE XXV—DURATION

The provisions of this Agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect until June 30, 2026.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 30th day of September, 2021.

MANCHESTER BOARD OF EDUCATION

Darryl Thames, Sr. Chairperson

MANCHESTER SCHOOL ADMINISTRATORS ASSOCIATION

Jim Farrell, President

10226668v2

APPENDIX A
ADMINISTRATORS' SALARY SCHEDULE

	Step	2022-23	2023-24	2024-25	2025-26
High School Principal	1	150,306	153,613	156,992	160,446
	2	153,089	156,457	159,899	163,417
	3	155,874	159,303	162,808	166,389
	4	159,442	162,950	166,535	170,199
	5	163,011	166,597	170,262	174,008
	6	168,246	171,947	175,730	179,596
Directors of Teaching and Learning; Directors of Pupil Personnel Services; Director of Equity & Adult Education; Director of Operations & Athletics; Director of Instructional Technology; Bennet Academy Principal; Illing Middle School Principal	1	139,135	142,196	145,325	148,522
	2	141,847	144,968	148,157	151,416
	3	144,558	147,738	150,988	154,310
	4	148,248	151,510	154,843	158,249
	5	151,938	155,280	158,697	162,188
	6	157,183	160,641	164,175	167,787
Elementary Principals; COVID 19 Health & Safety Compliance Liaison; Remote Learning Coordinator Grades K-4; 5. Director of Manchester Regional Academy; Director of Manchester Middle School Academy; Adult Education Director; Supervisor of Alternative Programs	1	134,695	137,659	140,687	143,782
	2	136,632	139,638	142,710	145,850
	3	138,570	141,619	144,734	147,918
	4	142,040	145,164	148,358	151,622
	5	145,509	148,710	151,982	155,326
	6	150,468	153,779	157,162	160,619
Secondary Assistant Principals; Attendance, Residency, & Communications Administrator; Director of School Counseling	1	129,741	132,596	135,513	138,494
	2	132,467	135,381	138,359	141,403
	3	135,192	138,166	141,206	144,312
	4	138,436	141,482	144,595	147,776
	5	141,681	144,798	147,983	151,239
	6	146,373	149,594	152,885	156,248
Elementary Assistant Principals; Pupil Personnel Services Supervisors; Supervisor of Early Childhood Programming	1	126,509	129,292	132,136	135,043
	2	129,110	131,950	134,853	137,820
	3	131,712	134,610	137,571	140,598
	4	134,816	137,782	140,813	143,911
	5	137,922	140,956	144,057	147,226
	6	142,435	145,569	148,772	152,044

	Step	2022-23	2023-24	2024-25	2025-26
Athletic Director (210 Days)	1	116,532	119,095	121,715	124,393
	2	118,554	121,162	123,827	126,552
	3	120,575	123,227	125,938	128,709
	4	123,296	126,008	128,781	131,614
	5	126,017	128,789	131,623	134,519
	6	130,026	132,886	135,810	138,797

A doctoral stipend of $2,500 will be paid to all other administrators with an earned doctorate effective the school year following the receipt of the doctoral degree.

*Stipend for New Horizons Program: $15,000 per year for each administrator (based on two administrators sharing such responsibilities).