

AGREEMENT

between

THE ORANGE BOARD OF EDUCATION

and

THE ORANGE ELEMENTARY SCHOOLS ADMINISTRATORS' ASSOCIATION

JULY 1, 2024 TO JUNE 30, 2027

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Orange County
Board of Education
Employee Benefits Program
2023-2024 Contract

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INTRODUCTION

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

STATEMENT OF BOARD PREROGATIVES

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

ARTICLE 1.0

PURPOSE OF THE AGREEMENT

- 1.1 This agreement is negotiated under Conn. Gen. Stat. 10-153d, in order to fix for its term, the salaries and other conditions of employment provided herein.
- 1.2 The Board and the Association accept the provisions of this Agreement as commitments that they shall cooperatively support.

1.3 Except as expressly provided by the terms of this Agreement, it is recognized by both the Board and the Association that 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 acting by itself or through the Superintendent of Schools, or his/her designee.

1.4 The Board of Education agrees that change in policy which affects wages hours or conditions of employment will not be made without consultation with the association. Nothing herein shall preclude the administrator's right to request bargaining under 10-153f(e) of the Connecticut General Statutes.

ARTICLE 2.0

RECOGNITION

2.1 The Board recognizes the Association for the purpose of professional negotiations as the exclusive representative of the administrative-supervisory personnel employed by the Orange Board of Education. Excluded from the unit are the superintendent of schools, the business administrator, and other positions, if any, excluded pursuant to Conn. Gen. Stat. 10453b (b).

2.2 The Association agrees to represent equally all employees within the unit described in Section 2.1 (hereinafter referred to collectively as the "administrators") without regard to membership or participation in the activities of the Association.

ARTICLE 3.0

GRIEVANCE PROCEDURE

3.1 Purpose - A "grievance" shall mean a claim by an administrator or the O.E.S.A.A. that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement or that there has been a failure to follow the established procedures of the School District's evaluation and support plan. The purpose of this grievance procedure is to provide a means of resolving such claims. Such claims shall be attended to expeditiously and at the lowest possible level of this procedure.

3.2 Time Limits - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Grievances should be attended to expeditiously and at the lowest possible level of this procedure.

3.3 Informal Procedure - An administrator, or group of administrators, with a grievance shall first discuss it with the Superintendent with the objective of resolving the matter informally. Such communication with the Superintendent shall take place within ten (10) working days of the time he/she/they knew of the action or condition which caused the grievance.

3.4 Formal Procedure

Level I - Superintendent

IA - If the informal procedure fails to resolve the grievance the administrator(s) may file a written grievance with the Superintendent within five (5) working days from the date of the informal procedural meeting, but no later than fifteen (15) working days from when the administrator knew of the action or condition which gave rise to the grievance. Such grievance should include at least the following:

- A. the name of the grievant(s)
- B. the date(s) on which the alleged act or condition occurred
- C. the specific paragraph of this Agreement which is alleged to have been violated, misinterpreted or misapplied
- D. a description of the act or condition in issue; and
- E. the requested remedy

IB - Within five (5) working days of the receipt of the written grievance, the Superintendent shall meet with the administrator(s) and the O.E.S.A.A. in an effort to resolve the problem.

IC - Within five (5) working days of this meeting, the Superintendent shall render a decision to the administrator(s) and the O.E.S.A.A.

Level II - Board of Education

IIA - If the grievance is not satisfactorily resolved at the Superintendent level, or if no decision has been rendered within the specified time, the administrator(s), through the O.E.S.A.A. may request a hearing with the Board of Education. Such request shall be made in writing through the Superintendent within five (5) working days after receipt of the superintendents decision regarding the written grievance or the deadline for such response, whichever occurs first.

IIB - The Board shall meet with the administrator(s) and the O.E.S.A.A. within twenty (20) working days of receipt of the written grievance in an effort to resolve the grievance.

IIC - The Board shall render its decision in writing within five (5) working days of that meeting with copies sent to the grievant(s), the O.E.S.A.A., and the Superintendent.

Level III – Arbitration

If the grievant(s) is not satisfied with the Board's answer and if the O.E.S.A.A. believes that the grievance is meritorious, it may request that the grievance be submitted to the American Dispute Resolution Center, Inc. (ADRC) or other mutually agreed upon impartial arbitrator for arbitration, but such request must be received by the Superintendent within ten (10) working days after receipt of the Board's answer or the deadline for such response, whichever occurs first. The arbitrator has no power to add to, subtract from, or modify any of the terms of the agreement. The arbitrator is bound by and must comply with all of the provisions of the agreement. The arbitrator's decision shall be final and binding, except as otherwise provided by law. The cost of arbitration services will be shared 50/50 by the O.E.S.A.A. and the Board of Education.

ARTICLE 4.0

ADMINISTRATIVE REDUCTION IN FORCE

- 4.1 If an administrator is relieved of duties because of a school closing, grade restructuring, reorganization or elimination of position, that administrator will be placed in a vacant administrative position for which he or she is qualified if one is available.
- 4.2 If a vacant administrative position is not available, he/she will displace the administrator with the least administrative seniority, provided he/she is qualified and certified. Administrative seniority is herein defined as the number of years of continuous service in Orange as an Administrator.
- 4.3 When two or more administrators are equal in seniority, other factors will be considered to determine who remains in service. These will include:
 - A. Past evaluations of the administrators
 - B. Prior service in Orange School System
 - C. Contributions to the improvement of the Orange School System
- 4.4 If an administrative position is not available, and if there is no administrator with less administrative seniority, then the administrator shall have the right to bump into a teaching

position in accordance with the provisions of the collective bargaining agreement covering teachers employed by the Board.

If an administrator hired prior to July 1, 2015 bumps into a teaching position in the district, then the Board shall pay to the employee a separation allowance in recognition of the employee's service as an administrator. The separation allowance shall be equal to the difference between the employee's salary as an administrator immediately prior to the bump into the teaching position and the employee's salary as a teacher following the bump into the teaching position. The separation allowance shall be paid for a period of one school year, and shall be paid to the employee throughout the course of that school year in accordance with the Board's regular payroll schedule. This separation allowance will not apply to administrators hired after July 1, 2015.

- 4.5 The Orange Board of Education has no obligation to promote an administrator as a result of reduction in force.

ARTICLE 5.0

INVOLUNTARY TRANSFERS

When involuntary transfers are necessary, the Administrator(s) involved in the transfer(s) will be given the reasons in writing and will have an opportunity to meet with the Superintendent or his/her designee to discuss the matter. Upon request from the involved Administrator, an Association representative may participate in this meeting or a meeting called subsequently concerning the same transfer.

Should an administrator be transferred or reassigned to a lower paying administrative position, the administrator shall be paid his/her current salary for one year. If the reason for the transfer or reassignment to a lower paying administrative position is unsatisfactory performance or disciplinary, the administrator shall be paid the appropriate salary for the new position.

Notice of transfers shall be given to Administrators as soon as possible and, under normal circumstances, no later than June 1 for the next school year.

ARTICLE 6.0

JUST CAUSE

No administrator shall be reprimanded, suspended without pay or reduced in rank or compensation for disciplinary reasons without just cause.

ARTICLE 7.0

BENEFITS

7.1 Medical and insurance coverage will be provided through a High Deductible Health Plan with a Health Savings Account, with the following components:

a. Medical:

| | In-Network | Out-of-Network |
|--|---|--|
| Annual Deductible (individual/aggregate family) | | \$2,000/4,000 |
| Co-Insurance | 100% after deductible | 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 | Unlimited |
| Preventive Care | Deductible not applicable | 20% co-insurance after deductible, subject to co-insurance limit |
| Prescription Drug Coverage | Treated as any other medical expense, subject to the post-deductible co-payments set forth below. | |

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order. Prescription drug coverage will include plan management edits based on the Managed Public Sector Program (MP4) and will be based on the Essential Formulary platform.

The Board will fund forty percent (40%) of the deductible during the duration of the 2024-2027 collective bargaining agreement.

The Board's contribution toward the HSA deductible will be deposited into the administrators' HSA accounts in two (2) installments, the first contribution on or about August 1 and the second contribution on or about January 2. 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

the student vacation periods. If an administrator desires to schedule his/her vacation days at times other than student vacation periods, he/she shall consult with and seek the approval of the Superintendent. With the approval of the Superintendent, an Administrator may carry a maximum of five (5) unused vacation days into the following year. Any unused vacation days carried over in this manner must be used by August 15 of the following contract year.

Salary Ranges

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

SALARIES (2024-2027)

| Position | 2024-25 Min | 2024-25 Max | 2025-26 Min | 2025-26 Max | 2026-27 Min | 2026-27 Max |
|--|----------------|----------------|----------------|----------------|----------------|----------------|
| Director of Special Services | 162,434 | 174,597 | 167,307 | 179,835 | 172,326 | 185,230 |
| Administrators with 250+ Students | 157,434 | 169,597 | 162,157 | 174,685 | 167,022 | 179,926 |
| Administrators with Less than 250 Students | 133,456 | 145,371 | 137,460 | 149,732 | 141,584 | 154,224 |

- a) Should an elementary principal be assigned to a school with 250+ students and that student population falls below 250 students during the school year, that current principal shall retain his/her salary at the 250+ level for the duration of that school year.

The following provisions will apply to administrators hired on or after October 1, 2011:

- b) The Board shall have the right to determine the initial salary rate for newly hired administrators, within the ranges set forth above. In determining the initial salary rate, the Board may take into account each newly hired administrator's prior experience in relevant administrative positions, as well as any other work experience relevant to the position in question.
- c) Effective on the July 1st following each such administrator's hire, and effective on each subsequent July 1st occurring during the term of this collective bargaining agreement, the salary rate for such administrator shall be increased by the general

- 9.2 The Board recognizes the value of professional development for administrators and will strive, within budgetary constraints, to provide funding for administrators for membership in educational organizations and to attend educational conferences with the prior approval of the Superintendent.
- 9.3 For educational conferences approved in advance by the Superintendent, the Board will reimburse administrators for reasonable, preapproved expenses, but no more than the amount budgeted by the Board of Education for administrator professional development. A minimum of five thousand dollars (\$5000) will be budgeted for administrator professional development.

ARTICLE 10.0

WORK YEAR AND SALARY

- 10.1 Administrators shall be twelve-month employees.
- 10.2 Annual salary will be paid in twenty-six installments with the first pay period to be in July as determined by fiscal payment procedures. If an administrator commences or ends employment during the course of a contract year, the administrator's salary shall be prorated. For that purpose, per diem compensation shall be based on a total of 260 work days.
- 10.3 There shall be fourteen (14) paid holidays, which shall be designated by the Board of Education or its designee at the start of the contract year.
- 10.4 Twelve-month administrators shall receive twenty-six vacation days for each contract year. Notwithstanding the foregoing, if an administrator separates from employment with the Board after July 1 in any contract year, the number of vacation days available to that administrator shall be pro-rated, based on the number of days actually worked by the administrator in proportion to the full work year. The Superintendent or the Superintendent's designee will determine whether the prorated days credited to the administrator will be taken as vacation days or paid out to the administrator. If the administrator has taken a greater number of vacation days than the pro-rated number of vacation days prior to the administrator's separation of employment, then the administrator shall reimburse the district at the per diem rate for each day in excess of the pro-rated number of vacation days. Such reimbursement will be deducted from the administrator's final paychecks to the extent such checks are sufficient to cover the amount due to the Board.

Vacation shall be taken within the twelve (12) months of the year in which it is earned and shall not be cumulative. Under ordinary circumstances, vacation days shall be taken during

anticipatedRoute of work prior to the commencement of such leave. Any such leave shall commence in the year in which the child is born or adopted. Such leave shall continue either through the end of the contract year in which the leave commences or through the end of the following contract year, as approved by the Board.

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

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

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

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

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

ARTICLE 9.0

9.0 PROFESSIONAL GROWTH AND DEVELOPMENT

The Orange Board of Education will encourage its administrators to be aware of changing trends in education through participation in professional organizations and will encourage their attendance at local, state and national conferences.

- 9.1 The Board will provide funds for dues for up to three professional organizations per individual. Membership in each organization will be mutually determined by the administrators and Superintendent.

C. Funeral Leave:

1. Up to three (3) days to prepare for and attend the funeral of a spouse, parent or child (or another relative residing in the employee's household). At the discretion of the Superintendent, two (2) additional days may be granted at the request of the administrator concerned.
2. One day shall be available for attendance at funerals of other relatives, as approved by the Superintendent.

D. Personal Leave:

1. Up to four (4) days absence with pay will be allowed on the request of any staff member for matters of pressing personal business which may not be conducted outside of work hours, such as but not limited to: legal business, medical appointments that cannot be made at another time, graduation of the administrator or any member of the immediate family (defined as the parent, spouse, child or sibling of the administrator), or any emergency of a critical nature.
2. Personal days will not be approved for the day before or the day after a holiday or vacation period. In extenuating circumstances, the Superintendent may, in his/her discretion, grant a personal day for the day before or after a holiday or vacation period.
3. Administrators requesting personal leave must complete the form provided. If possible, forty-eight hours notice should be given. If this is not possible because of an emergency, the proper personnel should be notified by telephone and the required form should be submitted as soon as possible.
4. In extenuating circumstances, the Superintendent may, in the Superintendent's discretion, grant an administrator additional personal leave. In such circumstances the administrator shall provide the Superintendent with documentation substantiating a compelling need for additional personal leave.

8.1 CHILD REARING LEAVE

Administrators with a minimum of one (1) year of continuous service in Orange shall be entitled to childrearing leave in accordance with the provisions of this section. Any request for such a childrearing leave shall be submitted in writing to the Superintendent at least ninety (90) days prior to the administrator's last

insurance plan(s) provided herein, the employee premium contribution percentage shall be based on the allocation rate (as opposed to the fully-insured equivalent rate). The district will add the state mandates for bone marrow testing, Rx oral chemotherapy, and breast MRI coverage.

7.4 Life Insurance

A. The Board will provide term life insurance coverage of three (3) times the annual salary for the period of their employment.

7.5 Upon the untimely death of an administrator, his/her spouse shall have the option of continuing in the group insurance programs at the spouse's expense, for the period of time provided by applicable law.

7.6 The Board will provide full payment for disability insurance.

7.7 For any administrator and/or administrators' spouse who is eligible to participate in health insurance coverage through the Board following the administrator's retirement under the provisions of this Agreement and/or under the Teacher's Retirement statutes, if the retired administrator or spouse becomes eligible for Medicare, the administrator or spouse (as applicable) shall, effective upon the date of such eligibility, be permitted to participate only in the Board's Medicare supplement insurance policy.

ARTICLE 8.0

LEAVES

8.0 SICK LEAVE. FAMILY ILLNESS DAYS. FUNERAL LEAVE. PERSONAL LEAVE
RELIGIOUS HOLIDAYS AND SNOW DAYS

A. Sick Leave: Administrators will be credited with fifteen (15) sick days per year, subject to a maximum accumulation of 220 days. Sick days are to be used for the personal illness of the administrator during the work year.

B. Family Illness: Up to five (5) days per year, non-cumulative, shall be granted to administer to the illness of a spouse, child, parent or family member residing within the administrator's household. Such family illness days shall be deducted from the administrator's sick leave. Upon the recommendation of the Superintendent, the Board may in its discretion permit an administrator to use up to thirty (30) days of accumulated sick leave in the event of a family illness for which the administrator is eligible for leave under the federal Family and Medical Leave Act.

of the HSA deductible for retirees or other individuals upon their separation from employment. The Board's contribution obligation towards the annual deductible shall be prorated by month for employees who are hired after July 1 and elect the insurance. The Board's contribution shall be deposited into the employee's HSA within 30 days of that employee's date of hire.

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

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

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

2024-2025: 23.5%

2025-2026: 23.5%

2026-2027: 24%

7.2. Blue Cross Full Service Dental Plan with Riders A & C. Employees shall contribute 17% of the premium for individual dental insurance for the duration of this collective bargaining agreement.

Employees may enroll in dependent or family coverage with the Board paying 50% of the premium and the employee paying 50% of the premium.

7.3. The Board reserves the right to change carriers and/or plans for the insurance coverage referenced in this Agreement, provided that the overall level of benefits remains substantially comparable to or better than the plan in effect prior to the change, when considered as a whole. In the event the Board self-insures, in whole or in part, the health

wage increase percentages set forth above. (3.0% per year; effective July 1 of each year). Any administrator not on maximum shall be proportionately adjusted in each succeeding year so as to attain the maximum salary level within three (3) years of said administrator's initial employment, provided such administrator does not score in the "Does Not Meet Standards" range in his or her summative rating.

- d) Administrators with an earned doctorate degree from an accredited college or university will receive an additional \$2,500 added to his or her appropriate base salary.

10.5 Annuity

Each administrator shall have his/her base salary increased by three thousand dollars (\$3,000.00), from which total base salary the administrator shall pay through a reduction in his/her total base salary (elective deferral) the amount of three thousand dollars (\$3,000.00) each year to an annuity. Such annuity shall be part of the administrator's salary for purposes of Teachers' Retirement Board benefits.

ARTICLE 11.0

ASSOCIATION DUES/AGENCY FEE

- 11.1 Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments. The Association shall notify the Board by August 1 of each school year with respect to the dollar amount of the dues to be deducted during that school year.
- 11.2 Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, may voluntarily, but shall not be required, to execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Association shall notify the Board by August 1 of each school year with respect to the dollar amount of the dues to be deducted during that school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.
- 11.3 As a condition to the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court and administrative agency costs and attorneys' fees that

may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

11.4 The Board shall deduct the dues and assessments or the voluntarily permitted service fees from the salaries of members or non-members of the Association, respectively, on a monthly basis and remit the same to the Association treasurer.

ARTICLE 12.0

SAVINGS CLAUSE

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

ARTICLE 13.0

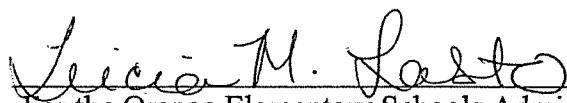
SCHOOL CLOSINGS

On days when all schools are closed due to inclement weather or other unforeseen circumstances, but the district office remains open, administrators shall be expected to work in the district. If an administrator is unable to get to the district office, he/she may use a personal or vacation day. Administrators may work from home on these days with the prior approval of the Superintendent of Schools, which approval may not be unreasonably withheld.

ARTICLE 14.0

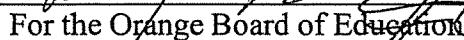
DURATION OF AGREEMENT

The provision of this Agreement shall be effective July 1, 2024, and shall continue and remain in full force and effect for the period of three years from July 1, 2024 through June 30, 2027.



For the Orange Elementary Schools Administrators' Association

8/21/2023
Date


For the Orange Board of Education

8/21/2023
Date

