

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE WINDHAM BOARD OF EDUCATION

AND

THE WINDHAM ASSOCIATION OF  
ADMINISTRATORS

July 1, 2021- June 30, 2024

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	RECOGNITION .....1
ARTICLE 2	PROFESSIONAL NEGOTIATIONS .....1
ARTICLE 3	MANAGEMENT RIGHTS .....2
ARTICLE 4	COPIES OF THE CONTRACT .....3
ARTICLE 5	GRIEVANCE PROCEDURE .....3
ARTICLE 6	VACATION AND HOLIDAYS.....5
ARTICLE 7	LEAVES OF ABSENCE .....6
ARTICLE 8	WORK STOPPAGES .....10
ARTICLE 9	PROTECTION OF EMPLOYEES .....10
ARTICLE 10	PAYROLL DEDUCTIONS .....11
ARTICLE 11	TRANSFER AND ASSIGNMENTS .....12
ARTICLE 12	DISMISSALS AND LAYOFFS .....14
ARTICLE 13	TRAVEL .....17
ARTICLE 14	PROFESSIONAL DUES.....17
ARTICLE 15	INSURANCE BENEFITS .....18
ARTICLE 16	SALARIES .....20
ARTICLE 17	RETIREMENT .....21
ARTICLE 18	AMENDMENT .....23
ARTICLE 19	SEVERABILITY .....23
ARTICLE 20	MISCELLANEOUS .....23
ARTICLE 21	DURATION.....23
APPENDIX A	SALARY SCHEDULES .....26

AGREEMENT

WINDHAM BOARD OF EDUCATION  
And  
WINDHAM ASSOCIATION OF ADMINISTRATORS

THIS AGREEMENT MADE AND ENTERED INTO AS OF \_\_\_\_\_ 2020, by and between the Windham Board of Education (hereinafter referred to as the "Board") and the Windham Association of Administrators (hereinafter referred to as the "Association").

ARTICLE 1  
RECOGNITION

A. The Board recognizes the Association for the purpose of professional negotiation as the exclusive representative of the entire unit consisting of administrative certified professional employees of the Windham School System below the rank of Assistant Superintendent (which shall be construed to include any position requiring a superintendent's certificate), excluding temporary substitutes, pursuant to, and with all of the rights and privileges as provided by Sections 10-153b to 10-153f of the General Statutes of Connecticut. Unless otherwise indicated, the employees in such unit are hereinafter generally called "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.

ARTICLE 2  
PROFESSIONAL NEGOTIATIONS

A. Matters Not Covered By Terms of This Agreement.

This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues and neither party shall be required during the time hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, except the negotiation of a successor agreement.

B. Negotiations Over Successor Agreement in accordance with C.G.S. 10-153d.

1. During direct negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Any agreement so negotiated shall apply to all certified professional employees below the rank of Assistant Superintendent, 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.

2. If negotiations between the Board and the Association reach an impasse, the procedure described in Section 10-153f of the General Statutes of Connecticut, and subsequent revisions thereof, shall be followed. The costs for the services of any board of arbitrators including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

### ARTICLE 3 MANAGEMENT RIGHTS

A. The Windham 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 Windham 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 Windham; 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 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 Windham and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this contract. The Board expressly reserves the right in its sole discretion to make policy with respect to such rights, responsibilities and prerogatives.

B. 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 do so, provided however, that the specific terms of this Agreement shall not be changed without prior consultation and agreement with the Association.



ARTICLE 4  
COPIES OF THE CONTRACT

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

ARTICLE 5  
GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim based on an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement or a claim that there has been a procedural violation of the school district's established evaluation and support plan.
2. The term "administrator" means any member of the administrative unit, any group of administrative unit members, or the Association.
3. The term "days" shall mean school days, when school is in session, except that during vacation breaks, school days shall mean business days.

B. 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. 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.
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.

C. Informal Procedures:

1. If an administrator feels that he/she may have a grievance, he/she shall first discuss the matter with the Superintendent in an effort to resolve the problem informally. Building administrators below the level of Principal shall first discuss the matter with their Principal. Systemwide administrators who do not directly report to the superintendent shall first discuss the matter with his/her direct supervisor.

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

D. Formal Procedure:

1. Level One - Superintendent

An administrator shall file a grievance in writing with the Superintendent within ten (10) days of the time he/she knew or reasonably should have known of the event or condition giving rise to the grievance. The Superintendent shall respond in writing within ten (10) days.

2. Level Two - Board of Education

If the grievant is not satisfied with the disposition of said grievance at Level One, he/she or his/her Association representative shall file said grievance with the Board of Education within fifteen (15) days of receipt of the decision at Level One. The Board of Education shall meet with the grievant and the Superintendent within fifteen (15) 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 (10) days of said meeting.

3. Level Three – Arbitration

a. If the Association is not satisfied with the disposition of the grievance at Level Two, the Association shall notify the Board and American Arbitration Association of its request for arbitration within fifteen (15) 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 or a procedural violation of the school district's established evaluation and support plan. The arbitrator shall hear one grievance in each case, and he/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 (30) days of the close of the arbitration proceeding. The arbitrator's decision shall be final and binding on the grievant, the Association 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 Association.

e. Notwithstanding the foregoing, nothing herein shall preclude the parties from mutually agreeing to an arbitrator on their own.

#### ARTICLE 6 VACATION AND HOLIDAYS

A. Each administrator shall receive a total of five (5) weeks vacation between September 1 and August 31. A maximum of five vacation days may be carried over from one year to the next, to a maximum of ten days carryover, with the approval of the Superintendent. In the case of extenuating circumstances, with the approval of the superintendent, administrators will be allowed to carry over up to 10 days vacation to a maximum of 15 days carryover, payable at the time of retirement or termination. The time vacation is taken shall be mutually agreed upon by the administrator and the Superintendent.

B. There shall be seventeen (17) paid holidays. They shall be:

Independence Day	Two days after Christmas
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Winter Break Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day

If the legal status of these holidays changes, the parties will negotiate the effects of such change.

C. An administrator who has a legal holiday(s) occur during a vacation period shall not be charged for a vacation day for such holiday.



D. If an observed holiday, as listed in the Administrators' contract is scheduled as a "work day" in the school calendar and the administrator is required to work that day, he/she may request to substitute a floating holiday in lieu of such "observed holiday".

ARTICLE 7  
LEAVES OF ABSENCE

A. Administrators shall be entitled to twenty (20) days sick leave with full pay each school year as of the first day they report for work. Sick leave is accumulative from year to year, except that accumulated sick leave in excess of 222 days as of June 30 may not be carried over to the following September 1 for hires before June 30, 2018. For administrators, hired on or after July 1, 2018, sick leave is accumulative from year to year, except that accumulated sick leave in excess of 180 days as of June 30 may not be carried over to the following September 1.

B. Personal Leave:

1. Administrators shall be permitted absences without loss of pay and without deduction from such leave accumulations up to a total of not more than five (5) days in any school year for all of the following except as otherwise specifically stated hereinafter:

a. Serious illness of spouse, parent, child, brother, sister, or member of the immediate household, or serious illness or death of a relative or friend.

b. Quarantine.

c. Absence for spouse for birth of child to birthing parent, not to exceed five (5) days in any school year. In addition, the Superintendent or his/her designee may grant additional personal leave days (not to exceed 10) to fulfill legal requirements related to adoption.

d. Administrators shall be permitted absences without loss of pay and without deduction from sick leave accumulation up to a total of not more than three (3) days in any school year for the personal observance of a publicly acknowledged religious holy day. The three (3) days count toward the total five (5) personal days allotted annually.

e. Temporary absence, not to exceed two (2) days per year for personal matters which cannot be conducted with reasonable convenience outside of school hours, subject to the approval of the Superintendent or a designee. Such leave may not be taken merely for personal convenience, but only as a matter of pressing personal need.

f. Once personal leave is exhausted for one of the above reasons in sections a-e, sick leave will be deducted.

3. An employee requesting personal leave for any of the specified reasons in paragraphs a-c must notify in writing the Superintendent at least twenty-four (24) hours prior to taking such leave (except in case of emergency) giving reasons for his/her contemplated absence. In case of personal leave under paragraph d, the request must be accompanied by a statement of reasons in general terms (such as attendance in court, real estate closing, etc.). Where possible, this should be done at least five (5) school days before the date involved. If such a request is denied and a grievance is filed, the employee shall be excused for the day in question but salary payment shall be contingent upon the outcome of the grievance. Personal leave will ordinarily not be granted the day before or the day after a holiday or vacation except in the case of death or serious illness in the family.

C. Funeral Leave:

Administrators shall be permitted absences without loss of pay and without deduction from sick leave accumulations up to a total of not more than four (4) days in any school year in the event of death of spouse, parent, child, brother, sister, member of the immediate household or other family members.

D. Childbearing and Childrearing Leave:

1. Administrators who become pregnant shall be placed on short-term leave status for childbearing purposes under this paragraph unless they elect a long-term leave under the provisions of paragraph 2. Any administrator who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month. Leave shall begin when in the opinion of her doctor, or the Board's doctor on review, the administrator is no longer physically able to work, or upon the confinement, whichever comes first. Leave shall expire when in the opinion of her doctor, or the Board's doctor on review, she is physically able to return to work. Except in the case of unusual medical difficulties for the administrator, leave is not expected to continue for more than six (6) weeks after delivery. Where possible, the administrator shall be assigned to her former position upon return and shall be guaranteed such position if she returns within the same school year. The Windham Board of Education will comply with the provisions of the Family Medical Leave Act if such leave is requested by an administrator who is eligible for FMLA leave.

2. Any administrator who has acquired tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request shall be granted a long-term leave for childrearing purposes. Such leave shall begin either at the start or at the mid-point of the school



year and shall end either one-half or one full school year later. The request for such a leave must be made at least thirty (30) days prior to its commencement and must specify whether the request is for leave of one-half or one full year. Upon return, an administrator shall be assigned to his/her former position or, if the former position no longer exists, to a position for which the administrator is certified and qualified. Leave under this paragraph may be granted to non-tenure administrators at the discretion of the Superintendent.

3. Leaves of absence under D (1) shall be treated as disability leaves in accordance with Public Act 73-647. Leaves under D(2) shall be without compensation but such administrator shall have the option of continuing fringe benefits so long as the total cost of fringe benefits is borne by the employee; after any period of FMLA has expired.

4. Any administrator who becomes pregnant shall adhere to the notification and reporting procedures as stipulated in D (1) for as long as she remains in administration, whether or not she intends to return to administration after the child is born.

E. Professional Leave:

1. Subject to the availability of funds and not to exceed \$300 per administrator annually, the Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions (not including visiting days) at the request and/or with the advance approval of the Superintendent for particular purposes of special benefit to the school system. The cost of mandated workshops, seminars or conferences shall be paid by the Board. A written report shall be required of any administrator attending such sessions.

2. Administrators are encouraged to attend those national, regional and state professional meetings, conferences and conventions that, in the Superintendent's judgment, may be of benefit to the school system. Attendance shall be balanced equitably among the administrative staff. As approved in advance, basic expenses for transportation, lodging, food and registration will be paid by the Windham Board of Education upon presentation of proper forms.

F. General Leave of Absence/Return After Leave of Absence:

1. The Superintendent at his/her discretion may grant requests for leave of absence for a school year or part of a school year. Such leave shall be without salary but may be with benefits. Insurance benefits shall be limited to those that can apply under the terms of the carrier's policies of the insurance program provided through this Agreement and shall cost the Board no more than they would have if the employee had not been on leave.



2. Such leave must continue for its full term, unless in the judgment of the Superintendent it is in the interest of the school system to grant the request of an employee to return to active duty before his/her leave terminates.

3. An employee will not be entitled to such advancement on the salary schedule nor such accumulation of sick leave that he/she would have earned had he/she not been on leave.

4. Administrators who have been granted long-term leaves of absence shall notify the Superintendent in writing on or before the last day of January of their intention to resume work at the beginning of the ensuing year. Upon written request, the Superintendent may extend the time for notification to a date certain.

5. All administrators returning from leaves of absence granted under this Article shall be restored to the same position they held at the time the leave was granted provided that former position exists. If there is no opening, the administrator will be placed in any position for which the administrator is certified and qualified.

G. Any employee absent from work without leave as provided in this Article may be subject to disciplinary action, including but not limited to loss of salary, suspension, or dismissal.

H. Jury Duty:

Administrators shall notify the Superintendent within one day of receipt of notification for jury duty.

## ARTICLE 8 WORK STOPPAGES

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

## ARTICLE 9 PROTECTION OF EMPLOYEES

A. Administrators shall report all cases of threat and assault to the Superintendent in accordance with statute.

B. The Board agrees to provide legal counsel to defend any administrator in any action (a) arising out of an assault on an administrator, (b) any disciplinary action taken against a student by an administrator, (c) by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property within or without the school buildings, and (d) by reason of alleged infringement of a person's civil rights, in accordance with Connecticut General Statutes Section 10-235, provided such administrator at the time of the assault, disciplinary action or accident resulting in such injury, damage, or destruction, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board.

C. If criminal or civil proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/her employment, such administrator may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel, and the administrator is found to have been acting in the discharge of his/her duties, within the scope of his/her employment, or under the direction of the Board, and is found not guilty if charged with assault in a criminal action or is found not liable if sued for assault in a civil action, then the Board shall reimburse the administrator for reasonable counsel fees incurred by them in defending the proceeding.

D. Whenever an administrator is temporarily absent from school as a result of personal injury caused by an assault upon them arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without such absence charged to his/her annual sick leave, provided such employee at the time of the injury was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board. Such compensation will pay the difference between Workers' Compensation and the administrator's salary; it will not be a full salary in addition to Workers' Compensation. 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.

E. An administrator shall be notified in writing at the time any evaluative material is placed in his/her file. Such notice may be given by marking a document "cc Personnel File." The Administrator may have the right to discuss such document with their supervisor and to respond in writing. Such response will also be placed in the Personnel File.

F. The Board and the Association recognize that the Board is obligated to investigate any and all complaints, whether serious or frivolous in nature, in regard to the professional conduct of administrators. The Board also recognizes an obligation to try to protect the administrator from undue harassment, embarrassment or unwarranted public notoriety to the extent possible and practicable under the law.

G. An employee shall not be reprimanded or suspended without just cause. No administrator shall receive a written reprimand or suspension without just cause. This



provision shall not apply to evaluations of professional performance under the evaluation plan, to involuntary demotions as part of a reduction in force, and/or termination which shall be conducted in accordance with the Teacher Tenure Act.

## ARTICLE 10 PAYROLL DEDUCTIONS

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

B. Dues Deductions:

1. 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. The amount of the deduction for each paycheck shall be equal to the Association membership dues divided by twenty (20) paychecks over the 10-month payroll schedule from September to June. The amount of Association membership dues shall be certified by the Association to the Board by June 1<sup>st</sup> of each year. The Union shall also provide the Board with a list of administrators for whom the appropriate deductions must be implemented, i.e., voluntary fees or dues deduction.

2. Subsequent Employment: Subject to the provisions of Section 2 above, those administrators whose employment commences after July 1 shall pay a prorated amount equal to the percentage of the remainder of the work year.

3. Forwarding of Monies: The Board agrees to forward to the Association each month a check for the amount of money deducted during the month. The Board shall include with such check a list of administrators for whom such deductions were made.

4. The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability which may arise out of any deduction or any other action taken by the Board pursuant to this Article, including payment of reasonable attorney's fees incurred by the Board related to this Article of the Agreement.

5. All administrators shall receive pay through direct deposit.

## ARTICLE 11 TRANSFER AND ASSIGNMENTS

A. All assignments and involuntary transfers shall be made by the Superintendent or his/her designee to best serve the interests of the educational program. The Board and the



Superintendent reserve the right to assign administrators to positions outside the bargaining unit, provided just cause is shown. Whenever possible, affected individuals shall be given advance notice of assignments and transfers. No such transfer will be made without first discussing it with the affected administrator. Upon the request of the affected administrator, the Board will review the assignment or involuntary transfer.

In the event of an anticipated change in an administrative assignment, written notice of the proposed change in the assignment will be provided to the affected staff member(s) as soon as practicable. The notice will be sent to the address on record for the affected staff member(s) with a copy to the president of the Association.

B. If a WAA administrator is demoted for just cause to either a lower level position in the administrator's unit or reassigned to a position in the teacher's bargaining unit, the administrator's salary will, after thirty (30) calendar days, be adjusted to a rate on the salary schedule for the lower level position. In the case of reassignment to a teaching position, after thirty (30) calendar days, the salary shall be commensurate with the administrator's certified experience and in line with the salaries of other teachers for comparable years of experience and qualifications.

C. Administrators may request a transfer to a new or vacant position within the bargaining unit as follows:

1. Notification shall be given to all administrators of vacancies or new administrative positions by posting for five (5) days in all schools. Such positions may be publicized by electronic means, i.e., by posting in the system's online (currently Applitrack) recruitment system.

2. The Board will not fill the vacancy or new position for at least seven (7) days after such position is publicized or the Association 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 after the expiration of seven (7) days.

Administrators interested in applying for administrative vacancies or new positions shall so notify the Superintendent or his/her designee in writing and by completing and submitting an online internal application.

D. A WAA administrator who is appointed to a position which is at a higher level than his/her current assignment (i.e. promotional), on an interim or acting basis for more than 60 days, shall normally be paid at the lowest step of the applicable salary line for such position, but, in any case, no lower than his/her current salary. "Interim" is defined as a temporary replacement for a current administrator on a leave. "Acting" administrator is defined as filling an open vacancy for reasons other than a leave. If the administrator is appointed to the position, his/her credentials shall be reevaluated for possible step advancement. If the administrator is not selected for the position, he/she shall be returned

to his/her previous position or to a position in the same classification as his/her previous position.

Conversely, the Superintendent may, in his/her discretion, fill a vacant administrative position on an "acting" basis when he/she determines that such action serves the best interest of the district. Such initial and/or promotional "acting" appointments may be made by the Superintendent for a period not to exceed one calendar year. The salary for a WAA administrator hired in an "acting" capacity may, at the discretion of the Superintendent, be lower than the first step on the salary schedule for such position, but, in any case, no lower than his/her current salary. During that initial year, the acting administrator may be removed from their position at any time, at the discretion of the Superintendent. An acting administrator has no right to the position at the end of the initial period of service in an acting capacity. If an administrator is not selected for the position, he/she shall be returned to his/her previous position or to a position in the same classification as his/her previous position.

E. The Superintendent in his/her discretion may determine areas of extreme need, or identify candidates with specialized backgrounds/qualifications in filling vacant administrative positions. The superintendent may offer a one-time signing or retention bonus to such candidates who fill positions of extreme need in the schools.

F. The Superintendent may determine the need for an Associate Principal in certain circumstances. Such position would be posted and the salary determination would be made based upon the level of the position, i.e. elementary, middle school or high school.

## ARTICLE 12 DISMISSALS AND LAYOFFS

A. 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 recourse to the grievance procedure.

B. The Board reserves the right to layoff administrators as the Board in its sole discretion may determine. In making layoffs or reassignment decisions, the Board shall consider all relevant criteria, including but not limited to:

1. Qualifications, as determined by certification and administrative experience; grade/instructional level experience, and educational background. For purposes of this Article, qualifications shall be determined by the Superintendent of Schools, provided that his/her decision is not arbitrary or capricious.

2. Administrative performance as determined by the annual evaluations contained in the administrator's personnel file.



3. Seniority which shall be based on the length of continuous administrative service in Windham, commencing on the effective date the administrator was initially assigned to a position covered in this bargaining unit. It shall include authorized leaves of absence and sabbaticals. Where seniority is otherwise equal, the administrator with the greater number of years of certified service in Windham Public Schools will be deemed to have greater seniority.

4. Type/endorsement(s) of certification.

5. Qualification to teach particular subjects, as determined by certification and teaching experience.

6. In the case of a school leader who was selected with input from a School Governance Council and is performing at a level of proficient or above, the Board may retain this administrator in his/her designated assignment.

The Board shall give the affected administrator advance notice prior to the effective date of layoff. The reassignment of an administrator to a teaching position does not constitute a layoff.

C. In making staff reduction decisions among administrators, seniority within the area of reduction shall be the determining factor, except that the Board may retain an administrator who would otherwise be laid off if his/her certification, administrative experience, overall performance for the Windham Public Schools (as evidenced by the contents of the administrator's personnel file), or other qualifications including experience in the same subject area or educational training in the same subject area within the previous five (5) school years shall demonstrate that such administrator possesses overriding professional value as an administrator in Windham Public Schools and therefore should be retained in preference to a more senior administrator.

Areas of reduction shall mean the group of assignments covered in this contract from which a reduction in force is made. Tiers of assignments developed on the basis of position, grade level, school or district based, etc. shall be defined as:

Tier I. Principals – Directors – Coordinators

A. Principal (PK-8; 6-8; 9-12)

B. Principal (PK-5); High School Academy Headmasters; Coordinator Early Childhood

C. Director of Pupil Services; Director of ESOL/Bilingual Education/World Languages; Director of Reading/Social Science and Director of Math/Science

Tier II. Assistant Principals – Directors – Coordinators – Deans - Supervisors

A. Assistant Principal

B. Assistant Director of Pupil Services; Director of Family & Community Partnerships;

C. Academic Dean of Students; Dean of Students; STEM Academy; Coordinator; Supervisor of Guidance; Small Learning Community Leaders



Should an administrator lose his/her position due to reduction-in-force or elimination, he/she:

1. Will be offered an administrative vacancy (if one exists) in his/her employee group tier for which he/she is certified and qualified. Nothing in this procedure shall require the promotion of an administrator to a position of higher rank, authority, or compensation. However, under Article XI. Transfer and Assignments, nothing shall preclude such administrator from making application for posted administrative vacancies.

2. If there is no opening within his/her employee group tier for which he/she is certified and qualified, he/she will be offered an administrative position in a lower employee group tier for which he/she is certified and qualified, if one exists.

3. If there are no administrative openings, the affected administrator will be able to bump the least senior administrator within the same employee group tier, or lower, provided that the affected administrator is senior to the administrator to be bumped and is certified and qualified for that position. The Association shall be informed of the reasons for such bumping approval or denial.

4. If there are no administrative openings or positions that the affected administrator may be placed in, he/she will be offered a teaching vacancy, if one exists, for which he/she is certified and qualified.

5. If there are no teaching vacancies for which the affected administrator is certified and qualified, then he/she may exercise bumping rights for placement in a position covered under the teachers' bargaining unit, subject to applicable law and relevant terms of the collective bargaining agreement between the Board and the Windham Federation of Teachers.

6. An administrator who has been reassigned to a teaching position as a result of reduction in force or elimination of position shall be placed appropriately on the teachers' salary schedule in accordance with the same criteria applied to other teachers, i.e., receive credit for applicable certified experience, educational level, etc. He/she shall retain his/her accumulated sick leave, providing the latter does not violate the teachers' contract or pertinent state statutes.

D. If the affected administrator does not qualify for placement in either an administrative or teaching position, and he/she is laid off, his/her name shall be placed on a reappointment list and remain on such list for one year 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 termination. Administrators who have been reassigned to a teaching position, in lieu of lay-off, shall be placed on an "administrative" recall list for his/her former position, or another similar administrative position of comparable responsibility and pay according to established tiers of positions.

He/she shall remain on such recall list for a period of three years, provided such administrator does not refuse an offer of reappointment. If reappointment is offered and is

refused by the administrator, he/she shall be removed from the administrative reappointment list. Offers of reappointment may be via certified mail, email, or telephone contact with written confirmation of the offer of reappointment to follow. The administrator shall have five days in which to consider the offer and accept or reject it.

E. Administrators on the reappointment list shall be recalled to the same position from which they were laid off (same school, same assignment), should that position be restored or become vacant while they are on the recall list, and otherwise such administrators on the recall list shall be given prime consideration for vacancies in positions for which they are qualified and certified or immediately certifiable and in which they have had previous acceptable experience, according to their administrative seniority in the Windham Public Schools. In cases where more than one administrator on the reappointment list is certified, the criteria in paragraph B shall guide the board.

F. 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.

G. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in Connecticut General Statutes, Section 10-151 as amended, and in no other manner, including the grievance procedure under this Agreement.

### ARTICLE 13 TRAVEL

All members shall be eligible for reimbursement from the district budget for the use of their automobiles in the conduct of their duties at the rate determined by the Internal Revenue Service for mileage. To be eligible for reimbursement, administrators must complete and submit documentation of travel on Board provided forms and submit timely, according to Finance Department procedures. Such request for reimbursement must be approved by the Superintendent or his/her designee.

### ARTICLE 14 PROFESSIONAL DUES

The Board shall reimburse administrators for payment of professional dues, not to exceed \$200.00 per year, such reimbursement for professional dues shall not include membership dues for WAA.



**ARTICLE 15**  
**INSURANCE BENEFITS**

A. The basic health insurance program shall consist of a High Deductible Plan with Health Savings Account with the following elements:

<b>Plan Features</b>	
Annual Deductibles	\$2,250/\$4,500
In network co-insurance	100%
Out of network co-insurance	80%/20%
In Network out of pocket maximums	\$3,500/\$6,850
Out of Network out of pocket maximums	\$6,000/\$12,000
Preventative Care Rider	100%
Prescription Drugs, after deductible	\$5/\$15/\$25 retail 2x for mail order

1. HSA Account:

The Board agrees to fund forty-five percent (45%) of the applicable HSA deductible during each contract year.

The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, on or about September 1 and on or about March 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.

2. HRA Account:

An HRA shall be made available for any administrator who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.

3. Employee Premium Cost Share:

The cost of the applicable premium for this health insurance program shall be borne as follows: The premium share contribution by the participating employee shall be 22% effective September 1, 2021, 22.5% effective September 1,

2022, and 23% effective September 1, 2023. These provisions shall apply to all levels of coverage (e.g., single, two-person and family).

4. Group Life Insurance and Accidental Death and Dismemberment Insurance in the amount of two times the administrator's salary.

5. Group Dental Insurance:

The cost of dependent coverage, if elected, shall be paid 80% by the Board and 20% by the employee through payroll deductions. The Board pays the cost of individual group life insurance coverage under (5) above and family coverage is not available. The Board pays 75% of the cost of individual dental coverage under (6) above, and the employee pays 25%. If elected by the employee, the Board pays 75% of the cost of dependent dental coverage and the employee pays 25%.

Effective for administrators hired for the 2003-04 school year and thereafter, Board contributions for insurance premiums as set forth above shall be prorated when employees are assigned to part-time positions, unless the employee is involuntarily reduced to such status.

B. The Board agrees to make payroll deductions for retirement and insurance benefits in approximately equal installments, except in situations beyond its control, such as increases in premium costs during the year.

C. The Board reserves the right to change insurance carriers of the plans set forth above for plans substantially equal taken as a whole. Should the Board propose a change in carrier(s), it shall consult with the Association, provided that, absent agreement, the parties shall negotiate over any such change(s) prior to its implementation.

D. The Board shall make available an Internal Revenue Code Section 125 deduction for pre-tax insurance premiums and a dependent care flexible spending account. Employees electing coverage under the High Deductible Health Plan shall have access to a limited purpose flexible spending account pursuant to IRS regulations.

E. Long Term Disability Insurance:

Each bargaining unit member, who is actively employed by the Board as of July 1 of the respective year, shall be eligible to receive a maximum annual allowance of \$400 or the actual cost of coverage for the purpose of purchasing Long Term Disability Insurance. If initially hired after July 1 of any year, each eligible administrator will be eligible to receive a pro-rated share of the \$400 based on the date of hire.

Payment shall be made to each eligible administrator on a taxable basis. The amount of his/her allowance shall then be deducted from the administrator's pay and a check shall be forwarded to the Windham Association of Administrators for the full amount of the total allowances paid. Procedures for computing the amount of the annual allowance for each administrator and the approximate date of payroll distribution shall be determined between the Superintendent or his/her designee and the Association.



F. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the Board reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves or their eligible family members in a coverage option or options that triggers an excise tax, one hundred percent (100%) of any such excise tax will be borne solely by the employee.

## ARTICLE 16 SALARIES

### A. Salary

Members of the bargaining unit shall receive salaries in accordance with Appendix A, attached.

#### 1. Teacher Retention Bonus:

Any school administrative team which achieves a teacher retention rate of 90% or greater in their assigned school building from one academic year to the next shall receive an annual stipend of \$1500. per administrator in that school building. Such retention rates shall be reviewed in September of each year and shall be paid no later than November 1. Any involuntary separations initiated by the Board or teacher retirements shall not be included for purposes of calculating the retention rates at each school.

For purposes of this section, an involuntary separation shall include teachers who resigns in lieu of termination or non-renewal.

### B. Doctoral Stipend

The Board shall provide a \$1,000 per year Doctoral stipend for degrees related to their position, earned from an accredited institution, not an online institution.

C. The Windham Board of Education shall make available a 403B and a 457B plan which shall be funded by employee contributions made by voluntary payroll deductions. Administrators covered by this agreement shall be eligible to participate in such plans as offered by the Board.

The base salaries of administrators shall be comprised of the following two components: 1) cash compensation, in such amounts as are set forth in Appendix A; and 2) an additional annual sum of two thousand dollars (\$2,000) 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 from the account offered by the Board.

D. Course Reimbursement

1. The Board shall provide a reimbursement of up to \$1500/year per administrator for the completion of a qualified course, in-service workshop or conference for which tuition is charged, and which was originally paid by the Administrator from personal funds. "Year" shall be defined as "fiscal year" (July 1 to June 30), in which the course appears on the Administrator's official transcript.
2. Qualifications for reimbursement:  
Directly related to the administrators' evaluation framework, or required by the Superintendent to address a district need.  
Courses to be relative to their job, and successfully completion at an accredited institution, with a grade of B or better.

ARTICLE 17  
RETIREMENT

A. Administrators hired prior to 7/1/95, whose last ten (10) or more consecutive years of experience were served as an administrator with the Windham Public Schools prior to retirement application, shall be eligible to continue health insurance benefits at the applicable rate of insurance co-pay (same co-pay as active members of the Association). The Windham Board of Education shall continue to pay for all health insurance benefits, excluding dental, offered to the administrator at the time of his retirement for a maximum of ten (10) years. At the conclusion of the ten year period, an administrator may opt to continue, at his/her own expense, the health benefits, excluding dental, that were formerly paid by the Board of Education as a part of the Windham School group. All administrators hired after 7/1/95 shall not be eligible to receive such 10 years of health insurance retirement benefits paid by the Board.

Administrators hired after 7/1/95, whose last ten (10) or more consecutive years of experience were served as an administrator with the Windham Public Schools prior to retirement application, shall be eligible to receive a subsidy of up to a maximum of \$1000 annually for a ten year period for the purpose of continuing health insurance benefits, by continuing to participate in the Windham Public Schools group health insurance plan, excluding dental. At the conclusion of the ten year period, an administrator may opt to continue, at his/her own expense, the health benefits, excluding dental.

B. Administrators whose last ten (10) or more consecutive years of administrative service were served with the Windham Public School prior to retirement application shall be eligible for the following, regardless of date of hire:

1. Life insurance benefits terminate at retirement but may be converted to an individual policy at the employee's option. Application for conversion must be made within thirty-one (31) days of the date of termination, (reference Board Policy 4119.2)



2. Upon retirement or death, severance pay shall be made to the administrator or his/her estate calculated at the rate of one day's pay for each four (4) days of accumulated sick leave credited to the administrator. To qualify for such severance pay, an administrator shall have served as an administrator for a minimum of ten (10) years of service in Windham Public Schools, regardless of date of hire.

3. Effective July 1, 2013, to be eligible to receive retirement severance payment in the July following retirement, the administrator shall submit an irrevocable letter of resignation for the purpose of retirement on or before January 1<sup>st</sup> of the year of retirement. Should the administrator fail to provide such written timely notification of retirement, the Board shall make retirement severance payment in July of the next year following (e.g., notification received in May, 2013 will result in payment being made in July 2014).

C. Effective July 1, 2003, the Windham Board of Education shall offer a retirement incentive to the members of the Association. The details of this incentive are as follows:

1. The incentive will be available only to administrators who, as of the effective date of their resignation under this program, have reached the age of fifty-five (55) or more and have a minimum of ten (10) years of administrative service in the Windham Public Schools.

2. The incentive will be available to not more than two (2) eligible administrators who are WAA members per year. If more than two administrators apply, the incentive will be offered to those with the most years of service in Windham Public Schools.

3. Administrators who retire under this incentive who have a minimum of ten years of administrative service in Windham Public Schools, shall receive twenty-five percent (25%) of their final year's salary, and those who retire under this incentive with a minimum of fifteen years of administrative service in Windham Public Schools, shall receive thirty-five percent (35%) of their final year's salary in the three years following their resignation. The distribution of funds will be determined by the Board, provided that at least fifty percent (50%) of the total will be paid by the end of the first year following the administrator's resignation.

#### ARTICLE 18 AMENDMENT

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

#### ARTICLE 19

## 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 20 MISCELLANEOUS

A. Administrators who resign their employment with the Board shall adhere to working a seventy five (75) calendar day notice period, and receive a payout of five (5) sick days. Administrators who resign their employment and adhere to working a fifty (50) calendar day notice period, and receive a payout of three (3) sick days. Failure to adhere to this requirement shall be a violation of this agreement, and shall subject the administrator to all available legal remedies. The Board will include the following notification on the annual salary agreement issued to members of the bargaining unit: *“This agreement may be terminated by the administrator by providing thirty days written notice at any time. Failure to adhere to this requirement shall be a violation of this agreement, and shall subject the administrator to all available legal remedies”*.

## ARTICLE 21 DURATION

A. The provisions of this Agreement shall be effective July 1, 2021 and shall continue in full force and effect to and including June 30, 2024.

B. If at any time during the term of this Agreement it shall be necessary to reopen negotiations on the following, the parties agree that, if they reach impasse, the issue(s) shall be submitted to binding arbitration in accordance with procedures mutually agreed upon, or, absent agreement, in accordance with procedures modeled on Connecticut General Statutes, Section 10-153f:

1. Creation of a new position for which salary must be negotiated.
2. In the event that the Board unilaterally modifies a Board Policy that is a mandatory subject of bargaining.
3. If by law a provision of this Agreement becomes null and void.
4. Negotiations, if any, required under Article XV.
5. By mutual agreement of the parties.



IN WITNESS WHEREOF, the parties have caused their duly authorized representative to affix their signatures below.

WINDHAM BOARD OF EDUCATION

By *Lynne Ide*  
Lynne Ide  
Chairperson

Date \_\_\_\_\_

By *Tracy A. Youngberg*  
Tracy A. Youngberg, Ed.D.  
Superintendent

Date *1/24/2021*

WINDHAM ASSOCIATION  
OF ADMINISTRATORS

By *Liz Bumgardner*  
Liz Bumgardner  
President

Date *1/25/2021*

APPENDIX A  
SALARY SCHEDULE 2021-22

NOTE: The salary schedule was restructured and re-numbered in 2021-22. Administrators on Steps 2 & 3 in 2020-21 shall be on Step 1 on the 2021-22 schedule. Administrators on Step 6 in 2020-21 shall be on Step 4 on the 2021-22 schedule.

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4
I	137,661	142,280	146,900	151,519
II	132,490	136,998	141,505	146,013
III	128,825	131,741	134,658	137,574
IV	128,910	131,700	134,490	137,280
V	120,273	123,519	126,764	130,010
VI	119,552	122,778	126,004	129,230
VII	117,040	120,199	123,357	126,516

Key to Levels:

Please note: Not all positions listed may be currently filled.

LEVEL I: High School Principal

LEVEL II: Middle School Principal; K-8 Magnet School Principal, Director, Pupil Services

LEVEL III: Elementary Principal; Coordinator, Early Childhood Education

LEVEL IV: High School Academy Head Master; Director of Reading;  
Director of Curriculum; Director of ESOL/Bilingual Ed/World Languages;  
Director of Math/Science

LEVEL V: High School Assistant Principal; Director, Family & Community Partnerships

LEVEL VI: Elementary/Middle School Assistant Principal; Deans; STEM Magnet Coordinator;  
Assistant Director of Pupil Services, Performance & Teacher Evaluation Specialist

LEVEL VII: Supervisor of Guidance

Each administrator with fifteen (15) or more consecutive years of service in Windham as an administrator will receive an additional \$1000.00 annually as a longevity payment. Employees hired on or after July 1, 2018 shall not be eligible for this benefit.



APPENDIX A  
SALARY SCHEDULE 2022-23

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4
I	138,349	142,992	147,634	156,065
II	133,153	137,683	142,213	150,393
III	129,469	132,400	135,331	141,701
IV	129,555	132,359	135,163	141,399
V	120,875	124,136	127,398	133,910
VI	120,150	123,392	126,634	133,107
VII	117,625	120,800	123,974	130,311

Effective July 1, 2022, all eligible administrators shall move up a step on the schedule.

Key to Levels:

Please note: Not all positions listed may be currently filled.

- LEVEL I: High School Principal
- LEVEL II: Middle School Principal; K-8 Magnet School Principal, Director, Pupil Services
- LEVEL III: Elementary Principal; Coordinator, Early Childhood Education
- LEVEL IV: High School Academy Head Master; Director of Reading;  
Director of Curriculum; Director of ESOL/Bilingual Ed/World Languages;  
Director of Math/Science
- LEVEL V: High School Assistant Principal; Director, Family & Community Partnerships
- LEVEL VI: Elementary/Middle School Assistant Principal; Deans; STEM Magnet Coordinator;  
Assistant Director of Pupil Services, Performance & Teacher Evaluation Specialist
- LEVEL VII: Supervisor of Guidance

Each administrator with fifteen (15) or more consecutive years of service in Windham as an administrator will receive an additional \$1000.00 annually as a longevity payment. Employees hired on or after July 1, 2018 shall not be eligible for this benefit.

APPENDIX A  
SALARY SCHEDULE 2023-24

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4
I	139,041	143,707	148,372	160,357
II	133,818	138,371	142,924	154,529
III	130,116	133,062	136,008	145,598
IV	130,203	133,021	135,839	145,287
V	121,479	124,757	128,035	137,593
VI	120,750	124,009	127,267	136,767
VII	118,214	121,404	124,594	133,895

Effective July 1, 2023, all eligible administrators shall move up a step on the schedule.

Key to Levels:

Please note: Not all positions listed may be currently filled.

LEVEL I: High School Principal

LEVEL II: Middle School Principal; K-8 Magnet School Principal, Director, Pupil Services

LEVEL III: Elementary Principal; Coordinator, Early Childhood Education

LEVEL IV: High School Academy Head Master; Director of Reading;  
Director of Curriculum; Director of ESOL/Bilingual Ed/World Languages;  
Director of Math/Science

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LEVEL VI: Elementary/Middle School Assistant Principal; Deans; STEM Magnet Coordinator;  
Assistant Director of Pupil Services, Performance & Teacher Evaluation Specialist

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