AGREEMENT

BETWEEN THE

REGIONAL SCHOOL DISTRICT NO. 14 BOARD OF EDUCATION

AND THE

NONNEWAUG ADMINISTRATORS’ GROUP

JULY 1, 2017 – JUNE 30, 2020
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AGREEMENT
between the
REGIONAL SCHOOL DISTRICT NO. 14 BOARD OF EDUCATION
and the
NONNEWAUG ADMINISTRATORS' GROUP

THIS AGREEMENT made and entered into by and between the Regional School District No. 14 Board of Education (hereinafter referred to as the “Board”), and the Nonnewaug Administrators’ Group (hereinafter referred to as the “Group”).

ARTICLE I
RECOGNITION

The Board recognizes the Group as the Exclusive Bargaining Representative for all Administrators employed by the Board. The term “Administrator” shall mean all Principals, all Assistant Principals, the Director of Teaching and Learning, the Director of Student Services, the Data Administrator and the Dean of Students/Athletic Director.

ARTICLE II
BOARD OF EDUCATION

A. Legal Powers and Duties of Board of Education.

It is recognized that the Board has, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in Regional School District No. 14 in all its aspects including, but not limited to, the following:

Section 10-220 - Duties of Board of Education
Section 10-221 - Board of Education to Prescribe Rules

B. Not Subject to Delegation

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part. Further, no action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

A. Grievance Procedure Application:

This procedure shall be applied to the handling of grievances as herein defined.
B. Definitions:

1. Administrator shall mean any member of the Group.

2. Grievance shall mean a complaint by an administrator alleging a violation, misinterpretation or misapplication of a term of this Agreement, or a complaint by the Group on behalf of more than one administrator alleging the same, or a claim that there has been a failure to follow the established procedures of the professional evaluation and support program as specified in C.G.S. §10-151b.

3. “Days” shall mean working days for the bargaining unit except when the superintendent is on vacation during the summer recess.

C. General Principles:

1. It shall be the policy of the Board of Education to assure every administrator an opportunity to have the unobstructed use of the Grievance Procedure without fear of reprisal or without prejudice in any manner.

2. An administrator may seek and use the assistance of an officer or representatives of the Group in the presentation and/or appeal of any grievance. Such assistance shall include, but not be limited to, the direct representation of any administrator at all steps of the Grievance procedure.

3. Nothing contained in this Grievance Procedure shall be construed to deny any administrator of his/her rights under the laws of the State of Connecticut.

4. The failure of an administrator to proceed to the next step of the Grievance Procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning that particular grievance. The failure of a Superintendent, at any step, to communicate his/her decision within the specified time limits shall allow the administrator to proceed to the next step. All time limits may be extended by mutual agreement in writing.

D. Procedures:

1. Step One (Superintendent)

a. Any administrator may present a grievance to the Superintendent of Schools within fifteen (15) days of when the administrator knew or should have known of the occurrence giving rise to the complaint. Such grievance shall be in writing and must specifically state the nature of the grievance and that the Grievance Procedure is being invoked. The grievance shall identify the grievant(s). If an administrator does not so present a grievance in writing within such fifteen (15) day time period, then the grievance shall be considered to have been waived.
b. Within ten (10) days of the receipt of the grievance, the Superintendent shall inform the administrator of his/her decision and shall provide the administrator with a detailed statement in writing as to the reason for the decision.

2. Step Two (Board of Education)

a. The Group may present the grievance to the Board of Education or a committee thereof within five (5) days of notification of the disposition of the grievance by the superintendent of schools.

b. The Board shall conduct a hearing within thirty (30) days of the receipt of the grievance and render a decision within ten (10) days after completion of the hearing and the Board of Education shall notify the Group of its decision and shall provide the Group with a brief statement in writing setting forth the reasons for the decision.

3. Step Three (Arbitration)

a. If the Group is not satisfied with the decision rendered by the Board of Education, within seven (7) days after receipt of that decision, the Group may appeal said decision to arbitration by notifying the American Arbitration Association (AAA) in writing of its intent to file the grievance for arbitration and by submitting the grievance to the AAA. The arbitration shall be in accordance with the Voluntary Rules and Regulations of the AAA. The cost of the services of the arbitrator and court reporter (if appropriate) shall be shared equally by the parties.

b. The decision rendered by the Arbitrator shall be final and binding on both parties. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement.

ARTICLE IV
SALARIES

A. Each administrator shall be paid a base salary in two parts: the payments listed in Appendix A, plus an elective tax sheltered annuity as described in Article V, subsection B. The payments listed in Appendix A shall be paid in twenty-six (26) installments, subject to legally required deductions and other agreed to deductions.

B. A stipend of Two Thousand Dollars ($2,000) shall be paid each year to an administrator who holds a doctoral degree.
ARTICLE V
SUBSTANTIVE PROVISIONS

A. Health Insurance

The Board of Education shall pay the cost of the following health insurance for all eligible administrators and dependent family members, including unmarried children up to age twenty-five, or up to the age prescribed by law, subject to the following employee premium cost contributions: Nineteen and one-half percent (19.5%) effective July 1, 2016.

1. A HDHP/HSA Plan with 45% of the deductible funded by the Board and 55% funded by the Employee effective July 1, 2017; 35% of the deductible funded by the Board and 65% funded by the Employee effective July 1, 2018; and 25% of the deductible funded by the Board and 75% funded by the Employee effective July 1, 2019 subject to IRS and HSA rules, regulations and law. Administrative fees shall be scheduled by the HSA administrator.

Such HSA plan shall be subject to the following:

- In-Network Deductible - $2,250/$4,500
- In-Network Co-Insurance - 100%
- Out-of-Network Co-Insurance - 80%/20%
- Out-of-Pocket Maximum - $5,000/$10,000
- Preventative Care, subject to a schedule - 100%
- Home/office visit: Treated as other medical expenses; however, after the exhaustion of the above-mentioned plan deductible, subject to a $10 co-pay.
- Emergency Room: Treated as other medical expenses; however, after the exhaustion of the above-mentioned plan deductible, subject to a $25 co-pay.
- Drugs: Treated as other medical expenses; however, after the exhaustion of the above-mentioned plan deductible, drugs shall be a) subject to a $5/25/40 co-pay if in network, b) 20% coverage if out of network.

Effective July 1, 2014 an employee can buy-up to a PPO plan, but shall assume all costs in excess of the Board’s share of the HDHP/HSA insurance premium. A complete copy of the policies is on file in the Superintendent’s office.

2. Flex Dental plan with co-payments and deductibles as described in the dental plan summary on file in the Superintendent’s office. Employee premium cost shares for the dental plan shall be twenty four percent (24%) effective July 1, 2017; twenty five percent (25%) effective July 1, 2018; and twenty six percent (26%) effective July 1, 2019.

3. Group life insurance coverage for each administrator equal to two times his/her annual salary rounded off to the next higher thousand dollars, subject to a maximum benefit of $350,000 per administrator. Upon application to the carrier with evidence of insurability, administrators may purchase an additional $100,000 of coverage at their own expense.
4. Long Term Disability Insurance Plan for the administrator. The Board shall provide monthly coverage payments of 60% of the basic monthly earnings not to exceed $10,000 per month after a waiting period of one hundred eighty (180) calendar days. For those employed after July 1, 1996, coverage is based upon an approved application of insurability.

5. Notwithstanding any other provision in this Agreement to the contrary, the Board may change or substitute insurance carriers, administrators or managed care organizations for the above-referenced health benefit programs as long as the level of benefits, as stated in the plan of benefits, is equivalent to or better than the existing program. The new carrier network must have an 80% or better match.

The Group shall be consulted regarding any proposed insurance carrier change. Any dispute regarding “equivalent to or better” shall be resolved in arbitration, by submission of the dispute to the American Arbitration Association for a binding arbitration award pursuant to the voluntary rules of that Association. The costs of arbitration shall be split equally between the parties.

6. Pursuant to Connecticut General Statutes §10-183t, administrators may continue to participate in group health insurance plans, at their own cost, after retiring from the school district, in accordance with the law. Retired administrators who are reemployed by the District pursuant to §10-183v(a) of the Connecticut General Statutes may be eligible for those health insurance benefits set forth in this Section (less any contribution paid by full-time employees) multiplied by the employee’s fractional full-time teaching equivalent.

7. An administrator who resigns from the regional system after fulfilling his contractual obligations will be covered by insurance benefits until August 31st of that year, unless coverage is elsewhere provided by other insurance prior to August 31st.

8. In addition, if the total cost of a group health insurance option offered under this Agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue Code Section 49801), or any local, state or federal statute or regulation, or the Board reasonably anticipates that such a tax will apply for a future coverage period, either party shall have the right to initiate mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article V, Section A, Subsection 1 (including premium cost sharing and any related Appendices) of the collective bargaining agreement for the purpose of addressing the impact of the excise tax. Such negotiations shall be limited solely to medical insurance issues only, and no other provision of the collective bargaining agreement shall be reopened during such mid-term negotiations.

B. IRS Section 125 Plans

1. Health Insurance Premiums Flexible Spending Account. Subject to law and independent of the requirements that employees contribution to the cost of insurance benefits, the Board shall adopt an Internal Revenue Code Section 125 Plan for Board provided health benefit premium sharing by administrators.
2. **Health and Dependent Care Flexible Spending Accounts.** In addition, the Board shall implement an IRS Section 125 health care flexible spending account (a “Health FSA”) and an Section 125 dependent care flexible spending account (a “Dependent Care FSA”), for the purposes of enabling eligible administrators to divert a portion of their gross salaries, prior to reduction for federal income taxes, into either one or both such FSA plans to which they are eligible in accordance with the following:

   a. **Health FSA.** Administrators enrolled in the Health FSA may contribute, via automatic payroll deduction on a pre-tax basis the minimum approved by the I.R.S to a maximum of $2,400 annually per the Plan Year.

   b. **Dependent Care FSA.** Administrators enrolled in the Dependent Care FSA may contribute via automatic payroll deduction on a pre-tax basis the minimum approved by the I.R.S to a maximum of $5,000 annually per Plan Year.

3. **IRS regulations shall govern the administration of the above plans and the Board may take unilateral action to comply with any changes in the regulations.** The Board makes no representations or guarantees as to the initial or continued viability of these plans, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions or modifies a benefit in any other way. So long as the Board makes a good faith effort to comply with the plans, neither the Group or any bargaining unit member shall make any claim or demand, nor maintain any action against the Board or any of its members, employees or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in any or all of the plans, or from a change in the law which may reduce or eliminate any employee benefit of these plans.

C. **“Tax Sheltered” Annuity Plan Portion of Base Salary**

1. For the duration of this agreement, administrators shall be eligible to participate in a “Tax Sheltered” Annuity Plan established pursuant to United States Public Law No. 87-370, as amended, which shall remain in effect as long as the existing automated payroll can accommodate it, consistent with IRS regulations and other applicable laws.

2. Each administrator shall have his/her base salary increased by the Regional School District No. 14 Board of Education in the amounts hereinafter prescribed per school year from which total base salary the administrator shall pay, through a reduction in his/her base salary (elective deferral), the amounts hereinafter prescribed to an annuity.

The amounts hereinafter referenced are as follows:

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<th>Yrs completed service in the bargaining unit</th>
<th>Amount</th>
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<tr>
<td>0.5 - 3 years</td>
<td>$1,125</td>
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<tr>
<td>4 - 5 years</td>
<td>$1,625</td>
</tr>
<tr>
<td>6 - 9 years</td>
<td>$2,625</td>
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<tr>
<td>10 years +</td>
<td>$3,625</td>
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Payments shall be made at the end of each Fiscal Year.

D. Sick Leave

1. Each administrator is entitled to fifteen (15) days sick leave per year with full pay. Sick leave can be accumulated up to 225 days.

2. The Board reserves the right to request a physician’s certificate a) for personal illness in excess of three (3) consecutive days, or b) where otherwise permitted or required by law. The cost of certification shall be borne by the Board. In addition, in such cases, the Superintendent may require the administrator to be examined by a Board appointed physician at Board expense, consistent with the law.

3. Upon the retirement, per State Regulations, or death in service of an administrator, such administrator or the administrator’s beneficiary shall be paid the equivalent of one-half the accumulated sick leave over and above the regular compensation, not to exceed one-half of the last year’s salary for those employed before July 1, 1999. For those employed after July 1, 1999 this benefit shall not exceed 15% of the last year’s salary.

E. Vacation

1. Each administrator shall be entitled to vacation days as follows: Twenty five (25) days for the first five (5) years of employment in a position in the bargaining unit; and thirty days (30) a year thereafter. In the first year of such employment, the number of vacation days will be prorated based on the date of hire. On days the buildings are closed and administrators are not required to report to work, they will not be charged a vacation day.

2. Up to ten (10) unused vacation days, from one contract year may be carried over to the next contract year and may not be accumulated thereafter. Notwithstanding the foregoing, administrators with vacation accumulation in excess of ten (10) days on June 30, 2008 (“such current administrators”) shall be entitled to carry over those excess days from contract year to contract year as long as they are not used and be paid for same at the time of retirement. If the vacation accumulation of an administrator on June 30, 2008 is reduced in subsequent years because of usage to an amount that is still above ten (10) days, then that lesser accumulation shall become the new cap of available unused accumulated vacation days which may be carried forward until retirement, or until such cap is further reduced by additional usage. In no event may any cap of unused accumulated vacation days, once established, be increased or returned to the June 30, 2008 cap. Finally, if a current administrator’s cap of unused accumulated vacation days subsequently drops to ten (10) or less days, then such current administrator shall be able to carryover only up to ten (10) unused vacation days and then, only to the next contract year as is applicable for those administrators hired after June 30, 2008.
3. Upon retirement or death, the administrator, or his or her beneficiary shall be reimbursed for his or her unused vacation days. Upon resignation, the administrator shall be reimbursed for his or her unused vacation days, up to a maximum of ten (10) days, provided that for any person hired after June 30, 2017 as an administrator in the District, he or she shall not be reimbursed for any unused vacation days upon resignation.

4. The daily rate of pay for an administrator to be used for computations under paragraphs C-4 and D-2 above shall be determined by dividing the administrator's annual salary by 260.

5. As of July 1st, an administrator already in the employ of the Board becomes entitled to the specified vacation days for that year, in addition to any vacation days which he or she has accumulated, provided he or she completes the year, if not, the specified vacation days for the final year will be prorated.

6. An administrator who commences employment after July 1st shall receive vacation days proportionate to the remaining portion of the fiscal year he or she is employed.

7. Upon retirement or death, if an administrator leaves the system prior to the end of the fiscal year, he or she, or his or her estate, will receive credit for vacation days for that year in an amount proportionate to the portion of the fiscal year in which the administrator was employed, together with any vacation days the administrator has accumulated, as set forth in subpart 3, above.

F. Leave of Absence

All members of the Group shall be entitled to the following leaves of absence:

1. A maximum of three (3) days per year for illness in immediate family which shall be deducted from sick leave allowance. Immediate family is defined as spouse, children, mother, father, sister and brother, and any other relative living with and dependent upon the employee.

2. A maximum of three (3) days for each death in the immediate family or relations. Relations are defined as grandmother, grandfather, mother-in-law, father-in-law.

3. If the school system is involved in a court action, and an administrator is a party defendant or witness to the action, no deduction from leave time will be made.

4. Absence with pay will be granted upon the approval of the Superintendent of Schools for personal business that cannot be transacted outside of working hours, and for bereavement.

5. Application for leave in accordance with the above provisions will be made to the Superintendent of Schools at least one week before taking such leave unless there is an emergency, in which case notice shall be provided as soon as practical.
6. Paid or unpaid leaves of absence with or without benefits may be granted by the Board of Education to administrators for purposes of professional advancement, such as accepting fellowships, study grants, etc., upon the recommendation of the Superintendent of Schools, with the approval of the Board. The administrators shall receive the average raise granted the Group during their absence.

G. Sabbatical Leave Provision

1. Upon recommendation by the Superintendent of Schools and approval of the Board, exceptional administrators may be granted sabbatical leave for approved scholarly programs, subject to the following conditions:

(a) Not more than one (1) administrator shall be awarded sabbatical leave at any one time on an approved program.

(b) Applying administrators shall submit their proposed scholarly program to the Superintendent of Schools by March 1st of the preceding school year for which they are applying. The Superintendent of Schools shall make his recommendation at the regular March Board meeting. It is understood that the deadline of March 1st may be waived at the discretion of the Superintendent of Schools when fellowships, grants or scholarships awarded later in the year could make such a deadline unreasonable.

(c) The administrator shall have completed at least seven (7) years of service in the Regional School District No. 14 School system.

(d) This leave will be compensated at one-half (50%) of the normal yearly rate of salary for the full year’s leave. In the event compensation totals from research grants, honorariums, fellowships, and assistantships added to the sabbatical leave payment surpass the normal salary, sabbatical leave payment will be reduced by the amount in excess of the normal salary.

(e) The administrator shall sign a written agreement to return to employment in Regional School District No. 14 for two (2) full years subsequent to the leave.

H. Payment of Salary

Administrators shall be paid on Friday of every second week by way of automatic direct deposit to the financial institution of the administrator’s choosing.

1. Travel Allowances

The Board shall reimburse administrators at the prevailing I.R.S. rate per mile for professional and program related travel. Professional and program related travel shall mean all travel in excess of one daily round trip between home and school.

J. Holidays
Administrators shall not be required to work on the following holidays:

1. All legal holidays when school is not in session.

2. The Friday following Thanksgiving.

K. Compensation for Course Work

The Board wishes to promote and encourage the continued professional development of its administrative leaders. To that end, the Board agrees to subsidize said professional development activities of each administrator of Regional School District No. 14, up to $1,000 per year which may include, but are not limited to, graduate level course, conferences, seminars, institutes, memberships, dues (professional, not union) and subscriptions to appropriate materials. Tuition costs, incurred for such professional development activity should be submitted to and paid through the Regional School District No. 14 Business Office. All professional development activities must receive prior approval from the Superintendent of Schools and only courses taken over and above those required for the Intermediate Administrator’s Certificate will qualify for such payment.

In addition, for course work specifically above and beyond any work required to achieve the intermediate administrators’ certificate or degree required by law or by the Connecticut Department of Education regulations to perform the duties and responsibilities of his/her current administrative position, bargaining unit members shall be reimbursed for other costs and expenses toward such other advanced professional certificates and/or degrees (for example, 093 certificate, Ed.D.), subject to the following:

1. Reimbursement of such tuition costs shall be made to an administrator, provided that the Board shall not be obligated to reimburse any administrator for more than two courses per semester. In addition, the Board shall not be obligated to provide such reimbursement to an administrator for more than three semesters during a calendar year.

2. Reimbursement shall not exceed the current course rate for in-state part-time students at the University of Connecticut that is applicable to the degree sought.

3. All courses submitted for reimbursement must receive prior approval by the Superintendent.

4. The administrator must receive at least a "B" or comparable grade for the entire course. A transcript or other official record of such grade must be provided.

5. The course work is to be done at an accredited institution.

6. The course work is to be for credit.

7. The course work must be relevant and/or related to education.

8. The administrator shall submit invoices showing his/her payment of tuition. Reimbursement shall not be due and payable to the administrator unless and until the Board
receives proof of successful completion of the course involved and submission of invoices showing payment of tuition, as set forth herein.

ARTICLE VI
REDUCTION IN FORCE

A. The parties recognize that the Board has the sole and exclusive prerogative to eliminate bargaining unit positions and staff consistent with the provisions of state statute, particularly but not limited to C.G.S. § 10-151.

B. When the Board determines that it is necessary to employ a reduction in force, the Board’s determination of the individual employment contract(s) of administrator(s) impacted shall be made based on its consideration of certification, work performance and evaluations (as an administrator), and overall qualifications, and seniority in a position in the bargaining unit.

C. When the above criteria are considered by the Board to be equal, selection shall be based on seniority. Seniority shall be determined by the date that the administrator was appointed to a bargaining unit position. In the case of a tie, total years of continuous employment service with the Board shall prevail.

D. An administrator reassigned to a subordinate administrative position or a teaching position as a result of a reduction in force shall receive adjustment payments in accordance with Article VII (Involuntary Transfers).

ARTICLE VII
IN VOLUNTARY TRANSFER

A. In the event of involuntary transfer or reassignment to a lower paying position for reasons other than:
   1. incompetence,
   2. unsatisfactory performance, and/or
   3. insufficient qualifications,

as determined by the Superintendent, the impacted administrator shall receive adjustment payments equal to the difference between his former and new salary payments for a period of one year (twenty-six (26) payments) or until he/she is no longer employed in the new position, whichever occurs sooner. For administrators hired after June 30, 2014, as an administrator, the payments are for a period of up to thirteen (13) payments, or until he/she is no longer employed in the new position, whichever occurs sooner.

ARTICLE VIII
WORKING CONDITIONS

A. The scheduled employment year of administrators shall be July 1st through June 30th.

B. Administrative Promotion
Openings in administrative positions shall be advertised with requirements to all bargaining unit members as soon as they become available. Placement shall be objectively made on the qualifications of the applicants.

C. It is agreed that the administrator will furnish, throughout the life of this contract, a valid and appropriate certificate to act as administrator in the State of Connecticut, under the direction of the Superintendent of Schools and the Board, and that the administrator hereby agrees to devote his/her time, skill, labor and attention to said employment during the term of this contract and, in addition, the administrator may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, providing that these activities do not conflict with or detract from his/her duties as administrator in the opinion of the Superintendent of Schools, unless by prior written approval of the Superintendent of Schools and the Board.

D. An administrator may attend one or more appropriate professional development meetings at the local, state or national level provided he has obtained the prior approval of the Superintendent of Schools at Board expense.

ARTICLE IX
GROUP SECURITY

A. All administrators employed by the Board, as a condition of continued employment, shall join the Group or pay a service fee to the Group. Said service fee shall be set by the Group but shall not exceed the proportional cost attributable to collective bargaining, grievance adjustment, and contract administration.

B. All administrators who elect to join the Group shall sign and deliver to the Group and the Board, if they have not already done so, an authorization for the payroll deduction of membership dues of the Group. Said authorization shall continue in effect from year to year unless each administrator shall notify the Board and the Group in writing in the month of August of any year that he/she no longer authorizes deduction of membership dues of the Group. If said notice is timely delivered, it shall mean that the coming school year said administrators shall pay the service fee as described in Section A via payroll deduction.

C. For those administrators who have not delivered an authorization card by October 1st of the first year of this contract, the Board agrees to deduct the annual service fee, as set by the Group, from their salaries via payroll deduction. The amount of said service fee shall be certified by the Group to the Board prior to the opening of school each year.

D. Those administrators commencing employment after the start of the school year, shall within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section B, or be subject to Section C, after such thirty (30) days. The amount of dues or service fee under this section shall be a prorated amount equal to the percentage of the remaining school year.
E. No later than the first paycheck in October of each year, the Board shall provide the Group with a list of all certified employees. The Board shall notify the Group monthly of any changes in said list.

F. The Group agrees to indemnify and hold the Board harmless against any or all claims, demands, suits, judgments, or other forms of liability including attorney fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE X
GENERAL PROVISIONS

A. It is understood that this Agreement is subject to and shall operate within the framework of the laws of the State of Connecticut.

B. Individual administrators shall have the opportunity to review and discuss any evaluation reports with the Superintendent of Schools and to review the contents of their personnel files as maintained by the Superintendent of Schools in the presence of the Superintendent of Schools.

C. If any portion of the Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

D. The Board shall ensure that each administrator, at the beginning of the school year, shall have access to up-to-date copies of Administrative Regulations, Board Policies pertinent to employees, and the complete text of this Agreement, or any successor agreement, electronic or otherwise.

E. There shall be no reprisals of any kind taken against any person by either party of this Agreement, by reason of his/her association with, or participation in, the activities of the Administrator’s Group.

ARTICLE XI
JUST CAUSE

No administrator shall be suspended except for just cause. Any violation of this Article may be subject to the grievance procedure only up to Step Two.

ARTICLE XII
DURATION

The provisions of this Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect, to, and including, June 30, 2020. This contract is subject to the Statutes of the State of Connecticut and the rules and regulations of the Board of Education.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto, as of this date and year first above written.
REGIONAL SCHOOL DISTRICT NO. 14
BOARD OF EDUCATION

By [signature]
Chairman

[Date]

NONNEWAUG ADMINISTRATORS’ GROUP

By [signature]
President

[Date]
APPENDIX A

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<tr>
<th>Position</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
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<td>156,195</td>
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AGREEMENT

BETWEEN THE

REGIONAL SCHOOL DISTRICT NO. 14 BOARD OF EDUCATION

AND THE

NONNEWAUG ADMINISTRATORS’ GROUP

JULY 1, 2017 – JUNE 30, 2020
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AGREEMENT
between the
REGIONAL SCHOOL DISTRICT NO. 14 BOARD OF EDUCATION
and the
NONNEWAUG ADMINISTRATORS' GROUP

THIS AGREEMENT made and entered into by and between the Regional School District No. 14 Board of Education (hereinafter referred to as the "Board"), and the Nonnewaug Administrators’ Group (hereinafter referred to as the "Group").

ARTICLE I
RECOGNITION

The Board recognizes the Group as the Exclusive Bargaining Representative for all Administrators employed by the Board. The term "Administrator" shall mean all Principals, all Assistant Principals, the Director of Teaching and Learning, the Director of Student Services, the Data Administrator and the Dean of Students/Athletic Director.

ARTICLE II
BOARD OF EDUCATION

A. Legal Powers and Duties of Board of Education.

It is recognized that the Board has, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in Regional School District No. 14 in all its aspects including, but not limited to, the following:

Section 10-220 - Duties of Board of Education
Section 10-221 - Board of Education to Prescribe Rules

B. Not Subject to Delegation

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part. Further, no action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

A. Grievance Procedure Application:

This procedure shall be applied to the handling of grievances as herein defined.
B. Definitions:

1. Administrator shall mean any member of the Group.

2. Grievance shall mean a complaint by an administrator alleging a violation, misinterpretation or misapplication of a term of this Agreement, or a complaint by the Group on behalf of more than one administrator alleging the same, or a claim that there has been a failure to follow the established procedures of the professional evaluation and support program as specified in C.G.S. §10-151b.

3. "Days" shall mean working days for the bargaining unit except when the superintendent is on vacation during the summer recess.

C. General Principles:

1. It shall be the policy of the Board of Education to assure every administrator an opportunity to have the unobstructed use of the Grievance Procedure without fear of reprisal or without prejudice in any manner.

2. An administrator may seek and use the assistance of an officer or representatives of the Group in the presentation and/or appeal of any grievance. Such assistance shall include, but not be limited to, the direct representation of any administrator at all steps of the Grievance procedure.

3. Nothing contained in this Grievance Procedure shall be construed to deny any administrator of his/her rights under the laws of the State of Connecticut.

4. The failure of an administrator to proceed to the next step of the Grievance Procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning that particular grievance. The failure of a Superintendent, at any step, to communicate his/her decision within the specified time limits shall allow the administrator to proceed to the next step. All time limits may be extended by mutual agreement in writing.

D. Procedures:

1. Step One (Superintendent)

   a. Any administrator may present a grievance to the Superintendent of Schools within fifteen (15) days of when the administrator knew or should have known of the occurrence giving rise to the complaint. Such grievance shall be in writing and must specifically state the nature of the grievance and that the Grievance Procedure is being invoked. The grievance shall identify the grievant(s). If an administrator does not so present a grievance in writing within such fifteen (15) day time period, then the grievance shall be considered to have been waived.
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Job canceled by user.

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Encrypted E-mail: No

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To: 1. kowlin@ctreg14.org

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