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**VERNON BOARD OF EDUCATION**  
**AND**  
**VERNON SCHOOL**  
**ADMINISTRATORS' ASSOCIATION**

**JULY 1, 2018 – JUNE 30, 2022**

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## ARTICLE I PREAMBLE

A. This Agreement is negotiated under Section 10-153a through 10-153f of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the Professional Staff in order that the cause of public education may be best served.

B. The Board and the School Administrators recognize the importance of responsible participation by the entire professional staff in the educational process, planning, system development, and professional growth. To this end they agree to maintain communication to inform about programs, to guide in curriculum development and to assist in educational planning and professional growth either by committee, individual consultation or designated representatives.

C. This Agreement shall constitute the entire agreement of the Board and the School Administrators in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the consultation procedure herein. Previously adopted agreements, rules or regulations in conflict with this Agreement are superseded by this Agreement.

## ARTICLE II RECOGNITION

A. The Board recognizes the Vernon School Administrators' Association as the exclusive bargaining representative of all those certified professional employees who are employed by the Board of Education of the Town of Vernon and who are eligible for membership in the administrators' unit as defined in Section 10-153b(a)(1), *et seq.*, of the Connecticut General Statutes.

B. Unless otherwise indicated, the term "Administrator" when used hereinafter in this Agreement shall refer to all employees identified by Article II, Section A.

C. Unless expressly limited by a specific provision of this Agreement, the rights, powers and authority held by the Board of Education over matters involving the Vernon school district, including but not limited to, full control over the policies, procedures and regulations with respect to employees of the Board at all its schools, shall remain vested solely and exclusively in the Vernon Board of Education, subject to impact negotiations as provided by law.

### **ARTICLE III PROFESSIONAL NEGOTIATION**

A. The Board agrees to commence negotiations in good faith with the School Administrators pursuant to Section 10-153d of the Connecticut General Statutes, as amended, in accordance with the procedures set forth herein, to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the bargaining unit and shall be reduced to writing and signed by the Board and the School Administrators.

B. The Board shall cooperate with the School Administrators upon reasonable request to provide information, statistics and records, in possession of the Board and not restricted by law or confidentiality, which the School Administrators may deem necessary for proper administration of the contract. Such requests must be in writing and must be made to the Superintendent of Schools no later than seven (7) days prior to the date upon which the Association desires the information. Either party may, if it so desires, utilize the services of outside consultants or negotiators and may call upon professional and lay representatives to assist in the negotiations.

### **ARTICLE IV GRIEVANCE PROCEDURE**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to situations which may arise affecting the welfare of working conditions of Administrators. Both parties agree that proceedings shall be kept as confidential as is appropriate.

#### **B. Definitions**

1. "Grievance" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of an Administrator or group of Administrators and/or arising from the language of this Agreement or an alleged breach thereof.

2. "Administrator" shall mean those individuals identified in Article II Section B and may include a group of Administrators similarly affected by a grievance.

3. "Days" in the context of this Article shall mean calendar days.

### **C. Time Limits**

1. Since 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. If an Administrator does not file a grievance in writing within thirty (30) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved Administrator at any level to appeal a grievance in writing to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. All grievances must be processed after school hours.

### **D. Formal Procedures**

1. Level One - Superintendent of Schools (or his/her designee)

(a) The aggrieved Administrator may file his/her written grievance with the Superintendent of Schools.

(b) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved Administrator and with representatives of the School Administrators for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to party or parties concerned or their authorized representatives and the Board of Education upon written request.

(c) The Superintendent shall, within seven (7) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the School Administrators.

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 three (3) days after the decision file the grievance again with the School Administrators for appeal to the Board of Education.

(b) The School Administrators shall, within three (3) days after receipt, refer the appeal to the Board of Education.

(c) The Board of Education or its designated Grievance Committee shall, within fifteen (15) days after the receipt of the appeal, meet with the aggrieved Administrator and with representatives of the School Administrators for the purpose of resolving the grievance. A hearing of the grievance shall include testimony if offered from the aggrieved Administrator with representatives of the School Administrators if desired as well as testimony from the Superintendent or others if offered.

Both parties may be allowed to present testimony if they wish. The Board will not receive testimony after the hearing has been concluded unless both parties are notified and are present at the time such additional evidence is presented. A full and accurate record of such hearing shall be kept by the Superintendent and made available to any party or parties concerned on their written request.

(d) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the School Administrators.

### 3. Level Three - Arbitration

(a) If the aggrieved Administrator is not satisfied with the disposition of this grievance at Level Two, he/she may, within three (3) days after the decision, request in writing to the President of the School Administrators that his/her grievance be submitted to arbitration.

(b) The School Administrator's bargaining unit may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

(c) The Chairman of the Board and the President of the School Administrators shall, within five (5) 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) days, the American Arbitration Association 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 interest as he/she shall deem requisite.

(e) The arbitrator shall render his/her decision in accordance with the voluntary rules of the AAA setting forth his/her findings of fact, reasoning, and

conclusions on the issues submitted. The decision of the arbitrator shall be final and binding except as otherwise provided by law.

(f) The costs for the services of the arbitrator shall be borne equally by the Board and the School Administrators.

**F. Rights of Administrators to Representation**

1. No reprisals of any kind shall be taken by either party or by any representative of the Board against any participant in the grievance procedure by reason of such participation.

2. The School Administrators and/or the Board may, if they so desire, call upon any professional services for consultation and assistance at any stage of the procedure.

**G. Miscellaneous**

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

**ARTICLE V  
QUESTIONS OF ETHICAL CONDUCT**

A. The Town of Vernon "Code of Ethics" (Appendix II) for employees and public officials will be made a part of this contract.

**ARTICLE VI  
LEAVES OF ABSENCE**

**A. Personal Leave**

1. Eleven and twelve-month Administrators may be granted up to five (5) days' paid personal leave in each school year for imperative personal business which could not effectively be conducted outside of school hours when previously approved by the Superintendent of Schools.

2. Personal leave is not cumulative.

3. Requests for personal leave shall, when possible, be submitted to the Superintendent of Schools at least five (5) working days prior to the requested day of leave. In extreme emergencies, personal leave may be granted by the Superintendent to eligible staff members unable to request personal leave in advance.



**B. Bereavement Days**

Up to two (2) days additional leave with full pay may be granted for each occurrence of death within the immediate family. Immediate family is defined as parents, grandparents, spouse, brother, stepbrother, sister, stepsister, child, stepchild, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, great grandparents, great grandchildren, brother-in-law, sister-in-law, and also any relative who is domiciled in the employee's household.

**C. Religious Days**

If regular personal days have been used, additional time may be granted by the Superintendent of Schools.

**D. Unauthorized Absence**

Loss of pay for Administrators for unauthorized absence shall be based on the current daily rate of pay of the Administrator in the year of occurrence, as defined in Article VIII, Paragraph C.

**E. Extenuating Circumstances**

Under extenuating circumstances, additional days may be granted by the Superintendent.

**F. Maternity Leave**

Maternity leave shall be in accordance with applicable State and Federal statutes.

**G. Military Leave**

Military Leave shall be in accordance with applicable State and Federal statutes.

**ARTICLE VII  
SICK LEAVE**

A. All employees new to this bargaining unit before July 1, 2012, shall be entitled to minimum sick leave with full pay of eighteen (18) school days in each school year. Sick leave shall accumulate to not more than the number of annual work days of each Administrator. All employees new to this bargaining unit after July 1, 2012, shall be entitled to minimum sick leave with full pay of eighteen (18) days in each school year. Sick leave shall accumulate to not more than one hundred

eighty (180) days. Effective July 1, 2018, new employees to this bargaining unit shall accumulate to not more than one hundred fifty (150) sick leave days.

B. Each employee shall receive electronic notification of his/her accumulated sick leave each school year.

C. Loss of pay for Administrators exceeding their sick leave shall be based on the current daily rate of pay of the Administrator, in the year of occurrence, calculated on the basis of gross salary divided by 260 (12-month employees) or gross salary divided by the annual number of workdays for administrators working less than 12 months .

D. In the event of catastrophic illness, special consideration for an extension of sick leave may be given by application to the Board of Education. Upon approval of the Board, an Administrator may be granted additional sick leave provided the Administrator is paid the difference between a substitute's pay and the Administrator's pay.

E. Sick leave earned in the current work year shall be used before use of accumulated sick leave.

F. Up to ten (10) days of sick leave each year may be used because of the sickness or illness of an immediate family member. Immediate family is defined as parents, spouse, children, stepchildren, and any relative who is domiciled in the employee's household.

## ARTICLE VIII WORK YEAR: PAID VACATION/HOLIDAYS

A. All twelve-month Administrators will be entitled to twenty-five (25) vacation days, twenty-six (26) days in leap year, and the following paid holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Birthday
Veteran's Day	President's Day
Thanksgiving Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Independence Day - July 4
Christmas Eve Day	

Holidays falling on Saturday shall be celebrated on Friday if school is not in session. Holidays falling on Sunday shall be celebrated on Monday if school is not in session. If school is in session, the holiday will be taken on a date mutually agreed upon by the Association President and the Superintendent. For administrators working less than 12 months, holidays and vacation days will be prorated.

B. All vacation days must be submitted to the Superintendent for prior approval. No unused vacation days shall be carried into the next year. Administrators will be expected to work during the five (5) working days after the end of the school year, plus ten (10) working days before the school year commences, unless otherwise approved by the Superintendent because of special circumstances. Rockville High School and Vernon Center Middle School must have vacation schedules such that at least one administrator is present and available at each respective school on each day, except weekends and legal holidays. This coverage requirement may be waived by the Superintendent on a case by case basis.

C. If any Administrator is required by the Superintendent to cancel a previously approved vacation or is otherwise precluded from using up vacation time, or other circumstances affecting vacation planning, up to five (5) days carry-over will be permitted with the approval of the Superintendent. Vacation carry-over will not be cumulative from year to year.

## ARTICLE IX ASSIGNMENTS AND TRANSFERS

A. Assignments and transfers of staff members, within the bargaining unit, will be made by the Superintendent of Schools to best serve the interests of the educational program. Whenever possible affected staff members shall be given advance notice of assignments and transfers.

B. The salary of any Administrator reassigned to an administrative position of lesser salary shall be frozen at the amount the reassigned administrator was receiving at the time of reassignment for the lesser period of 12 school months or until the salary for the new position is equal to or greater than his/her frozen salary. This provision shall not apply to any Administrator who is reassigned or transferred because of unsatisfactory performance.

C. A meeting date, mutually agreed upon by the affected staff member and Administration will be established for the purpose of discussion of the proposed change in assignment. Failure to arrange such a meeting is not to be construed or interpreted to inhibit the Superintendent from affecting the proposed transfer or assignment as stated in Article IX, Section A.

D. The existence of vacancies of position shall be adequately publicized within the system, including a notice placed in every school building. When the need to fill a vacancy of position arises during the summer months, notification shall be sent electronically to the Administrators' Association President's work email.

E. Any administrator may challenge any involuntary transfer, as being without just cause, through the grievance procedure in Article IV.

## **ARTICLE X PROTECTION OF ADMINISTRATORS**

A. The Board shall protect and save harmless Administrators in accordance with section 10- 235 of the Connecticut General Statutes.

B. The Board shall afford Administrators those rights to which they are entitled pursuant to section 10-236a of the Connecticut General Statutes.

### **C. Freedom of Information**

1. It is recognized that inquiries or investigations may be made when allegations or complaints are made regarding professional/non-professional staff, plant and facilities, instructional/non-instructional programs and similar matters dealing directly with an Administrator's professional performance.

2. If an Administrator is the subject of such an investigation, he/she shall be given, on request, the opportunity to meet with the complainant and the Superintendent or his/her designee, except where prohibited by law.

### **D. Discipline**

1. Any disciplinary actions which may be taken by the Superintendent against an administrator must be done in accordance with due process and for just cause (except for verbal reprimands). The administrator being given due notice and an opportunity to be heard and present evidence in his/her defense. Any action taken by the Superintendent after such hearing may be appealed by the affected administrator to binding arbitration under Article IV (grievance procedure).

## **ARTICLE XI ADDITIONAL PERSONNEL**

The Board and the Association agree that prior to the submission of any recommendations to the Board of Education for the establishment of any new positions, or the elimination of any existing positions, involving certificated professional personnel who are represented by the Administrator's Association below the rank of Superintendent, the Administration shall consult with representatives of the Association so that consideration may be given to the Association's views during the formulation of any plans, projects, or proposals.

## ARTICLE XII REDUCTION IN STAFF

A. It is recognized that from time to time it may become necessary to eliminate certified staff positions in certain circumstances. The Board of Education has sole authority to reduce the educational program and determine the number of Administrators which shall be employed. This Article deals with the method in which staff reductions will be implemented and how staff members to be affected by a reduction in force will be identified.

B. When it becomes necessary to reduce the number of Administrators in the bargaining unit, the Board of Education or the Superintendent, as the case may be, shall determine and identify the areas, positions, programs, or curriculum parts in which the reduction(s) shall take place. In determining the identity of Administrators who shall thereafter be released, the following guidelines shall apply:

1. Retirements, resignations, nonrenewals and terminations among the Administrative Staff will first be reviewed to determine if the Staff is reduced in sufficient number in this manner to avoid further release of Administrators.

2. If additional Administrators within the classification to be reduced must be displaced, they will be displaced in accordance with the following rules:

- (a) Non-tenured Administrators with the least amount of seniority shall be dismissed first. If there are no nontenured Administrators, the least senior tenured administrator within the classification shall be dismissed.

- (b) Seniority as used herein shall mean length of continuous administrative service in the Vernon School System. In the event of equal seniority, total years of regular full-time administrative experience shall govern.

3.
  - (a) If through the above process, an Administrator is subject to reduction in force, he/she will be offered an administrative opening, if one exists in any other classification of equal or lower salary, for which the individual is certified and qualified; provided the administrator has had satisfactory evaluations and provided further that there exists no other administrator with less seniority, but with special skills or qualifications reasonably deemed necessary by the Superintendent to fill such opening in the best interest of the school system.

(b) Classifications referred to herein are as follows:

- 1 High School Principal
- 2 Middle School Principal
- 2 Director Pupil Personnel
- 2 Director of Teaching & Learning
- 3 Elementary Principal
- 4 Assistant Principal (High School)
- 4 Assistant Principal (Middle School)
- 4 Regional Adult Ed Supervisor
- 5 Twelve Month Coordinator
- 5 Supervisor of Special Education
- 6 Assistant Principal (Elementary)

C. In the event of an involuntary reassignment or transfer out of the Administrators' unit due to a reduction in staff under this Article, the affected Administrator shall receive a separation allowance payment for recognition of past service as an Administrator in an amount equal to one-half of the difference between the annual salary of the newly assigned position and that of the previously held Administrators' unit position for the year in which the reassignment/transfer becomes effective, payable in equal installments during the succeeding December and June. This provision shall not apply to any Administrator who is reassigned or transferred because of unsatisfactory performance.

D. Nothing herein shall be construed or interpreted to require the promotion of an Administrator to a position of higher rank, authority or compensation.

E. The Board of Education shall provide written notice to the employees to be affected by any reduction in staff with a copy to the President of the School Administrators. In any event, for such termination to be effected at the start of any school year, written notice will be given as prescribed by law.

F. All separations of Administrators under this Article shall take place in accordance with the provisions of Section 10-151 of the Connecticut General Statutes and shall not be subject to the arbitration provisions set forth elsewhere in this Agreement. Instead, any hearings necessary in cases of separations of staff members shall be conducted in accordance with the provisions of the Connecticut Teacher Tenure Law.

G. Any Administrator who is subject to a Reduction in Force (RIF) and subsequently assumes a teaching position in the Vernon Public Schools shall be given full credit on the teachers' salary schedule for all of his/her years of service.

#### H. Recall

1. Any Administrator who is subject to a Reduction in Force (RIF) pursuant to this provision shall be placed upon a recall list for one (1) year. Such Administrator shall be recalled in the reverse order of the procedure noted above should a vacancy occur in a category for which the Administrator is eligible and as long as such Administrator applies for such vacancy in accordance with its posting.

2. If an Administrator fails to apply or refuses a position in a category for which the Administrator is eligible, the Administrator will be dropped from the recall list.

3. The personnel office shall supply a recall list to the Association President containing the names of those Administrators reassigned in accordance with the above-noted procedure. The personnel office will also supply to the Association President a copy of any posting for an Administrator's position.

### ARTICLE XIII RETIREMENT

#### A. Retirement Pay

Upon the retirement or death of the Administrator, such Administrator or his/her survivor shall be paid an amount equivalent to three (3) days' compensation established by the individual's current daily rate of pay at time of retirement or death for each year of service to the Vernon Board of Education. Retirement will be based upon the current interpretation of the rules and regulations of the Connecticut Teachers Retirement Board.

The employee shall notify the Board in writing of his/her intention to retire no later than January 1st of the year of the planned retirement from Vernon, unless an exception is granted by the Board. Notification received after January 1st, with no exception granted by the Board, shall result in the retirement pay being paid in the next budget year in which the amount must be properly budgeted.

**B. Retirement Insurance**

**1. Medical**

The Vernon Board of Education will carry the names of retired or incapacitated Administrative personnel from the Vernon School System of the Town of Vernon on the list of persons covered by the Board's medical insurance programs. The conditions for maintaining these names on the aforementioned lists are that the Board provides such coverage for other employees and that the retired or incapacitated personnel prepay the cost of such coverage as shall be determined necessary by the Director of Business and Finance of the Board of Education. At the time of retirement, the Vernon Board of Education shall enter into agreement with the retiree for said coverage.

All retired administrators who are eligible for Medicare coverage are not eligible to continue coverage under Board of Education-provided insurance available for active employees, and must take coverage under the State Teacher Retirement Board insurance plan.

**2. Life**

The Board agrees to carry retirees or incapacitated Administrators on its insurance rolls, at no cost to the Board, provided its eligible retirees or incapacitated Administrators pay the full cost of insurance coverage at prescribed intervals to be established by the Board's Director of Business and Finance. This provision is subject to the approval of the group insurance carrier to offer a retired life class featuring age declining term insurance that terminates at age 75.

**ARTICLE XIV  
SALARIES**

The salaries of all certificated professional employees shall be in accordance with the Salary Schedule (Appendix I), which is attached hereto and made a part hereof.

**ARTICLE XV  
SALARY ADJUSTMENTS AND DEGREE DEFINITIONS**

The Salary Schedule listed in Appendix I of this Agreement shall be interpreted and applied in accordance with the following definitions:

**A. Salary Adjustment**

In order to receive salary adjustments, official transcripts must be forwarded



to the Superintendent's Office. Salary adjustment will be made twice a year. The Superintendent's office must be notified by January 1 of the year prior to the expected salary adjustment. Official transcripts must be received and in the Superintendent's Office no later than the succeeding October 1st for first half-year adjustment and no later than March 1st for second half-year adjustment.

1. Sixth Year

Completion of thirty (30) hours above the Master's or a Sixth Year in a planned program previously approved by the Superintendent of Schools, earned at an accredited college or university acceptable to the Board of Education, for an educational bonus award. All administrators hired after July 1, 2018 must have a Sixth Year degree to receive this differential.

2. Doctorate Degree

Completion of degree work, equivalent to thirty (30) hours above the Sixth Year, including the written thesis, earned at an accredited college or university acceptable to the Board of Education, for an educational bonus award, upon submission to the Superintendent of an official statement confirming a Doctorate Degree.

## ARTICLE XVI HEALTH INSURANCE

### A. Health Insurance

The HSA shall, as required, be a high deductible health plan which shall have a \$2,000 single and \$4,000 family annual deductible for in-network services. Out-of-network services will also be subject to a \$2,000/\$4,000 initial deductible. Once the deductible is met, there shall be no coinsurance payments required for **in-network** covered services. **Out-of-network** services shall be subject to a 70% Plan payment/30% member coinsurance payment, to a coinsurance payment maximum of \$2,000 for individual coverage and \$4,000 for family coverage. This coinsurance payment shall be in addition to the initial deductible.

A HSA shall be established by the Board for each eligible employee who elects to take insurance. The Board shall deposit the sum of \$1,000 for an employee with individual (single) coverage, and \$2,000 for family coverage in the employee's HSA account.

Employees who are not eligible for an HSA may participate in a Health Reimbursement Account (HRA) with the Board providing the same contributions towards reimbursement as in the HSA.

The parties acknowledge that the Board's Contribution toward the funding of the HSA and/or HRA plans is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees.

**HSA PRESCRIPTION DRUG COVERAGE:** Prescription drugs are covered as part of the HSA plan and will count toward satisfying the applicable \$2,000/\$4000 deductible. Prescription drug co-pays for drugs purchased after the deductible has been satisfied will be subject to employee co-pays of \$5/\$20/\$35 during 2018-22 for generic, preferred name brand, and non-preferred name brand, respectively, for a 30 day supply. A ninety day supply is available through mail order at twice (2X) the normal 30-day co-pay.

1. The premium share contribution levels for administrators who select the Health Insurance shall be:

2018-2019	18%
2019-2020	18.5%
2020-2021	19.5%
2021-2022	20%

#### **B. Dental Coverage**

The Board shall provide the Anthem full service dental plan coverage for employees and their eligible dependents with writers A, B, C, and D. Any employee who elects any of the available dental riders must select all dental riders as a package. Employee shall contribute 35% of the premium toward the cost of such coverage.

#### **C. Self-Insurance Option/Competitive Selection**

The Vernon Board of Education may provide health insurance coverage for bargaining unit members through alternate carriers or through self-insurance. In no case shall the coverage and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the coverage available to Administrators under the group health insurance policies described elsewhere in this Article. Should the Vernon Board of Education desire to change insurance carriers and/or self-insure, the Association President shall be first notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative coverage proposed will provide equal coverage to those provided by the group plans described elsewhere in this Article, binding arbitration as set forth under Article IV of this Contract may be immediately implemented at the request of the Association or the Board. Such arbitration shall take place before an impartial

arbitrator with expertise in insurance. None of the individual coverage set forth in this Article shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section; the privacy of the members of the unit shall be fully respected.

**D. Coordination of Benefits**

In accordance with the provisions of Connecticut General Statutes Section 38-262h, separate coverage required under such statute shall be made available by the Vernon Board of Education to married members of the bargaining unit whose spouses are also employed by the Vernon Board of Education. At the option of the Vernon Board of Education, additional insurance coverage required under Section 38-262h may be provided by the Board through self-insurance. In no case, however, shall any member of the bargaining unit suffer any economic loss or reduction of coverage through self-insurance.

**E. Disability Coverage**

Disability coverage will be provided at no cost to Administrators. Disability coverage begins after 180 calendar days and will pay up to 50% of the administrator's average monthly salary (to a maximum of \$8,000 per month). This coverage is conditioned upon a favorable review by the Town Insurance Advisory Committee and recommended bid procedures for acquiring said coverage.

**ARTICLE XVII  
LIFE INSURANCE**

The Board agrees to provide and pay for Term Life Insurance coverage in the amount of two and a half the individual's annual gross salary rounded to the nearest thousand dollars. Individual Administrators will have the option to buy additional insurance at group rates, contingent upon the insurer's offering of said coverage.

**ARTICLE XVIII  
MANAGEMENT RIGHTS**

A. The Board reserves and retains, solely and exclusively, all its rights, express or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement. The Association agrees that the functions and rights of management belong solely to the Board and that the Association will not interfere with the Board's exercise of these rights and functions.

**B. Enumerated Rights.** The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels for financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of employees required to promote the efficient operation of the school system; distribute work to employees in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for employees; transfer employees; determine the procedures for promotion of employees; create, enforce and, from time to time, change rules and regulations concerning discipline of employees; discipline, suspend or discharge employees; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system. The Board shall not, however, exercise any of the rights listed herein in a manner that contravenes an express provision of this Agreement. Notwithstanding the terms expressed herein, the Board shall not unilaterally change major terms and conditions of employment that are mandatory subjects of bargaining. The Association retains its right to negotiate the impact of any changes implemented by the Board in conformity with Connecticut General Statutes.

**C. Unenumerated Rights.** The listing of specific rights in Subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

## **ARTICLE XIX GENERAL PROVISIONS**

**A.** This Agreement contains the full and complete agreement between the Board and the School Administrators and neither party is required to

renegotiate upon any item whether it is covered or not, during the term of this Agreement.

B. In the event that any provisions or portions of this Agreement are 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 and the invalidated provisions or portion of this Agreement shall be renegotiated and amended pursuant to Section 10-153f (e) of the Connecticut General Statutes, as may be amended.

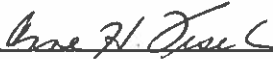
C. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the School Administrators, which amendment shall be appended hereto and become a part hereof.

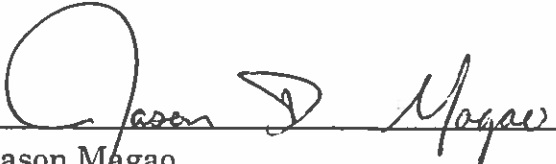
## ARTICLE XX DURATION AND HOLDOVER

A. The provisions of this Agreement shall be effective as of July 1, 2018, and shall continue and remain in full force and effect to and including June 30, 2022.

B. In the event that the Board and the Association shall fail to secure a Successor Agreement prior to the termination of this Agreement, the Board or the School Administrators may elect to extend the duration of this Agreement until a Successor Agreement is made. Such Successor Agreement shall become effective on July 1st of the year in which the current Agreement would otherwise have expired.

This Agreement is made and entered into on the 11th day December, 2017, by and between **THE VERNON BOARD OF EDUCATION** and **THE VERNON SCHOOL ADMINISTRATORS' ASSOCIATION**.

 12/13/17  
\_\_\_\_\_  
Anne Fischer  
Chairperson, Vernon Board of Education

 12/13/17  
\_\_\_\_\_  
Jason Magao  
President, Vernon School Administrators' Association

## APPENDIX I

### Vernon School Administrators' Salary Schedule 2018-2019

Each salary range consists of eight (8) steps with step one at minimum and step eight at maximum. An educational differential based upon further graduate study will be paid to eligible Administrators as provided below:

8 steps	2018-2019		
	Minimum	Step	Maximum
High School Principal	\$133,643	\$2,820	\$153,387
Middle School Principal	\$128,614	\$2,820	\$148,359
Director of Pupil Personnel			
Director of Teaching & Learning			
Elementary Principal (575+)	\$126,103	\$2,820	\$145,845
Elementary Principal (575-)	\$123,584	\$2,820	\$143,328
Asst. Principal (High School)	\$121,069	\$2,820	\$140,815
Asst. Principal (Middle School)	\$121,069	\$2,820	\$140,815
Regional Adult Ed. Supervisor	\$121,069	\$2,820	\$140,815
12- Month Coordinator	\$114,782	\$2,820	\$134,525
Special Education Supervisor			
Assistant Principal Elementary	\$105,339	\$2,195	\$120,702

\* No Step movement in 2018-19

#### Educational Differential

6<sup>th</sup> Year = \$1,400  
Doctorate = \$2,800

## Vernon School Administrators' Salary Schedule 2019-2020

Each salary range consists of eight (8) steps with step one at minimum and step eight at maximum. Each Administrator not on maximum shall advance one step on the salary schedule effective July 1 this year of the contract. An educational differential based upon further graduate study will be paid to eligible Administrators as provided below:

8 steps	2019-2020		
	Minimum	Step	Maximum
High School Principal	\$135,461	\$2,859	\$155,473
Middle School Principal	\$130,363	\$2,859	\$150,377
Director of Pupil Personnel			
Director of Teaching & Learning			
Elementary Principal (575+)	\$127,818	\$2,859	\$147,828
Elementary Principal (575-)	\$125,265	\$2,859	\$145,277
Asst. Principal (High School)	\$122,716	\$2,859	\$142,730
Asst. Principal (Middle School)	\$122,716	\$2,859	\$142,730
Regional Adult Ed. Supervisor	\$122,716	\$2,859	\$142,730
12- Month Coordinator	\$116,343	\$2,859	\$136,355
Special Education Supervisor			
Assistant Principal Elementary	\$106,772	\$2,225	\$122,344

### Educational Differential

6<sup>th</sup> Year = \$1,400

Doctorate = \$2,800

**Vernon School Administrators' Salary Schedule  
2020-2021**

Each salary range consists of eight (8) steps with step one at minimum and step eight at maximum. An educational differential based upon further graduate study will be paid to eligible Administrators as provided below:

8 steps	2020-2021		
	Minimum	Step	Maximum
High School Principal	\$138,508	\$2,923	\$158,971
Middle School Principal	\$133,296	\$2,923	\$153,760
Director of Pupil Personnel			
Director of Teaching & Learning			
Elementary Principal (575+)	\$130,694	\$2,923	\$151,155
Elementary Principal (575-)	\$128,083	\$2,923	\$148,546
Asst. Principal (High School)	\$125,477	\$2,923	\$145,942
Asst. Principal (Middle School)	\$125,477	\$2,923	\$145,942
Regional Adult Ed. Supervisor	\$125,477	\$2,923	\$145,942
12- Month Coordinator	\$118,961	\$2,923	\$139,423
Special Education Supervisor			
Assistant Principal Elementary	\$109,174	\$2,275	\$125,096

**\* No Step movement in 2020-21**

**Educational Differential**

6<sup>th</sup> Year = \$1,400

Doctorate = \$2,800



**Vernon School Administrators' Salary Schedule  
2021-2022**

Each salary range consists of eight (8) steps with step one at minimum and step eight at maximum. Each Administrator not on maximum shall advance one step on the salary schedule effective July 1 this year of the contract. An educational differential based upon further graduate study will be paid to eligible Administrators as provided below:

8 steps	2021-2022		
	Minimum	Step	Maximum
		1.28%	
High School Principal	\$140,281	\$2,960	\$161,006
Middle School Principal	\$135,003	\$2,960	\$155,728
Director of Pupil Personnel			
Director of Teaching & Learning			
Elementary Principal (575+)	\$132,367	\$2,960	\$153,089
Elementary Principal (575-)	\$129,723	\$2,960	\$150,447
Asst. Principal (High School)	\$127,083	\$2,960	\$147,810
Asst. Principal (Middle School)	\$127,083	\$2,960	\$147,810
Regional Adult Ed. Supervisor	\$127,083	\$2,960	\$147,810
12- Month Coordinator	\$120,483	\$2,960	\$141,207
Special Education Supervisor			
Assistant Principal Elementary	\$110,571	\$2,303	\$126,698

**Educational Differential**

6<sup>th</sup> Year = \$1,400

Doctorate = \$2,800

## **APPENDIX II**

### **ORDINANCE ESTABLISHING A CODE OF ETHICS**

The Council of the Town of Vernon hereby repeals Ordinance #55 entitled "Ordinance Concerning Conflict of Interest in the Town of Vernon" and pursuant to the provisions of Section 7-148h of the Connecticut General Statutes hereby adopts the following CODE OF ETHICS:

#### **Section 1. DECLARATION OF POLICY**

The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a Code of Ethics for all Town officials, employees, individual(s), partnership(s), corporation(s) or other entities as defined hereinafter is adopted. The purpose of this Code is to establish guidelines for ethical standards of conduct for all such officials, employees, individual(s), partnership(s), corporation(s) or other entities by setting forth those acts or actions that are incompatible with the best interests of the Town and by directing disclosure by such officials, employees, individual(s), partnership(s), corporation(s) or other entities of private financial or other interests in matters affecting the Town.

#### **Section 2. BOARD OF ETHICS - CREATED: PURPOSE**

There is hereby created a Board of Ethics (hereinafter referred to as "Board") for the purpose of rendering advisory opinions and making recommendations with respect to the drafting and adoption of amendments to this Article.

#### **Section 3.**

##### **A. APPOINTMENTS**

The Board shall consist of five (5) regular members and two (2) alternate members, all of whom shall be electors of the Town. No more than three (3) regular members and no more than one (1) alternate member shall be from one political party. The initial regular and all alternate members shall be appointed by the Council upon recommendation by the Mayor from a list compiled and submitted by any member of the public or Town organization. The term shall be five (5) years except that of the initially appointed regular members, one (1) shall serve for one (1) year, one (1) for two (2) years, one (1) for three (3) years, one (1) for four (4) years and one (1) for five (5) years. The two (2) alternate members shall be appointed in the same manner for terms of five (5) years. The duties of such alternate members

shall be to sit upon such Board whenever a regular member is unavailable to do so; such sitting alternate member shall have all of the obligations and duties of a regular member. A member may resign at any time by written notice to the Mayor and the Town Clerk. Any such resignation shall become effective upon date specified therein or, if no date is so specified therein, upon date of its submission. No regular or alternate member who serves a five (5) year full term shall be reappointed sooner than one (1) year following the completion of that term.

#### **B. VACANCIES**

Vacancies on the Board among its regular members shall be filled by the Mayor from alternate members of the Board. Vacancies on the Board among its alternate members shall be filled by the Council upon recommendation by the Mayor from a list compiled and submitted by any member of the public or any Town organization.

#### **C. REMOVAL**

Any regular or alternate member of the Board may be removed by the Mayor subject to approval by nine (9) members of the Town Council.

#### **D. CONFLICTS**

No regular or alternate member of the Board shall render or agree to render any service to any person or entity other than the Town in connection with any cause, proceeding, application or other matter which is before any agency, board, department, panel, commission or other official entity of the Town, nor shall such member serve as a member of any such agency, board, department, panel, commission or entity.

### **Section 4. ORGANIZATION AND PROCEDURE**

The Board shall annually elect a chairperson and secretary from among its members. Pursuant to the provisions of the State Freedom of Information Act, the Board shall keep records of its meetings and shall hold meetings after proper notice at the call of the chairperson and at such other times as the Board may determine. For the purpose of conducting a meeting or hearing five (5) members shall constitute a quorum. Any action taken by the Board shall be by a majority vote of the members present and voting. At least once a year, the Board shall meet for the purpose of reviewing this ordinance and making any recommendations with respect to the drafting and adoption of amendments to this ordinance.

### **Section 5. DUTIES AND POWERS**

A. The Board may make recommendations for amendments to this Code

of Ethics for adoption by the Town Council.

B. The following may submit written requests directly to the Board of Ethics regarding appropriate situations pursuant to this document: Mayor, Town Administrator, Town Council, Superintendent of Schools, Board of Education, or the public at large. The Ethics Board must respond to the submittal per Section 13 and any opinions shall be directed to the agency or person requesting them.

C. Promulgate Rules and Regulations.

D. Hear complaints and render decisions.

## **Section 6. EXPENSES AND COMPENSATION**

The members of the Board shall serve without compensation for their services. In the performance of its duties and in the exercise of its powers, the Board shall not incur any expense in excess of the funds appropriated by the Council for such purpose.

## **Section 7. APPLICABILITY**

The provisions of this Code shall apply to all Town officials and employees, whether elected or appointed, paid or unpaid, including individual(s), partnership(s), corporation(s) or other entities which have been or will be compensated by the Town for acting as an agent or consultant for the Town or any of its Boards. The term "town officials" as used in this Code, shall include members of the Town Council, members of the Board of Education, and all Officials appointed by the Town Council, Board of Education, Mayor or the Town Administrator. The term "town employees", as used in this Code, shall include all employees of the Town and Board of Education.

## **Section 8. CONFLICTS OF INTEREST**

A person who is subject to this Code has an interest which is in substantial conflict with proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of the State of Connecticut and the Town of Vernon if he has reason to believe or expect that he will derive a direct monetary gain or other benefit, or suffer a direct monetary loss or other detriment, as the case may be, by reason of his official activity. He does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of the State of Connecticut and the Town of Vernon if any benefit or detriment accrues to him as a member of a business, profession, occupation or group. For the purpose of this Code, a public officer or employee shall be deemed to have an interest in the affairs of his

or her spouse.

## Section 9. STANDARDS OF CONDUCT

A. Any official, employee, individual(s), partnership(s), corporation(s) or other entities, who has or may have a substantial or controlling financial or significant personal interest in any property or matter which is the subject of any pending or proposed proceeding before any Town Agency on which such person sits or by whom such person is employed, shall make known promptly such interest in any matter on which he may be called to act in his official capacity. He shall refrain from voting upon such transaction, contract or sale.

B. No official, employee, individual(s), partnership(s), corporation(s) or other entities shall accept, during the course of any twelve (12) month period, any individual gift over the sum of fifty (50) dollars or any gifts which in the aggregate costs one hundred (100) dollars. The limits on gifts may be changed from time to time by resolution of the Town Council. Gifts, as used above, may take the form of service, loan, thing or promise from any person, firm or corporation which, to his knowledge, is interested in directly or indirectly, in any manner whatsoever, in business dealings with the Town having any relationship or connection with such official or employees in the discharge of his duties.

C. No official, employee, individual(s), partnership(s), corporation(s) or other entities, without proper legal authorization, shall disclose confidential information except as required under the Freedom of Information Laws of the State of Connecticut, concerning the property, government or affairs of the Town. No official, employee, individual(s), partnership(s), corporation(s) or other entities shall use information acquired in the course of his public duties, to advance the financial or other private interest of himself or any other.

D. No official, employee, individual(s), partnership(s), corporation(s) or other entities shall request or permit the use of Town-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for the use of such official, employee, individual(s), partnership(s), corporation(s) or other entities, in the conduct of official business or such use as in connection with exchange of private equipment for use by the Town. No official, employee, individual(s), partnership(s), corporation(s) or other entities shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

E. No official, employee, individual(s), partnership(s), corporation(s) or other entities shall for the period of one (1) year after the termination of service or employment with such municipality, appear before any board or agency of the Town or in any matter in litigation in which the Town is a party in interest, except

on behalf of the Town for compensation by any private interest to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his active consideration.

F. To the extent that he knows thereof, all officials, employees, individual(s), partnership(s), corporation(s) or other entities of the Town, whether paid or unpaid, who participate in the discussion or give official opinions to boards and commissions or to a Town meeting on pending legislation, shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he has in such legislation.

G. No official, employee, individual(s), partnership(s), corporation(s) or other entities shall render or agree to render for compensation any service to any person or party other than the Town, in connection with any cause, proceeding, application or other matter which is before any Town Agency over which he has direct control or involvement. This does not prohibit any Town official, employee, individual(s), partnership(s), corporation(s) or other entities from appearing before any board or commission on such person's own behalf or as official spokesman for an organization of which he is a member, provided such appearance does not violate Sections 8-11 and 8-21 and 22a-42 of the Connecticut General Statutes and Public Act 83-540 or any other provision of the Code.

H. No Town official, employee, individual(s), partnership(s), corporation(s) or other entities, who in their capacity as such officer or employee, participates in the making of a contract or accepts a purchase order in which they have a private pecuniary interest, direct or indirect, shall enter into any contract or accept any purchase order from the Town or Board of Education unless:

1. The contract or purchase is awarded through the process of public notice and competitive bidding as required by the Town Charter and Board of Education Policy.

2. The Town Administrator for the Town, or Superintendent of Schools for the Board of Education waives the requirements of this Section after determining that it is in the best interest of the Town to do so.

- I. No employee shall engage in or accept private employment or render service, for private interest, when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties, unless otherwise permitted by law and unless disclosure is made as provided in this Code.

## **Section 10. EXCEPTIONS TO THE CODE**

A. Nothing stated herein shall bar members of the Town Council who are employed as teachers in the Town of Vernon, or whose spouses or other family members are so employed, from taking part in deliberations and voting regarding the Board of Education budget if at such time teacher compensation for the forthcoming year has been established and is not directly affected by such votes.

B. Nothing stated herein shall bar members of the Board of Education or their employees from discharging its responsibilities according to applicable state education mandates, statutes, and regulations. Where conflicts exist between state law and this Code, state law shall prevail.

C. A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of this state to engage in the making of such loans shall not be deemed to create an interest in violation of this Code.

D. The ownership of less than five (5%) percent of the outstanding stock in a publicly held corporation shall not be considered a substantial financial or personal interest.

## **Section 11. ADVISORY OPINIONS**

A. Where any public officer or employee, individual(s), partnership(s), corporation(s) or other entities has a doubt as to the applicability of any provision of this Code to a particular situation or as to the definition of terms used herein, he may apply to the Board for an advisory opinion. The officer, employee, individual(s), partnership(s), corporation(s) or other entities shall have the opportunity to present his interpretation of the facts at issue and of the applicability of provisions of the Code before such advisory opinion is made.

B. Such opinion until amended or revoked shall be binding on the Town, the Town Council, and the Board of Education in any subsequent actions concerning the public officer, employee, individual(s), partnership(s), corporation(s) or other entities who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion.

C. Any advisory opinion prepared by the Board shall be made public. However, the name of the person requesting the opinion and the names of all persons or business entities mentioned in the opinion shall be deemed confidential information and shall not be disclosed by the Board unless the public officer, employee, individual(s), partnership(s), corporation(s) or other entities waives such confidentiality or where the Board deems the public official to have failed to act in conformance with the opinion.

## **Section 12. SEPARABILITY**

If any provision of this ordinance is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Code which can be given effect without the invalid or unconstitutional provision or application.

## **Section 13. SANCTIONS**

Violations of any provisions of this Code should raise conscientious questions for the official concerned as to whether voluntary resignation or other action is indicated to promote the best interest of the Town. Violation may, upon determination by the Council or the Board of Education, constitute a cause for censure, suspension, removal from office or other appropriate legal proceedings. In the case of suspension or removal from office the Town Charter Provisions will be in force. If a commission member's status is to be changed, then it would be up to the Mayor to proceed.

## **Section 14. PROCEDURE FOR HANDLING COMPLAINTS**

A. The Board of Ethics will conduct its investigations as a fact-finding body, adhering to strict confidentiality in all matters concerned, and will render advisory opinions containing its findings and conclusions.

B. Requests concerning complaints shall be received by the Board of Ethics only in compliance with Section 5 of the Code.

C. Upon receipt of a complaint, the Board shall determine whether said complaint falls within its jurisdiction within ten (10) working days.

1. If said complaint does not fall within the jurisdiction of the Board, the case will be dismissed and the complainant and the accused will be so notified in writing.

2 a. If the Board has any questions concerning jurisdiction, the complainant will be notified in writing to meet with the Board to clarify the allegation in detail, with said meeting to take place within thirty (30) days of notification to the complainant.

2b. After meeting with the complainant, the Board shall make a final determination as to jurisdiction.

3. If the Board determines it has jurisdiction, then within five



(5) working days after such determination, the accused shall be notified in writing of the alleged violation of the Code of Ethics and that he/she may elect to have all proceedings open according to the Freedom of Information Act. Upon receipt of said notice, the party so notified shall have the right to file a response within ten (10) working days and may, within said time period, demand a hearing by the Board. If a hearing is so requested, it shall be convened within twenty (20) working days after such request. If no request for hearing is made, the Board by a vote of at least three (3) members shall determine within thirty (30) working days after the mailing of the notice of such complaint whether a hearing is required. In the event a hearing is held, the person against whom such complaint is filed shall be notified in writing of the date, time and place of the hearing, within five (5) working days, as will the person who filed the complaint. In such hearing, the person against whom such complaint is filed shall have the right to counsel, to confrontation of all witnesses, to cross-examination and to present evidence on his or her behalf. All notices to the person about whom such complaint was made shall be mailed by certified mail.

D. All hearings and investigatory meetings are subject to the provisions of the Freedom of Information Act (CGS 1-18a through 1-21k as maybe amended).

E. All affected parties to be interviewed shall be notified that the meeting is being held in open or executive session, sworn in, and cautioned to observe confidentiality in the event of an executive session.

F. The Board, pursuant to Connecticut General Statutes Section 7-148h, may issue subpoenas or subpoenas *duces tecum*, enforceable upon application to the Superior Court, to compel the attendance of persons at hearings and the production of books, documents, records and papers.

G. If hearings or investigatory meetings are held in executive sessions, the accused shall be afforded the opportunity to be present during said executive sessions.

H. The Board shall issue a written decision with respect to violations of this Code on each case within ten (10) working days in which it shall give facts and the rationale for the decision.

I. Copies of the decisions shall be forwarded to the initiator of the request (Town Council or Town Administrator or Mayor; Board of Education or Superintendent of Schools or complainant), and the subject of the complaint.

J. The Board of Ethics shall maintain a record of all complaints filed. If, in the Board's opinion, it perceives abuse in filing of baseless or frivolous complaints by an individual or organization, the Board shall be empowered to apply

sanctions against said complainant(s) according to policies it adopts as enacted by Town Council.

## **Section 15. REPORT TO COUNCIL OR BOARD OF EDUCATION**

The Board shall report to the Council or Board of Education, as jurisdictionally appropriate, its findings as to a violation of the Code of Ethics, together with recommendations as to disposition to be made. If there was a defined violation of this Code, the Council or Board of Education shall consider such findings and shall determine what disposition shall be made. If the Council or Board of Education wishes to proceed on the recommendation of the Board of Ethics, it shall take the appropriate action as may be indicated in Section 13 of this ordinance. Upon written request of the accused, the Council or Board of Education may elect to follow the general outline of Section 14, however, the process shall take no longer than twenty (20) working days. A special exception may be granted to the time period at the discretion of the Council or Board of Education.

## **Section 16. GENERAL GUIDELINES FOR TOWN OFFICIALS**

The requirements herein set forth shall constitute a Code of Ethics establishing reasonable standards and guidelines for the ethical conduct of Town officers of the Town of Vernon. The purpose of these guidelines is to encourage Town officials to actively participate and vote on as many issues as their conscience allows but still act in a consistent manner. If a Town official finds that he/she is abstaining from voting frequently, he/she should obtain an advisory recommendation from the Ethics Commission or consider resigning.

Town officials of any Commission or Board who are officers or directors of a nongovernmental civic group, social, charitable or a religious organization, which is seeking financial or other legislative action from that body, shall not vote on such matters. Regular members of any organization who are not actively involved in seeking that specific legislative aid may vote on any legislation and need not disclose they are members of that organization.

Town officials of any Commission or Board who are officers, directors, or active in negotiations of a union that is affiliated with any union of Town employees shall disclose that relationship and shall not vote in any matters that affect that union or conditions of employment of any union of Town employees.

Town officials of any Commission or Board who are employed in a profession or by a company which may be affected by legislation shall disclose that fact, but may vote on such legislation as long as they receive no direct compensation or benefit or will be affected in any way different from all individuals employed by that company or in that profession.

Town officials, who are members of any Commission or Board who are state legislators or are active in promoting, lobbying for or drafting related legislation at the state level, shall disclose that interest and may vote on such legislation at the Town level.

#### **Section 17. DISTRIBUTION OF CODE OF ETHICS**

The Town Clerk shall cause a copy of this Code of Ethics to be distributed to every Town officer and employee of the Town within thirty (30) days after enactment of this Code. This Code shall be made known and available to individual(s), partnership(s), corporation(s), or other entities doing business with the Town. Each public officer and employee elected, appointed or engaged thereafter shall be furnished a copy before entering upon the duties of this office or employment.

**APPENDIX III – SEE ATTACHED**

A summary of Benefits will be attached to this contract before July 1, 2018.

## MEMORANDUM OF UNDERSTANDING

James Harrison was employed as an administrator in the bargaining unit position prior to July 1, 2003 and is thus eligible for the Early Retirement benefits as set forth below.

### Early Retirement Incentive Plan

The following provisions of this contract concerning Early Retirement shall be applicable only to Administrators employed in VSAA bargaining unit positions as of July 1, 2003. All Administrators hired after July 1, 2003 shall not be eligible for Early Retirement benefits. Those current Administrators employed as of July 1, 2003 who are eligible for Early Retirement benefits are listed on Appendix IV of this contract.

An Administrator who elects to retire within five (5) years of his/her eligibility for a normal retirement allowance from the State of Connecticut and whose combination of years of service and age equal or exceed 75, shall be entitled to an early retirement allowance, subject to the following conditions: "Retirement" shall mean retirement under the State Teacher Retirement System. "Normal Retirement" shall mean retirement under the State Teacher Retirement System in which the administrator is entitled to a retirement allowance without proration, i.e., 60 years of age and 20 years credited service in the public schools of Connecticut or any age and 35 years of credited service, at least 25 of which are credited years of service in the public schools of Connecticut, whichever occurs first, (Sec. 10-183f (a) Connecticut General Statutes). Early retirement shall mean the four (4) years preceding and the year of "Early Retirement", i.e.,

31-35 years' experience, inclusive, and any age, or  
16-20 years' experience, inclusive, and age 60 or over, or  
56-60 year of age, inclusive, and 20-31 years' experience, inclusive.

Minimum retirement age shall be age 55. Service shall be defined as any public school teaching/administrative responsibilities at the elementary or secondary level where the Administrator was employed on a regular continual basis and received credit for a year of service in the Connecticut State Teachers Retirement Plan ("CSTRP"). Temporary or substitute service or military experience that has been purchased in the CSTRP will be included. Early retirement age shall be that of the Administrator at the date of retirement. The Administrator will select the option of choice within one month of the Board's approval of the request for early retirement.

As to insurance coverage under all of these options, all retired teachers who are eligible for Medicare coverage are not eligible to continue coverage under Board of

Education-provided insurance for active employees, and must take coverage under the State Teacher Retirement Board insurance plan.

The options available to the Administrators are as follows.

1. Deferred Severance Payment

Plan A

The Vernon Board of Education shall pay a retiring Administrator 12.5% of his/her salary at the time of retirement each year for a period of seven (7) years.

Plan B

The Vernon Board of Education shall pay a retiring Administrator 15% of his/her salary at the time of retirement each year for a period of 5 years.

Plan C

The Vernon Board of Education shall pay a retiring Administrator 50% of his/her salary at the time of retirement in one payment.

All annual amounts due under Plans A, B, or C shall be paid in two equal installments. The first payment will be issued five (5) months after date of retirement and all payments thereafter will be issued every six (6) months in equal payments.

2. Retiree Health Insurance

Plan A

The Vernon Board of Education shall pay 15% of the cost of the Board's medical, dental and dependent child rider insurance benefits in Article XVIII each year for a period of 5 years.

Plan B

The Vernon Board of Education shall pay 20% of the cost of the Board's medical, dental and dependent child rider insurance benefits in Article XVIII each year for a period of 3 years.

Plan C

The Vernon Board of Education shall pay 100% of the cost of the

Board's medical, dental and dependent child rider insurance benefits in Article XVIII for one year.

3. Retirement at any time under this option shall permit the employee to maintain coverage at his/her own expense in group insurance plans provided under this contract, in accordance with eligibility rules of the master policies.

4. The employee shall notify the Board in writing of his/her intention to retire early under this option not later than January 1st of the year of planned retirement from Vernon. Notice of intent to retire early shall be irrevocable after January 1st. All early retirements under this plan shall be effective September 1st after notice of intent to retire is given, unless a different effective date is approved by the Board of Education.

5. In recognition that early retirement is not an insurance benefit, monies due an Administrator who retires early under this plan, but who dies before all payments under this plan are received, shall be paid to the employee's estate at the same rate as if the employee had not died.

6. In the event that any provision of the foregoing Early Retirement Incentive Plan is declared to be illegal under federal or state statutes or regulations, the parties will forthwith commence negotiations pursuant to section 10-153 of the Connecticut General Statutes to arrive at an Early Retirement Plan which complies with said statutes or regulations. It is the intention of the parties that the provisions of the foregoing Early Retirement Incentive Plan not be applied in a manner which offends any such statutes or regulations and that if reopener negotiations are required as provided herein, the substantive early retirement benefits under the plan be preserved if this can be done without materially changing the structure of the plan.