### MEMORANDUM OF UNDERSTANDING

## BETWEEN THE NORWICH BOARD OF EDUCATION

#### AND

## THE NORWICH SCHOOL ADMINISTRATORS ASSOCIATION

This Memorandum of Understanding ("MOU") is entered by and between the Norwich Board of Education ("the Board") and the Norwich School Administrators Association (the "Association").

WHEREAS, the Board and the Association negotiated a successor collective bargaining agreement during the fall of 2021 and reached a tentative agreement for a successor collective bargaining agreement (the "Tentative Agreement"), effective July 1, 2022 through June 30, 2025 that was ratified by both parties; and

WHEREAS, the parties signed the successor collective bargaining agreement (the "Agreement") on January 11, 2022;

WHEREAS, the Agreement signed by the Parties on January 11, 2022 erroneously omitted several elements of the Tentative Agreement that the parties wish to codify through this MOU as part of the Agreement.

NOW THEREFORE, the Board and the Association agree to the following:

1. The parties agreed within the Tentative Agreement to the following revision to Article 11, Section D:

If the administrator is involuntarily transferred to a lower paying classification, the administrator shall retain his/her former rate of pay for one year, prorated based on the number of work days associated with the new position.

The administrator will work the number of days designated for the new position.

Therefore, the parties agree that Article 11, Section D of the Agreement shall be amended follows:

If the administrator is involuntarily transferred to a lower paying classification, the administrator shall retain his/her former rate of pay for one year, prorated based on the number of work days associated with the new position. The administrator will work the number of days designated for the new position.

2. Article 16 of the Agreement shall be amended as follows:

# **E.** The following positions shall be a twelve-month work year:

- Director of Academics
- Director of Equity
- Director of Multilingual Language
- Assistant Director of Student Services

An administrator who works a twelve-month year shall receive twenty-five (25) days of vacation each year. Vacation shall be taken at times approved by the Superintendent. An administrator shall request vacation time to the Superintendent in writing sixty (60) days in advance of taking vacation time except in cases of short term periods less than five days, in which case, the administrator must request vacation time to the Superintendent in writing fifteen (15) days in advance. Vacation shall not be taken during the week before student school year begins and the week after the student school year ends; however, the Superintendent may waive this provision on a case-by-case basis at his/her sole discretion and the parties agree that any such waiver shall not be deemed to establish a practice or precedent. Vacation may not be carried forward from one year to the next.

An administrator who works a twelve-month year shall receive twelve (12) paid holidays designated the Board. These holidays currently are as follows:

Independence Day	Christmas Day		
Labor Day	New Year's Day		
Indigenous People Day	Martin Luther King Day		
Veterans' Day	Presidents' Day		
Thanksgiving Day	Good Friday		
Day after Thanksgiving	Memorial Day		

- 3. Other than as specified herein, the Agreement shall not otherwise be modified.
- 4. The terms of this MOU are recognized as a joint agreement by the Board and the Association, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the MOU.
- 5. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.

The signatures below indicate that this MOU has been fully approved by the parties 6. and they have the capacity to act on behalf of their representative entities.

NORWICH BOARD OF EDUCATION

NORWICH SCHOOL

**ADMINISTRATORS** 

ASSOCIATION

By: <u>Colon-10</u>

DATE: 7/21/22