

COLLECTIVE BARGAINING AGREEMENT

between the

GOODWIN UNIVERSITY MAGNET SCHOOLS

and the

**GOODWIN UNIVERSITY MAGNET SCHOOLS
ADMINISTRATORS ASSOCIATION**

July 1, 2024 – June 30, 2027

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Article 1: Preamble

The Goodwin University Magnet Schools (hereinafter referred to as “GUMS”), through its Board of Directors (hereinafter referred to as “the Board”), and Goodwin University Magnet Schools Administrators Association (hereinafter referred to as the “Association”), hereby agree as set forth herein. This Agreement shall constitute the agreement the Board and the Association in the subject areas covered herein for the duration of the Agreement unless changed by the mutual consent of both parties. Previous agreements in conflict with this Agreement are superseded by this Agreement.

CORE VALUES:

Demanding equity, providing access, facilitating growth, encouraging leadership and expecting excellence is at the core of Goodwin University Magnet School System. The daily decision-making and operations of the Goodwin University Magnet School System will function according to these tenets that support our community, which includes our scholars, families, staff and external partners.

EQUITY – All administrators and members of the learning community will demand equity to provide all scholars with a voice and choice toward a high-quality, integrated education. They will challenge biases, share and listen to differing perspectives, and become passionate co-conspirators.

ACCESS – The Goodwin University Magnet School System will provide access to unique and once-in-a-lifetime opportunities for our community. The Goodwin University Magnet School System will open doors to exceptional academic and professional careers.

GROWTH – All administrators and members of the learning community will facilitate growth and understanding in our community through compassionate and diverse methods of communication and education. They will welcome the development of our communities’ physical, mental and spiritual well beings through supportive and open-minded practices.

LEADERSHIP – All administrators and members of the learning community will encourage leadership and accountability amongst our community members to prepare scholars to move forward in the world as active citizens, change-makers, innovators, critical thinkers and problem solvers.

EXCELLENCE – All administrators and members of the learning community will expect excellence from our community, whether that be academically, professionally or personally. They will empower ourselves and each other to uphold high standards in everything we do.

Article 2: Equity Statement

The Goodwin University Magnet School System intentionally disrupts the historical imbalance of power and privilege that continues to marginalize our scholars and community. As a reflective system, all administrators and members of the learning community strive to eradicate

the biases and prejudices of race, socioeconomic status, gender identity and expression, education, age, ability, ethnicity, culture, sexual orientation, language, nationality, and religion that impact our scholars as they pursue their education. Therefore, all administrators and members of the learning community honor and affirm the diverse experiences of others to empower scholars to create a more just and equitable world.

Article 3: Recognition

- A. GUMS hereby recognizes the Association as the exclusive bargaining representatives of the administrator's unit, which is defined as all of those certified professional employees who are employed by GUMS, and who are eligible for membership in the administrator's unit as defined in § 10-153b(a) et seq. of Connecticut General Statutes with respect to salaries, hours, and other conditions of employment. Nothing in this clause shall alter the rights of the parties under subsequent legislation regarding the bargaining relationship. The bargaining unit shall not include employees acting as Superintendent and Assistant Superintendent.
- B. It is recognized that the GUMS will continue to retain whether exercised or not the sole unquestioned right, responsibility, and prerogative to direct GUMS in all of its aspects, including but not limited to the following: to maintain public elementary and secondary schools or programs and such other educational activities, as, in its judgment, will best serve the interests of GUMS; to give the children GUMS serves equal advantages as may be practicable; to decide the need of schools facilities; to determine the care, maintenance, and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age, and qualifications of the pupils to be admitted into each school program; to employ, assign, and transfer administrators; to suspend or dismiss administrators of schools or programs in the manner provided by the statute; to designate the schools or programs which shall be attended by the various children GUMS serves; to prescribe the rules for the management, studies, classification and discipline for the schools; to decide the textbooks to be used; to make rules for the arrangement, use, and safe-keeping of GUMS buildings; to prepare and submit budgets. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions in this Agreement.
- C. Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, powers and authority held by the Board and GUMS pursuant to any general or special statute, ordinance, regulation or other lawful provisions, over matters involving GUMS, and the complete operational control over the policies, practices, procedures, and regulations with respect to its employees, including the right to terminate employees in accordance with law, shall remain vested solely and exclusively in GUMS and the Board.
- D. In the event that additional positions requiring an intermediate administrator or supervisor certificate that are included in the administrators' bargaining unit are created by the Board during the term of this Agreement, the parties agree, pursuant to

applicable law, to negotiate salaries and other working conditions for those additional positions.

- E. Except as set forth above, this Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue governed by this Agreement or any issue which has been a matter within the scope of bargaining which brought about the current Agreement except as may be provided by mutual agreement of the parties or required by law, including but not limited to §10-153f(e) of the Connecticut General Statutes.
- F. Length of Service: When used anywhere in this contract, length of service shall be calculated from the most recent date of hire and shall include continuous time spent as a LEARN employee during the time that LEARN operated GUMS and as a Goodwin Magnet Schools employee.
- G. Administrators employed by LEARN at GUMS during the 2023-24 school year and employed by GUMS as of July 1, 2024 shall carryover all accumulated sick days earned while employed by LEARN as their starting accumulation for employment by GUMS on July 1, 2024. Administrators employed by LEARN at GUMS during the 2023-24 school year and employed by GUMS as of July 1, 2024 may also carry over up to 10 unused vacation days into the next year.

Article 4: Definitions

In the construction of the articles of this agreement, words and phrases shall be construed according to the commonly approved usage of language, except those terms of art, those words which have acquired special meaning in education or collective bargaining, shall be interpreted accordingly.

- 1. "Board" - GUMS Board of Directors
- 2. "Association" – GUMS Administrators Association
- 3. "Administrator" - Certified professional employee who is employed by GUMS in a position requiring the Intermediate Administration or Supervision (#092) certification, or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee and, as such, is included in the administrators' bargaining unit as defined by Conn. Gen. Stat. § 10-153b (a).
- 4. "Days" shall mean regular work days at GUMS (exclusive of holidays) as determined by the approved GUMS calendar.
- 5. "Executive Board" - The duly designated officers of the Association. The Association president shall submit a list of officers of the Association to the Superintendent in September and shall keep this list current.

Article 5: Conditions of Employment

- A. The administrative work year shall be twelve (12) months with twenty-five (25) days of vacation. GUMS reserves the right to create positions with a work year of less than twelve (12) months.

As twelve (12) month employees, the salaries in this Agreement shall be based upon a work year of 260 days which includes the week prior to the opening of school, the week after the closing of school, all days on which school is in session, and the number of additional days necessary to bring the total work year to 260 days (less paid holidays and vacation days). Administrators are expected to work 220 days per year (July 1 through June 30). Work schedules shall be pending the Superintendent’s approval.

- B. GUMS recognizes the following fifteen (15) paid holidays:

| | |
|-------------------------|------------------------|
| Labor Day | New Year’s Day |
| Indigenous Peoples’ Day | Three Kings Day |
| Veterans Day | Martin Luther King Day |
| Thanksgiving | Presidents’ Day |
| Day After Thanksgiving | Good Friday |
| Christmas Eve | Memorial Day |
| Christmas | Juneteenth |
| | Fourth of July |

- C. In the event that school is canceled due to inclement weather, but the roads are not officially closed, Administrators shall use reasonable efforts to report to work given the travel conditions. Administrators shall be onsite for a minimum of four hours for such days to be counted as a work day, and otherwise the day shall be a vacation day or an emergency/necessary day. In the event that the Governor closes the roads, or the Superintendent (or designee) closes the GUMS offices due to inclement weather, Administrators shall work from home.

Article 6: Administrative Vacancies

Vacancies shall be posted for five (5) days. The Association president shall be notified of any vacancy by electronic mail. Vacancies are those remaining positions after all internal, transfers and changes in assignment have been completed by administration. Announcement date, qualifications, duties, and compensation shall be clearly stated in the notice of vacancy.

Administrative appointments shall be offered to the applicants who, in the judgment of the Board, are best qualified and will serve the best interests of the school system. If, in the

opinion of the Board, two or more applicants for a position are substantially equal, the Board will consider length of service in the district.

Article 7: Notification of Administrative Assignment/Involuntary Transfer

Administrators shall be notified, in writing, of any assignment change as soon as possible and ordinarily by June 1 of each year, if possible, or within a reasonable period of time thereafter.

Involuntary reassignments shall be made on the basis of the best educational interest of the school system. Involuntary transfer shall not be made without prior consultation between the administrator and the Superintendent at which time the administrator shall be notified of the reason for the transfer.

Article 8: Reduction in Force

In the event that positions covered by this Agreement are eliminated, the following procedure will be used:

- A. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening, if one exists, in his/her classification for which he/she is certified.
- B. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least administrative seniority in his/her classification provided that he/she is certified for the position.
- C. If there is no existing administrative opening in his/her classification and the displaced administrator has the least administrative seniority in his/her classification, he/she will be offered an administrative opening, if one exists, in any other lower classification for which he/she is certified and qualified. The displaced administrator, however, does not lose any rights to apply and be considered for administrative promotional opportunities outside of his/her classification.
- D. If there are no administrative openings in any administrative classifications and the displaced administrator has the least administrative seniority in his/her present classification but has administrative seniority over an administrator in another classification for which the displaced administrator is certified, he/she will not be offered any position outside of his/her classification.
- E. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position subject to the Reduction in Force provision of the Goodwin Education Association's contract with GUMS, but will retain their current administrative salary in the teaching position for one year.

- F. Any administrator whose contract is non-renewed or terminated pursuant to this reduction in force procedure shall remain on a recall list for one (1) year following the date of termination or non-renewal.

If a vacancy occurs in the classification from which the administrator was laid off, an administrator on the recall list shall be recalled to that position, provided that the Superintendent determines that the administrator remains qualified for the position. In determining whether the administrator is qualified to be recalled to a vacant position, the decision of the Superintendent shall be reasonable.

- G. For the purpose of this Article, administrative classifications shall be as follows: CTRA Director, CTRA Assistant Director, RMS Director, Elementary Assistant Director, Special Education Supervisor, Director of Educational Technology.
- H. “Administrative seniority” means the aggregate amount of time served in an administrative position(s) in GUMS or continuous time spent as a LEARN employee during the time that LEARN operated GUMS.

Article 9: Association Dues Deductions

Upon the submission of a voluntary written authorization signed by an administrator, if one is not already on file, the Board agrees to deduct from the administrator an amount equal to the Association membership dues, by means of equal payroll deductions.

Those administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year upon submission of an appropriate written voluntary authorization for salary deduction. All new hires will be informed of their ability to join the Association by the Board or its designee at the time of hire by giving the new hire a copy of the Voluntary Authorization for Wage Deduction form and copy of the current Goodwin University Magnet Schools Administrators’ Association Collective Bargaining Agreement.

The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year by August 1.

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

The Association agrees to save harmless and indemnify the Board from all costs, expenses, and damages, including attorney's fees, arising out of or incurred by reason of the implementation of dues deductions and the implementation of this paragraph.

Article 10: Insurance Benefits

- A. Group Life Insurance - Life insurance will be provided to Administrators equal to twice the employee’s annual salary to the nearest thousand dollars. Administrators shall pay the same premium cost sharing as they pay for the health plan.

I. GUMS shall offer the following coverage, subject to the conditions herein stated, to all bargaining unit employees (and their eligible dependents as defined by state and/or federal law), who may at their option participate in such coverage.

1. Health Savings Account (HSA)/High Deductible Health Insurance Plan, as summarized in Appendix B, with co-pays and deductions as noted.
2. Plan deductibles level will be: \$2000/\$4000.
3. GUMS contribution to the HSA will be \$750/\$1,500 per year.
4. Prescription expenses are treated as any other medical expense until the deductible is satisfied. Thereafter, prescriptions are subject co-payments of \$5 Generic, \$30 Brand Preferred, \$50 brand non-preferred, up to limits of \$500/\$1,000, for total annual out-of-pocket maximums (including the deductible amounts) of \$3,250/\$6,500.

J. All of the health insurance coverage as noted above shall be provided pursuant to a utilization management program, designed to authorize and coordinate appropriate use of services across the care continuum.

K. To be eligible to receive health and medical insurance benefits set forth in Section B above, the employee shall annually contribute the following amount for such benefits:

1. Health Savings Account/High Deductible Health Insurance Plan The employee shall pay the following percentages of the insurance premium cost by automatic payroll deduction.

2024-2025 21.5%

2025-2026 22.5%

2026-2027 23.5%

2. Basic Dental Plan With Rider A

2024-2025 21.5%

2025-2026 22.5%

2026-2027 23.5%

The employee shall pay their portion of the insurance premium cost by automatic payroll deduction. Employees participating in the total medical benefit plan may elect not to participate in the dental plan. Employees who are not enrolled in the total medical benefit plan may elect participation in the dental plan with Rider A at the premium cost share noted above, if and when the plan is modified to permit such enrollment.

3. GUMS will allow access to H.S.A. account with no bank fees if reasonably possible. If access to a no bank fee H.S.A. account is not possible, the Superintendent will meet and consult with the Association.

- L. Only certified professional staff who work 3 full days or 24 hours per week, or more shall be eligible for insurance benefits.

All insurance coverages shall be provided in accordance with the terms of the insurance carrier or third-party administrator administering the plan. Disputes concerning an employee's eligibility or entitlements to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier or third-party administrator administering the plan and are not subject to the grievance procedure.

- M. The above noted plans shall be on file in the Business Office.

- N. All insurance benefits are provided subject to and in accordance with the terms of the respective insurance carriers.

In any case where the name of a particular company or a specific plan has been used in this Article, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company, any specific plan, or any cooperative group. In each case, GUMS is free to seek substantially equivalent benefits, when viewed as a whole, through other means, either in whole or in part. Other means may include insuring with other companies, self-insuring, or participating in a cooperative, consortium, or other collaborative process, such as provided under Conn. Gen. Stat. § 7-46a or otherwise allowed by law.

The Board will arrange for informational sessions with the employees covered by such insurances in order to provide for the smooth transition in the practices and procedural changes that might occur because of the change in carriers or change in administration of benefits.

For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for the HDHP/HSA plan, the Board shall make available a HDHP/HRA plan with the same deductible funding as received by HSA participants, offered on the same terms and conditions. I-IRA participants can roll over funds remaining on the I-IRA account up to the deductible or amount permitted by IRS regulations.

Article 11: Personal Injury Benefits

Whenever an administrator is absent from school as a result of a personal injury caused by an assault or accident arising out of and in the course of their employment, the administrator may apply sick days proportionately to days of Workers' Compensation leave to make up the difference in compensation between Workers' Compensation and net salary for a period of 45 days following the injury or to the point of maximum recovery, whichever occurs first. At no time, however, will payments be made that will result in the administrator taking home more pay than he/she would have had he/she remained working.

Article 12: Leaves of Absence

- A. Pregnancy Disability Leave Administrators shall be granted pregnancy disability leave in accordance with the law.

- D. Childrearing Leave
 - 1. Any Administrator shall be entitled, upon written request submitted to the Superintendent, to leave without pay, for purposes of childrearing, apart from any period of childbirth disability leave. Such employees shall be entitled to such leave for the portion of the school year in which the child is born, adopted, or fostered, and for one (1) additional school year if requested by the employee except as the Superintendent and the employee may otherwise agree.
 - 2. Such childrearing leave shall be subject to the following conditions:
 - a. Such leave shall be without pay or benefits (except for benefits available under the FMLA). Administrators on childrearing leave may participate at their own expense in the health insurance program for active employees, provided that they pay the cost of such program in advance on a monthly basis.
 - b. Employees requesting leave shall submit not less than sixty (60) days written notice of the anticipated date of commencing such leave. Should the administrator have been on pregnancy disability leave, such childrearing leave shall commence immediately after such disability leave. Should there be changed circumstances, the employee may modify such leave, subject to the agreement of the Superintendent.
 - c. The administrator on leave shall be responsible for notifying GUMS at least thirty (30) days prior to the last day of leave of his/her intention to return to work. A failure to provide such notice shall be deemed a resignation by the administrator of his/her position with GUMS.
 - 3. Upon return to work at the termination of childrearing leave, an administrator will be placed in the salary step effective at the time of the commencement of the childrearing leave, provided he/she returns during the same school year in which childrearing leave commenced. If the administrator returns to full-time duties in a subsequent year, and has served more than one-half of the school year, or through January 31 of the year in which the leave occurred, he/she shall be placed on the next step on the salary schedule when returning, provided a new school year has commenced. Sick leave and vacation leave earned at the commencement of the leave, and not used during the childrearing leave period, shall be credited to the administrator when he/she returns from childrearing leave.

- E. Sick Leave

1. Administrators shall be entitled to sick leave with full pay up to twenty (20) working days each year for personal illness, personal injury or medical appointments which cannot be scheduled outside of work hours. Sick days must be used in full or half day increments. Unused sick leave shall be accumulated from year to year, so long as the administrator remains continuously in service of GUMS, up to a maximum accumulation of two hundred twenty (220) days. Sick leave days will be prorated for an administrator who commences employment after July 1.
2. Administrators may use up to five (5) days per year of accumulated sick leave for:
 - a. serious illness of a parent, spouse or child; and
 - b. for the birth/care of a child or the placement/care of a child placed with the administrator for adoption or foster care, as defined in the federal Family and Medical Leave Act (FMLA), as amended.
3. A doctor's certification may be required by the Superintendent to verify any prolonged absences of five (5) or more consecutive work days or if the Superintendent or designee has a reasonable basis to suspect abuse of sick leave. Additional physician's verification of prolonged illness and inability to work may be required periodically per FMLA. Any medical expenses connected with such certification shall be paid by GUMS. GUMS will have the right to choose the physician for such certification. The administrator shall provide a copy of the certification to the Superintendent.

F. All administrators have up to five (5) personal leave days to be used for necessary and essential matters of a serious nature which cannot be attended to outside the normal workday or work year, religious observances, and for the birth/care of a child or the placement/care of a child placed with the employee for adoption or foster care as defined in the Family and Medical Leave Act. Such days will not be granted immediately before or after a holiday or vacation period.

G. All administrators have up to three (3) bereavement days for a death in the immediate family. Immediate family is defined as an employee's grandparents, siblings, spouse, parent or child. In extenuating circumstances, the Superintendent may grant additional days.

H. Professional Leave

The Superintendent, upon written request from an administrator, may authorize the administrator to attend conferences and/or workshops related to their professional growth and development. Requests for leave for professional development will be submitted to the Superintendent or designee for approval.

I. Vacation

All twelve-month administrators shall accrue twenty-five (25) vacation days each year. It is expected that, whenever possible, the days will be taken at a time convenient both to the administrator and the needs of the administrator's program. The request for vacation days should be submitted to the administrator's supervisor for pre-approval except in cases of an emergency. In case of an emergency, the request should be made as soon as possible. Upon termination of employment, administrators may take their accrued vacation time or be paid for any accrued unpaid days still owed to them. Vacation shall be prorated for a partial year of work.

GUMS will implement the following system to permit carryover of unused vacation, starting with the carryover of unused vacation days.

- If an administrator has a yearly entitlement of 25 vacation days, he or she may carry over up to 10 unused vacation days into the next year.
- In all instances, carry-over vacation days may be taken any time during the following year.
- In all instances, the carry-over will be calculated and applied automatically.
- Carry-over vacation is only good for the following year. Vacation will not accrue from year to year, such as is the case with sick leave.

J. Jury Duty

The Board recognizes that administrators have an obligation to serve as members of juries. Any administrator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. An administrator called for jury duty shall notify the Superintendent within 48 hours of the notification of jury duty. This leave shall not be deducted from sick leave or from personal days. While on leave for jury duty, an administrator will be paid regular salary for the first five days, or part thereof, as prescribed by state and federal statutes and regulations. The administrator shall receive a rate of pay equal to the difference between the professional salary and the jury fee for subsequent days. Any monetary compensation, except for travel reimbursement, paid to the administrator by the court for such duty must be remitted to GUMS.

Article 13: Grievance Procedure

- A. The purpose of this procedure is to equitably resolve any alleged breaches of this contract through open and honest discussion at the lowest possible administrative level. Both parties agree that the proceedings will be kept confidential as it is appropriate.

K. Definitions

1. "Grievance" shall mean an alleged violation, misinterpretation or misapplication of a specific term or terms of this contract to the detriment of an Administrator or a group of Administrators.

2. "Administrator" shall mean any member of the bargaining unit.
3. "Grievant" shall mean the person or persons making the claim. At Level Four, Arbitration, "Grievant" shall mean Association, and only the Association may appeal a grievance to arbitration.
4. "Days" shall mean regular work days at GUMS (exclusive of holidays) as determined by the approved GUMS calendar.

L. Time Limits

1. Grievances are processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum. The time limits specified at any level may be extended by written agreement of the grievant and appropriate supervisor.
2. If the Administrator does not file a grievance within ten (10) days after the Administrator 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 grievant at any level to appeal a grievance to the next level within the specified time limits shall be considered acceptance of the decision at the level below.
4. Failure by GUMS to render a decision within the specified time limits at any level shall allow the grievant to proceed to the next level of the procedure.

M. Informal Procedure

1. An administrator who believes that he or she may have a grievance is encouraged to consult with the Association and to discuss the matter informally, with or without the assistance of the Association, with the responsible administrator in an effort to resolve the concern informally.
5. Such informal discussions shall not affect the time limits for filing a formal grievance, as set forth above.

N. Formal Procedure

1. Level One – Assistant Superintendent
 - a. The grievant shall file a written formal grievance with the Assistant Superintendent, by specifying the term or terms of the contract that the grievant believes were violated, misinterpreted or misapplied.
 - d. Within five (5) days after the receipt of the formal grievance, the Assistant Superintendent will set up a meeting with the grievant and with

any other appropriate member of the GUMS staff who may help facilitate a resolution of the grievance.

- e. The Assistant Superintendent shall, within five (5) days after the meeting, render his/her decision and reasons in writing to the grievant.

2. Level Two - Superintendent

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision (or five days after the date on which such decision was due) at Level One, file the grievance with the Superintendent.
- f. The Superintendent or his/her designee shall meet with the grievant within ten (10) days after receipt of the grievance for the purpose of resolving the grievance.
- g. The Superintendent or his/her designee, within five (5) days after such meeting, render his/her decision and the reasons in writing to the grievant.

3. Level Three - Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days after the decision of the Superintendent (or within ten (10) days after the date on which such decision was due), submit the grievance to arbitration by notifying the Superintendent of its intent to do so. If the Association and the Superintendent cannot mutually agree upon a single arbitrator to hear the grievance within three (3) days of the notice of intent to submit to arbitration, then the Association may submit the grievance to arbitration by filing a demand for arbitration under Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the procedures.
- h. The arbitrator selected shall confer promptly with the Superintendent and the Association, shall review the record of prior hearings, and shall hold such further hearings as he/she shall deem requisite.
- i. The arbitrator shall be bound by the Labor Arbitration Rules of the American Arbitration Association. He/she shall hear only one grievance at a time. He/she shall have no power to add to, delete from, or modify the agreement. The decision of the arbitrator shall be submitted to the Superintendent and to the Association, and subject to law, shall be final and binding.

- j. The costs of the services of the arbitrator shall be borne equally by GUMS and the Association.

O. Rights of Administrators to Representation

No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation

P. Miscellaneous

1. All documents, communications and records generated by a grievance shall be filed separately from personnel files of the participants.
2. Forms for filing the grievances and other necessary documents shall be maintained by the Association and the Superintendent.
3. If the grievance occurs as a result of an action by other than the administrator's immediate supervisor or affects a group or classification of administrators the grievance may be processed immediately at the level at which it occurs. In such a case, the grievance shall specifically identify the group and the alleged harm suffered by that group.
4. The Association may elect to process any grievance of any administrator or group of administrators on its own behalf at any step of the Grievance Procedure.

Article 14: Just Cause

No administrator shall be demoted, reduced in compensation, denied an increment, or given written discipline (including suspension) without reasonable and just cause. If an administrator is formally disciplined by the Superintendent or his/her designee then they shall receive a statement of reasons in writing.

Article 15: Personnel File

- A. Administrators shall be provided with a copy of documentation of any disciplinary action prior to it being placed in an administrator's personnel file. Additionally, any substantive, serious complaint made to GUMS against an administrator by any parent, student, or other person, shall promptly be called to the attention of the administrator. In no case shall any anonymous complaint or other complaint of third parties not investigated by GUMS be placed in any administrator's file. Administrators are entitled to know the identity or source of all complaints included in the administrator's personnel file. The administrator may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question.

- B. If the administrator is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signatures be interpreted to mean agreement with the content of the material.
- C. Each administrator shall have the right, upon request, to review all the contents of their own personnel files maintained at the administrator's school or at the central office in accordance with the law. A representative of the Association may, at the request of the administrator, accompany the administrator in this review.
- D. When material derogatory to an administrator's conduct, service, character or personality is placed in the administrator's personnel files, the administrator shall be so notified and given the opportunity to include a rebuttal statement.
- E. Any anonymous written information about a member of the Association that may be received by the Superintendent, or a member of the Board of Education, shall be given to the administrator in question, providing that the release of the information does not violate statutory provisions, such as the confidentiality of a DCF report.
- F. Anonymous communications, whether received orally or in writing, will not be used as the basis for any evaluation or other employment decision, in accordance with statutory provisions.

Article 16: No Strike

During the term of this Agreement, including any extension, there will be no strikes or refusals to render services. The Association agrees that it will not authorize, instigate, sanction, or condone any such action or event. The Association, its officers and other agents shall promptly take such reasonable action to prevent the occurrence of or to stop the continuance of any actual or imminent strike or concerted refusal to render service. Such reasonable action shall include notification to all employees in the event of any concerted action or disturbance that such action or disturbance is unauthorized and in violation of the contract and the law.

Article 17: Tuition Reimbursement

- A. Administrators may apply for pre-approval of tuition reimbursement for graduate course work (not to include dissertation) from an accredited college or university, including Goodwin University, which would lead to a degree, lead to additional certification endorsement, or be a course within their subject area or related to a goal pursuant to an evaluation plan.
- B. Courses must be completed with a grade B or higher. If a lesser mark is received and the staff member desires, extenuating circumstances may be explained to the Superintendent for the Superintendent's consideration. Courses and institutions must have prior approval of the Superintendent at least fifteen (15) days prior to the start of the course to be eligible for reimbursement.

- C. Graduate study reimbursement for bargaining unit members is payable in one lump sum in the last paycheck in June. The administrator must submit an official grade report or an official transcript from the approved course and a copy of the bill for tuition fees. It is mandatory that an employee be on the staff at the time of payment in order to receive any reimbursement.
- D. The Board shall budget \$10,000 annually for tuition reimbursement. For Goodwin University or University of Bridgeport courses, administrators may be reimbursed up to one hundred percent (100%) of the amount paid by the administrator. For courses at any another accredited college or university, administrators may be reimbursed up to fifty percent (50%) of the actual tuition cost of a three (3) credit UCONN-Storrs course. Reimbursement shall first be granted to eligible administrators who submitted reimbursement requests for Goodwin University or University of Bridgeport courses, on a first come, first come first served basis. Then, if funds remain after reimbursement for Goodwin University or University of Bridgeport courses, reimbursement shall be granted to eligible administrators for courses at other approved accredited institutions. If requests made by administrators for reimbursement of tuition at other approved accredited institutions exceed the amount of the fund, the total number of classes will be divided into the total account sum and no administrator shall be eligible for more than fifty percent (50%) of the actual amount paid. Reimbursement shall first go to employees and, only if money remains in the fund after employees are reimbursed shall reimbursement be considered for dependents and spouses.
- E. There shall be no course reimbursement for selective admissions programs.

Article 18: Member Access

- A. Representatives of the Association shall be permitted to conduct official Association business on school property at reasonable times, provided that this shall not interfere with scheduled meetings or assigned duties of administrators.
- B. If the Board conducts a new staff orientation program or meeting, the Association shall be provided at least 30 minutes on the agenda to discuss Association business. Additionally, the Association shall have the right to set up a display table, distribute materials, and engage in organizational activities which are non-disruptive of the orientation program. No other competing organization shall be extended this right.
- C. The Board shall notify the Association in writing of all new hires within ten (10) calendar days of hire or the first pay period of the month following the hiring of such employee, whichever is earlier.

Article 19: Salary and Payment

- A. All administrators will be paid on a biweekly basis. Employees shall be paid via electronic direct deposit into a bank account designated by the employee. Such bank account information shall be provided to the Payroll Department via GUMS Direct Deposit Form.

- D. In the event of termination of the contract of employment of an administrator through resignation, retirement or otherwise, GUMS shall pay salary earned through the date of termination on a per diem basis.
- E. If an administrator is assigned in writing by the Superintendent or his/her designee to work in an administrative position in a higher salary group than his/her regular group and said administrator works in the designated administrative position for more than ten (10) consecutive work days, then he/she shall receive pay of the higher salary group in which he/she is working commencing after the tenth (10th) consecutive work day at the salary step in the higher classification that provides a salary increase for the period ending when the administrator returns to his or her regularly-assigned position.
- F. Newly hired administrators shall be paid at the annual salary listed in the salary schedule in Appendix A (prorated for any partial year of service), except that GUMS may choose to pay a new administrator:

Year 1: Up to 5% less than the listed salary

Year 2: Up to 2% less than the listed salary

Year 3: The administrator shall be paid the rate in Appendix A

Article 20: Retirement Plan and Annuity Benefit

GUMS will make available a 403(b) Savings and Retirement Plan available to all Administrators. In addition, GUMS will pay 2.0% of salary to 403(b) retirement savings of all administrators actively participating in the 403(b) plan. Administrators may also choose to participate in the State of Connecticut 457 Retirement Plan.

Article 21: Mileage Reimbursement

All administrators covered by this Agreement who are required to use their own personal transportation for work purposes shall be reimbursed at the IRS rate.

Article 22: Severability

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

Article 23: Duration

This agreement shall become effective July 1, 2024 and shall be in full force and effect until June 30, 2027, inclusive.

Date

BY: _____
GUMS BOARD OF DIRECTORS

Date

BY: _____
GUMS ADMINISTRATORS ASSOCIATION

**APPENDIX A
SALARY SCHEDULE**

| | 2024-25 | 2025-26 | 2026-27 |
|------------------------------------|----------------|----------------|----------------|
| CTRA Director | \$170,690 | \$176,210 | \$179,734 |
| CTRA Asst. Director | \$143,760 | \$148,969 | \$151,948 |
| RMS Director | \$154,740 | \$158,229 | \$161,394 |
| Elementary Assistant Director | \$129,547 | \$135,184 | \$137,888 |
| Middle Grades Director | \$155,451 | \$159,795 | \$162,991 |
| Director Of Educational Technology | \$144,374 | \$148,969 | \$151,948 |
| Special Education Supervisor | \$131,432 | \$135,184 | \$137,888 |

Administrators with a Ph.D. or Ed.D. degree will receive an annual stipend of \$2,000.

SIDE LETTER

BETWEEN THE
GOODWIN UNIVERSITY MAGNET SCHOOLS
AND THE
GOODWIN UNIVERSITY MAGNET SCHOOLS ADMINISTRATORS ASSOCIATION

The Goodwin University Magnet Schools and the Goodwin University Magnet Schools Administrators Association (collectively, “the parties”) agree that as part of the negotiations for the parties’ collective bargaining agreement covering the period July 1, 2024 through June 30, 2027 (the “Collective Bargaining Agreement”), the parties agreed that Lauren Linberk would be paid an annual salary of \$129,242 for the 2024-25 contract year. The parties further agree that beginning July 1, 2025, Lauren Linberk will be paid at the effective salary rate for the Special Education Supervisor position set forth in Appendix A of the Collective Bargaining Agreement.

Goodwin University Magnet Schools

Goodwin University Magnet Schools
Administrators Association

Date

Date