

AGREEMENT

BETWEEN

BROOKLYN BOARD OF EDUCATION

AND

**BROOKLYN ADMINISTRATORS
ASSOCIATION**

JULY 1, 2021 - JUNE 30, 2024

9/24/2020

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ARTICLE I
RECOGNITION

The Brooklyn Board of Education (hereinafter referred to as "the Board") hereby recognizes the Brooklyn Administrators Association (hereinafter referred to as "the Association") as the exclusive representative for the Administrators below the rank of Assistant Superintendent excluding all positions that are excluded pursuant to the Teacher Negotiation Act, as defined in Sections 10-153b through 10-153f of the Connecticut General Statutes, for the entire Administrative unit as defined in the aforementioned statute.

ARTICLE II
MANAGEMENT RIGHTS

A. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including but not limited to the following:

1. To maintain public schools and such other educational activities as it, in its judgment, deems will best serve the interests of the Brooklyn Public Schools to give the children of Brooklyn Public Schools as nearly equal advantage as may be practicable.
2. To decide the needs for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes.
3. To determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction.
4. To make such provisions will enable each child of school age residing in the town to attend school for the period required by law and provide for reasonable transportation of children wherever it is reasonable and desirable.
5. To decide the textbooks to be used.
6. To prepare and submit budgets to the Board of Finance and in its sole discretion, expend monies appropriated by the town for the maintenance of the schools.
7. To make such transfers of funds within the appropriate budget as it shall deem desirable.
8. 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 and procedures
9. To discontinue processes or operations or to discontinue their performance by employees.
10. To establish contracts or subcontracts for the Board's operations.
11. To select and to determine the number and types of employees required to perform the Board's operations.

12. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

13. To prescribe and enforce rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board

14. To insure that incidental duties connected with school operations, whether enumerated in job descriptions or not, shall be performed by employees.

15. To create job descriptions and revise existing job specifications as deemed necessary.

B. The above rights responsibilities and prerogatives are inherent in the Brooklyn Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

ARTICLE III **CERTIFICATION**

Administrators shall maintain all certifications as may be necessary to perform their professional duties, including but not limited to, administrative certification, in accordance with all applicable statutes and regulations, throughout the term of this Agreement.

ARTICLE IV **REDUCTION IN FORCE**

A. No tenured administrator (as defined in Section 10-151(b), (c) of the Connecticut General Statutes as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenured administrator or teacher and for which the tenured administrator is certified and qualified.

B. It is understood that the layoff of an administrator is a termination of employment subject to administrative and/or judicial review in the manner set forth in Connecticut General Statutes §10-151 as it may be amended from time to time, and in no other manner.

C. Nothing herein shall require the promotion of an administrator to a position of higher rank, authority, or compensation, although the administrator whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

D. In the event the contract of a tenured Administrator is terminated due to the elimination of an administrative position, said Administrator will maintain recall rights for a period of twelve (12) months for positions within the same classification for which he or she is certified and qualified.

ARTICLE V INSURANCE

A. Preamble

This Article contains summaries and descriptions of various insurance benefits. Copies of the actual plans are on file with the Superintendent of Schools.

B. Eligibility

1. Fringe benefits listed in Sections A and B, shall apply to those Administrators in the bargaining unit who work at least 5 FTE, and will be prorated for those Administrators who work more than .5 FTE and less than full-time. Part-time Administrators shall pay the difference in premium costs, subject to any limitations imposed by the insurance carrier, and based on the Administrator's FTE percentage.

2. The Board shall provide for the Administrators and their dependents the insurance benefits listed below. If the Board desires to implement any new plan and/or carrier, including self-insurance with a third-party administrator, the Association shall be notified and have the opportunity for input into any Board committee review and the Board shall provide certification that the proposed plan and/or carrier, in fact, is substantially comparable to the existing plan and/or carrier in benefits, coverage and administration. The Association shall have thirty (30) calendar days to complete its review of the Board's proposed new plan and/or carrier. Should the Association disagree that the proposed new plan and/or carrier will provide substantially comparable benefits, coverage and administration to those currently in place, the Association must identify, in writing, the specific reason(s) for its conclusion that the Board's proposed new plan or carrier is not considered substantially comparable. Should the association disagree that the proposed new plan and/or carrier will provide substantially comparable benefits, coverage and administration to those currently in place; the Association may request arbitration under this Agreement before an impartial arbitrator with expertise in insurance matters. The Association must request arbitration within thirty (30) calendar days of the Board's proposed change. If the Association fails to request arbitration within thirty (30) calendar days of the Board's proposed change, the Association waives the right to contest the Board's proposed change.

3. Group Medical Insurance:

a. On the terms and conditions set forth below, the Board shall offer the following plan design for the High Deductible Health Plan (HDHP) plan, set forth below:

b. High Deductible Health Care Plan design with a Health Savings Account
Feature (HSA Plan):

(1) The details of the HDHP Plan are described in summary form in Appendix B for informational purposes,

(2) The Board will make a dollar contribution to the employee's applicable HDHP deductible amount, as follows;

\$1,250 for individual coverage

\$2,500 for two person or family coverage

The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts two (2) times per year, with the first payment made

on or around September 1st and the second payment on or around January 1st. For an administrator not eligible for an HSA account, and enrolled in the HDHP, the Board shall make the monetary value of the Board contribution to the applicable deductible amount as compensation to the administrator. The parties acknowledge that the Board's contribution toward the funding of the HSA (or additional compensation in lieu of an HSA contribution) 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 HDHP deductible for retirees or other individuals upon their separation from employment.

4. Group Dental Insurance

A Full Service Dental Plan including Rider A will be provided.

5. Group Term Life Insurance

The Board will provide group life insurance in the amount of 1.5 times the administrator's annual salary with accidental death and dismemberment insurance for each administrator who requests such coverage, subject to any limitations imposed by the carrier(s).

6. Premium Cost Share

Each administrator who elects coverage shall pay premium contributions as set forth below:

	<u>Dental</u>	<u>HDHP</u>
a. 2021-2022:	23.5%	23.5%
b. 2022-2023:	23.5%	23.5%
c. 2023-2024:	24.0%	24.0%

7. Section 125 Plan

Participating administrators shall make such premium contributions through payroll deduction. The Board will make an I.R.S, Section 125 plan available to administrators making such contributions.

8. Excise Tax Reopener

If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 49801, 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 to the Teacher Negotiation Act (TNA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

9. Wellness Program

Administrators, their spouses and their enrolled dependents who voluntarily enroll in the Board's wellness program, which will require participants to obtain recommended preventive care services on a specified schedule, will be granted a premium cost-share discount of 1%, to be deducted from the premium cost-sharing percentages set forth above. The schedule of preventive care services are set forth in Appendix C. Administrators, their spouses and enrolled dependents will be required to demonstrate compliance with the preventive service schedules to obtain the premium cost-sharing discount.

ARTICLE VI
FRINGE BENEFITS AND WORKING CONDITIONS

A. Salaries

Administrators shall be compensated in accordance with Appendix A.

B. Sick Leave

1. Twelve month Administrators shall be entitled to sick leave with full pay up to twenty (20) working days in each year, for use for personal illness or injury. Unused sick leave shall be accumulated from year to year, so long as the twelve month administrator remains continuously in the service of the Board, up to two hundred (200) days.
2. For any qualifying leave taken pursuant to the federal Family Medical Leave Act (FMLA), any administrator may use up to ten (10) days of accumulated sick leave for such qualifying leave. Use of accumulated sick leave for FMLA purposes shall count against the twelve (12) weeks of FMLA leave to which the administrator is entitled.
3. The Board may require a physician's statement certifying illness and fitness to return to work after absences of three (3) or more consecutive days, or in cases of suspected abuse.

C. Annual Administrative Work Schedule

- a. All twelve month administrators shall be eligible for vacation time according to the following schedule:

Completed Years	Vacation Eligibility
Continuous Service	

1 year to the end of 3 years	Twenty-one (21) days annually, available for use at the beginning of the work year. Vacation will be calculated on a quarterly basis based upon a pro-rata accrual, with employees accruing five (5) days on July 18, five (5) days on October 15, five (5) days on January 1st, and five (5) days on April 1st. Any used, but not accrued, vacation time will be charged back to the employee, and deducted from the employee's final paycheck.
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4 years to the end of 5 years Twenty-three(23) days annually, available for use at the beginning of the work year. Vacation will be calculated on a monthly basis based upon a pro-rata accrual, with employees accruing two (2) days on the 1st of each month. Any used, but not accrued, vacation time will be charged back to the employee, and deducted from the employee's final paycheck.

6 years or more Twenty-four (24) days annually, available for use at the beginning of the work year. Vacation will be calculated on a monthly basis based upon a pro-rata accrual, with employees accruing two (2) days on the 1st of each month. Any used, but not accrued, vacation time will be charged back to the employee, and deducted from the employee's final paycheck.

- b. Use of vacation days shall be subject to the written approval of the Superintendent, who may require administrators to provide such notice of vacation days as the Superintendent deems appropriate.
- c. Subject to the limitations above, upon retirement from employment, administrators will be paid for accrued but unused vacation days at the daily rate of 1/260 per annual salary times the number of accumulated days.
- d. In the event of an administrator's death, accrued but unused vacation pay will be paid to the administrator's estate.
- e. Administrators may use accrued vacation from the previous fiscal year in July and August of the subsequent fiscal year. There will be no payout of carry over vacation days should the administrator retire.
- f. Administrators may work from home during a pandemic or inclement weather with prior approval from the superintendent.

D. Holidays

Twelve month administrators are entitled to the following work holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Day After Christmas

E. Personal Leave

1. The number of personal days available to full-time administrators shall be five (5) per year. Requests for personal days may be stated in general terms and shall be granted for the following reasons provided the matter cannot be scheduled outside the school day:

- a. Marriage, illness or other events of extreme importance or consequence in the immediate family (i.e, spouse, father, mother, brother, sister, children, grandmother, grandfather). In special cases approved in advance by the Superintendent, administrators may also receive paid personal leave to attend to such important personal events for guardians or close friends.
 - b. Business of a legal nature.
 - c. Religious holidays.
 - d. Personal business of a serious nature, which cannot be conducted at another time. Personal days taken for this reason shall not exceed two (2) in any school year.
2. If an administrator requests a personal day not included in the above mentioned categories, the Superintendent in his or her sole discretion may grant such personal leave with or without pay. If the leave is granted without pay, the administrator's salary shall be reduced at the daily rate of 1/260 per annual salary.
 3. Personal days shall not accumulate.
 4. Personal day requests shall be made to the Superintendent at least three (3) school days before the day is taken, except in cases of emergency.
 5. In order to prevent disorganization of classes and abuse of the privilege of a day for personal leave (whether paid or not paid), personal leave shall not be granted on the last day before a school holiday or on the first day of school after a holiday (except when extenuating circumstances occur, subject to the approval of the Superintendent). Nor shall leaves of absence for either professional or personal reasons be granted during the first two (2) weeks of the school year or anytime during the month of June, except in the case of dire emergencies, which shall be subject to the decision of the Superintendent of Schools.

F. Bereavement Leave

The Superintendent shall grant up to three (3) days of leave for purposes of attending a funeral in cases of death in the immediate family and in-laws. Extension of leave may be granted at the discretion of the Superintendent.

G. Staff Development

1. Course Reimbursement: The Board shall allocate an aggregate amount of Five Thousand Dollars and No Cents (\$5,000.00) per year for the purpose of reimbursing administrators' graduate study. An administrator may be reimbursed for up to two courses per year (September 1st - August 31, not to exceed One Thousand Dollars and No Cents (\$1,000.00) per three (3) credit course. Reimbursement shall be granted for only those reasonable costs directly associated with courses taken in connection with a planned program of study taken at an approved institution of higher learning, and only such courses that are in the interest of the school system as determined by the Superintendent. All such reimbursement is subject to the prior written consent of the Superintendent. To qualify for reimbursement, an Administrator shall submit proof of

successful completion of the course with a grade of B or better, and shall submit documentation of his/her tuition payment to the Superintendent's office within thirty (30) days following completion of the course. Reimbursement requests shall be limited to the fiscal year in which the administrator completes the approved course work.

2. The Board encourages administrators to continue their professional development and expects administrators to participate in relevant learning experiences. Subject to budgeted appropriations, administrators may attend professional conferences at the local, state and national level, with expenses to be paid out of the school budget, not to exceed two thousand dollars (\$2,000) per administrator per year. The Superintendent, may in his/her discretion, exceed the per administrator amount in this professional development.

H. Transportation Expenses

The Board agrees to reimburse administrators for travel expenses incurred in the performance of their duties and approved in advance by the Superintendent. Reimbursement shall be made at the IRS rate per mile which is in effect at the time of the travel, Travel expenses shall be documented and submitted to the financial office monthly. Failure to follow district procedures for reimbursement may result in denial of reimbursement.

I. ConnCASE Expenses

The Board will annually provide the Special Education Director's membership fees in ConnCASE.

ARTICLE VII **GRIEVANCE PROCEDURE**

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of Administrators. Both parties agree that, except as required by law, proceedings shall be kept confidential if requested by either party.

B. Definitions:

1. "Grievance" shall mean a claim based upon an event or condition alleging breach of the terms of this contract.
2. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein; 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.
3. "Days" shall mean calendar days.

C. Time Limits:

1. As it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. Failure by the aggrieved administrator at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures:

Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or a problem with the Superintendent of Schools.

E. Formal Procedure:

1. Level One - Superintendent of Schools

- a. If the administrator believes that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, then the administrator shall attempt to resolve the matter with the Superintendent of Schools. A grievance shall be deemed waived unless it is submitted within ten (10) calendar days of the date the administrator knew or had reason to know of the basis for such a claim.
- b. The Superintendent shall, within ten (10) calendar days after the receipt of the referral, meet with the aggrieved administrator and with a representative of the Association for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) calendar days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved administrator, with a copy to the Association.

2. Level Two - Board of Education

- a. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within ten (10) calendar days after the decision, or within six (6) calendar days after the hearing, file the grievance for appeal to the Board of Education.
- b. The Board of Education shall, within fifteen (15) calendar days after receipt of the appeal, meet with the aggrieved administrator and with the representative of the Association for the purpose of resolving the grievance.
- c. The Board shall, within ten (10) calendar days after such meeting, render its decision and the reasons therefore in writing to the aggrieved administrator, with a copy to the Association

3. Level Three - Arbitration

- a. If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) calendar days after the decision, or within six (6) calendar days after the Board meeting, request in writing to the

president of the Association that his/her grievance be submitted to arbitration.

- b. The Association may, within five (5) calendar days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing. Only the Association may submit grievances to arbitration.
- c. The Chairperson of the Board and President of the Association shall, within five (5) calendar days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) calendar days, the American Dispute Resolution Center ("ADRC") shall immediately be called upon to select the single arbitrator.
- d. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved Administrator and other parties in the interest as he/she shall deem requisite.
- e. The arbitrator shall, within thirty (30) calendar days after his/her selection, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be binding on all parties in interest.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE VIII
JUST CAUSE

Administrators shall not receive a written reprimand, demotion or a suspension without pay without just cause.

ARTICLE IX
SAVINGS CLAUSE

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

ARTICLE X DURATION

- A. The provisions of this Agreement shall be effective as of July 1, 2021 and shall continue and remain in full force and effect to and including June 30, 2024.
- B. This Agreement constitutes the full and complete agreement between the parties on all negotiable issues. 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. Neither party shall be required to negotiate on any issue whether or not covered herein. Any required negotiations shall be in accordance with the provisions of Connecticut General Statutes Section 10-153f(e). The parties hereby acknowledge that there are no outstanding or written side agreements regarding conditions of employment.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to set their hand this 25 th day of September, 2020.

THE BROOKLYN
BOARD OF EDUCATION

Handwritten signature of Mae Lyons in blue ink, written over a horizontal line.

BROOKLYN ADMINISTRATORS
ASSOCIATION

Handwritten signature of Heather Jenkinson in blue ink, written over a horizontal line.

APPENDIX A WAGES

Position	2021-2022	2022-2023	2023-2024
Principal	\$124,488	\$127,601	\$130,472
Assistant Principal	\$111,984	\$114,224	\$116,737
Special Education Director	\$124,488	\$127,601	\$130,472

The Superintendent shall have the discretion to hire an administrator at ten percent (10%) below a position's current salary.

APPENDIX B

INSURANCE PROGRAM SUMMARY OF COVERAGE (For informational purposes only)

This attached insurance matrix document contains summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

High Deductible Health Care Plan Design with a Health Savings Account Feature (HSA Plan):

The Board shall maintain a non-gatekeeper High Deductible Health Care Plan with a health savings account feature, including the following components:

a. In-Network Coverage

- \$0 dollar Office Visit, deductible waived.
- \$0 dollar Wellness, deductible waived.
- \$0 dollar Hospital Admission, after deductible.
- \$0 dollar Outpatient Surgery, after deductible.
- \$0 dollar WI, UC, ER, after deductible.

In-Network non-embedded deductible:

- \$2,500/\$5,000
- Co-insurance: 100%, after deductible.
- 100% preventive care.
- Out-of-Pocket maximum: \$5,000 individual/\$6,850 two or more

b. Out-of-Network

- Out-of-Network services subject after deductible and co-insurance.
- Non-embedded Deductible: \$2,500/\$5000
- Co-insurance: 70/30% after deductible
- Out-of-Pocket maximum: \$5,000/\$10,000 (includes deductible and co-insurance)
- Annual maximum: Unlimited

c. Prescription coverage subject to deductible and co-insurance after the deductible is met:

- Retail: MP4 - Five dollars (\$5)/twenty-five dollars (\$25)/forty dollars (\$40) managed three (3) tier formulary; mandatory generic substitution.
- Mail Order: Two times (2x) the retail co-payment for a ninety (90) day supply.
- Annual Maximum: Unlimited.

APPENDIX C

PREVENTIVE SERVICES SCHEDULES FOR WELLNESS INCENTIVE

These preventive schedules will change as per the carrier recommendations, without the need for further negotiations. Required wellness screenings are provided at no cost to the member.

Preventive Screening Requirements	Age/Gender	Frequency
Physical Exam (includes body mass index, height, weight, blood pressure check)	18 +/Male and Female	Each Year
Cholesterol Check	18 +/Male and Female	Each Year
Cervical Cancer	21 +/Female	Every three years
Breast Cancer Screening	40 +/Female	Start at age 40, then as doctor recommends
Colon Cancer Screening	50 +/Male and Female	Start at age 50, then as doctor recommends
Prostate Cancer Screening	50 +/Male	Start at age 50, then as doctor recommends

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BROOKLYN BOARD OF EDUCATION
AND
THE BROOKLYN EDUCATION ASSOCIATION

In reviewing the Brooklyn Administrators Association Contract dated September 24, 2020 for July 1, 2021 - June 30, 2024 it was noticed that under **Appendix A Wages** on page 14, the wages for the 2022-2024 were calculated incorrectly.

As agreed upon the increase should be 2.5% for 2022-2024. The correct wages should be adjusted in the contract as noted below:

APPENDIX A WAGES

Position	2021-2022	2022-2023	2023-2024
Principal	\$124,488	\$127,601	\$130,791
Assistant Principal	\$111,984	\$114,784	\$117,654
Special Education Director	\$124,488	\$127,601	\$130,791

The Superintendent shall have the discretion to hire an administrator at ten percent (10%) below a position's current salary.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to set their hand this 25 th day of February, 2021.

THE BROOKLYN
BOARD OF EDUCATION

BROOKLYN ADMINISTRATORS
ASSOCIATION




