

# **AGREEMENT**

**between the**

**REGIONAL SCHOOL DISTRICT NO. 6 BOARD OF EDUCATION**  
(hereinafter referred to as the "Board")

**and the**

**ADMINISTRATORS OF REGIONAL SCHOOL DISTRICT NO. 6**  
(hereinafter referred to the "Association")

**July 1, 2019 - June 30, 2022**

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## **I. RECOGNITION**

The Board recognizes the Association as the representative of all certified professional employees of the district not excluded from the purview of sections 10-153a to 10-153n, inclusive, of the Connecticut General Statutes, as amended, employed in positions requiring an intermediate administrator or supervisor certificate (092) or the equivalent thereof, and whose administrative or supervisory duties, for purposes of determining membership in the administrators' unit, shall equal at least fifty percent (50%) of the assigned time of such employee.

## II. BOARD OF EDUCATION FUNCTIONS

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in Regional School District No. 6 in all its aspects including but not limited to the following: To maintain the schools and such other educational activities as in its judgment will best serve the interests of Regional School District No. 6 to give the children of Warren, Morris and Goshen as nearly equal advantages as may be practicable; to decide the need for school 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; to employ, assign and transfer administrators; to determine and from time to time re-determine, the number of Board personnel to select and determine, and from time to time, re-determine, the qualifications of administrators required to promote the efficient operation of the school system, to distribute work to administrators in accordance with job content and job requirements determined and from time to time re-determined by the Board; to suspend or dismiss or otherwise discipline administrators; to make such provisions as will enable each child of school age residing in the towns to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the Boards of Finance and Town Councils and, in its sole discretion, expend monies appropriated by the towns for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; 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. 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 any of the specific terms and provisions of this Agreement **or of rights provided to administrators by law**. 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 provisions of the Agreement. It is agreed that if state statutes which relate to these items change, they will be amended accordingly.

The listing of specific rights above is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

### **III. NEGOTIATIONS**

This Agreement contains the full and complete agreement between the Board and the Association on all bargaining issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement, **except as may be provided by mutual agreement of the parties or required of law, including, but not limited to, §10-153f(e) of the Connecticut General Statutes.**

## **IV. CONDITIONS OF EMPLOYMENT**

### **A. Positions**

1. Administrators shall work a twelve (12) month year, which shall include twenty-five (25) days paid vacation, except that subject to the Superintendent of Schools' approval, and fifteen (15) paid holidays (thirteen (13)) scheduled. With the exception noted below, administrators shall use vacation earned in one contract year during that same year.
2. Administrators may carryover a maximum of five (5) days of vacation to the next contract year with the approval of the Superintendent.

### **B. Salary Deductions**

The Board will make deductions from administrator's salaries from the list of approved deductions when requested in writing.

### **C. Payment of Salaries**

All administrators will be employed on an annual basis and will be paid in equal bi-weekly installments beginning in July of each fiscal year.

### **D. Dues Deduction and Service Fee Deduction**

1. All administrators employed by the Regional School District No. 6 Board of Education who join the Association shall pay dues in the amount identified by the Association.
2. The Administrators' 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.

## V. LEAVES OF ABSENCE

### A. Sick Leave

1. Each July 1st, an active administrator is allotted eighteen (18) days. A new administrator hired on or after January 1 in a fiscal year will be allotted nine (9) days for the remainder of that school year. Administrators currently in the school system shall have the right to use their annual sick leave at any time during the fiscal year, commencing with the first day of school.
2. Whenever an administrator is absent from school as a result of personal injury arising out of assault or accident in the course of his/her employment, he/she will receive one-hundred percent of his/her regular salary less the amount of salary paid by workers' compensation for the period not to exceed one year, and no part of such absence will be charged to his/her annual or accumulated sick leave.
3. Upon retirement from Regional School District No. 6, after at least 10 years of satisfactory employment with the district in any capacity, an administrator is entitled to receive \$75.00 per day for one-half (1/2) of his/her accumulated sick leave. Notification of termination must be given to the Superintendent's Office by January 1 in the last year of employment.

### B. Personal Leave

1. Administrators will be allowed two days personal leave per work year for personal reasons. Such leave will be granted at full pay, will not be deducted from accumulated sick leave and is noncumulative. Personal leave shall be requested directly from the Superintendent of Schools 48 hours in advance. Personal leave may be denied only if 48 hours advance notice was not given and the Superintendent of Schools feels such notification was possible 48 hours prior to the personal day.
2. Up to three days of leave with pay shall be granted when death in the immediate family occurs. Immediate family is defined as mother, father, wife, husband, son, daughter, brother, sister, grandchildren, or grandparents. Unusual circumstances which necessitate additional leave must be acted upon by the Board of Education.
3. If requested and approved in advance, the administrator may be granted necessary time, not to exceed a total of three working days per work year to fulfill the obligations of going to, attending, and returning from funerals of persons other than members of the immediate family.
4. Since there might be other good and sufficient reasons requiring the absence of the administrator from school, the Board reserves the right to grant this leave at its discretion.

5. Up to two days leave per work year with pay may be granted by the Superintendent when illness occurs in the household of an administrator. Such leave, if granted by the Superintendent, will not be deducted from the administrator's sick leave.

**C. Conventions, Conferences, and Visitations**

The Superintendent of Schools may approve leave for the purpose of attending conventions, conferences or making visitations at other schools if, in the Superintendent's judgment, such leave is in the best interests of Regional School District No. 6.

**D. Jury Duty**

All administrators may apply for exemption. Any administrator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. The Board of Education shall be notified 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.

**E. Childbearing and Childrearing Leave**

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. Accumulated sick leave shall be available for use during periods of such disability. Disability leave beyond any accumulated sick leave shall be available without pay for such further reasonable period of time as a female employee is determined by her physician to be disabled from performing duties because of pregnancy and conditions attendant thereto, if such leave would be available under the federal Family and Medical Leave Act, ("FMLA"), 29 U.S.C. 2601 et seq., as it may be amended from time to time. Upon return from leave, an administrator shall be assigned to her former or an equivalent position as may be required by the FMLA as it may be amended from time to time.
2. After any FMLA leave has been exhausted, at the employee's request and upon the recommendation of the Superintendent and written request, with the approval of the Board of Education, an administrator may be granted a child-rearing leave of absence without pay for the purpose of care or rearing of a natural or adopted child. Leave under this section may be granted for up to one school year. Upon return from leave, an administrator will be placed in an equivalent position to the extent possible.

**F. General Leave of Absence**

An administrator may be granted a year's leave of absence at his/her request with the Board's approval. This leave is without benefits. All insurance, retirement, and other benefits shall continue in force for any employee on leave of absence without pay, provided that the employee pays all premiums, contributions, and other costs requisite to keep such benefits in force during such period.

## VI. OTHER BENEFITS

### A. Life Insurance

The Board will provide life insurance coverage equal to two times the amount of the administrator's salary, not to exceed \$300,000.

### B. Health Insurance

Each eligible bargaining unit member and eligible dependent may enroll in the following health plans, with the premium payments provided below.

1. **ConnectiCare HSA.** The primary insurance will be the ConnectiCare HSA. Each employee will be responsible for the following premium share:

2019-2020 – 14% of the cost of the premiums and the funding of the HSAs.  
2020-2021 – 15% of the cost of the premiums and the funding of the HSAs.  
2021-2022 – 16% of the cost of the premiums and the funding of the HSAs

For 2019-2020 the Board will fund 50% of the HSA accounts of each employee deductible (\$2,250 – single /\$4,500-family).

For 2020-2021 the Board will fund 50% of the HSA accounts of each employee deductible (\$2,500 – single /5,000-family).

For 2021-2022 the Board will fund 50% of the HSA account of each employee deductible (\$2,750 – single / \$5,500 – family)

The Board's contributions will be deposited into HSA accounts in two equal installments on the first payroll in July and the first payroll in August of the new work year.

#### PRESCRIPTION PLAN

##### MAC-B Physician Choice

If a brand name drug is dispensed when a generic equivalent is available and the physician requests the brand, the member does not pay the differential copayment (ancillary). If the member requests the brand the differential copay (ancillary) will apply. Dispense as written (DAW) must be on the prescription.

1. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) 49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to

take effect in 2018.

Should any Federal statute or regulation pertaining to IRC 49801 be mandated to take effect in the 2017-2018 or any later contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the Administrator Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax. Health insurance plan offerings, coverage, design, premium cost share and other related subject matter shall not be subject to this reopener provision unless specifically and mutually agreed upon by the Association and the Board.

2. The Board may change or substitute insurance carriers or managed care organizations as long as the level of benefits are substantially equivalent to the existing program. The substantially equivalent standard shall be applied on program wide analysis including a network that will provide substantially equivalent medical services and shall not be benefit specific. Once the Association is notified that the Board intends to change insurance carriers, the Association has thirty (30) days to examine the new insurance carrier's policy.

If the Association feels that the coverage under the new policy is not substantially equivalent to the policy then in effect, it must object to the change, in writing, during that thirty (30) days. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association. The arbitrator will be asked to decide the following question: Is the insurance coverage under the substitute insurance carrier's policy substantially equivalent to the insurance coverage under the policy currently in effect? The arbitrator's decision will be binding on both parties.

#### **C. Dental Insurance**

Payment by the Board of Education (full family benefits) of a dental plan as described in Appendix D reasonable and customary fee schedule, 100% routine treatment, 50% major treatment. Administrators who elect to participate in this plan will contribute to the premium (paid through payroll deduction) based on the rate in effect July 1<sup>st</sup> of the contract year as follows:

2019-2020 - Board pays 80%, administrator pays 20%  
2020-2021 - Board pays 79%, administrator pays 21%  
2021-2022 - Board pays 78%, administrator pays 22%

#### **D. Insurance Buyout**

Administrators who elect not to take health insurance AND dental insurance for the entire

length of any contract year are eligible for an insurance buy out of \$3500.

**E. Long-term Disability**

Payment by the Board of Education of a long-term disability plan with an elimination period of six months, paying 60% of basic monthly earnings up to a maximum of \$5000 per month.

**F. Continuation of Insurance**

1. Administrators may continue in the Board's medical and dental insurance plans at their own expense after leaving or retiring from the system as may be required by state and federal law. The dental insurance may not be reinstated once it is declined. Premiums for medical and/or dental insurance shall be paid in advance on a monthly basis. Retirement is defined as being eligible for and collecting from the Connecticut Teachers' Retirement System.
2. Administrators may continue in the Board's life insurance plan at their own expense after leaving or retiring from the system in an amount equal to the annual salary at the time of retirement, subject to standard age reductions as required by the carrier. Life insurance may not be reinstated once it is declined. The premium shall be paid in advance in semi-annual or annual installments. Eligibility for this continuance of coverage terminates upon new employment. Retirement is defined as being eligible for and collecting from the Connecticut Teachers' Retirement System.

**G. Flexible Benefits**

The Board of Education will offer to administrators who qualify, the following flexible benefits under Section 125 of the IRS code:

1. Premium conversion (pre-tax dollars for premium co-pay).
2. Flexible spending accounts and childcare reimbursement.

**H. Mileage Compensation**

Approved mileage shall be compensated at the current I.R.S. rate in effect when the travel occurs out-of-district.

## VII. SALARY SCHEDULE

### A. Base Salary

#### Salary Schedule

Job Title	2019-2020	2020-2021	2021-2022
Wamogo Principal	\$164,833	\$167,306	\$170,652
Warren Principal	\$145,405	\$147,586	\$150,537
James Morris Principal	\$145,405	\$147,586	\$150,537
Goshen Principal	\$145,405	\$147,586	\$150,537
Director of Special Services	\$145,405	\$147,586	\$150,537
Director of Curriculum, Instruction and Assessment	\$145,405	\$147,586	\$150,537
Wamogo Assistant Principal	\$138,992	\$141,077	\$143,899

Each administrator shall have included in his/her base salary above a dollar amount equal to 4.50% times his/her base salary from which total base salary the administrator shall pay through a reduction in his/her total base salary (elective deferral) a dollar amount equal to 4.50% times his/her base salary.

### B. Doctorate Stipend

Any Administrator possessing an earned doctorate degree awarded by an accredited college or university in the field of education or a subject matter discipline taught within the Regional School District No. 6 Public Schools will receive an additional eighteen hundred dollars (\$1,800.00) above the established based salary.

### C. Extracurricular Requirements

Each Administrator acknowledges that extracurricular requirements will be assigned as an additional duty each year. This duty is compensated Annually at \$5,000 in a one time annuity payment, following the proficient completion of the annual evaluation before June 30<sup>th</sup>.

**D. Student Enrollment Staffing Consideration**

The district reserves the right to decrease the position allocation of school administrator for schools with fewer than 100 students.

**E. Future Considerations for Salary**

When a position becomes vacant the district reserves the right to post the vacancy and reset the salary with no more than a 15% reduction.

**F. Direct Deposit**

All payroll is done by direct deposit.

## **VIII. GRIEVANCE PROCEDURE**

### **A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of administrators. Both parties agree that proceedings shall be kept as confidential as is appropriate.
2. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

### **B. Definitions**

1. "Grievance" shall mean a complaint by an administrator or a group of administrators that, as to him/her or them, there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement or that there has been a failure to follow the established procedures of the school district's evaluation program per §10-151b(a) of the Connecticut General Statutes.
2. "Administrator" shall mean an employee who is employed by Regional School District No. 6 in a position covered by Article I of this Agreement.
3. "Days" 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 Board and the Association.
2. If an administrator does not file a grievance in writing within fifteen (15) 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 to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by any administrator or the Board to render a decision within the specified time limit shall be deemed a denial of the grievance submitted, and shall enable the aggrieved administrator to appeal the grievance to the next level.

**D. Informal Procedures**

1. If an administrator feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate administrative supervisor in an effort to resolve the problem informally.
2. If the administrator is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with his/her immediate supervisor. The grievance shall be stated in writing.
3. The supervisor shall, within three (3) days of the meeting with the aggrieved individual give a written answer, with a copy to the President of the Association.

**E. Formal Procedure**

1. Level One - Superintendent of Schools
  - (a) If the aggrieved administrator is not satisfied with the disposition of his/her grievance at the informal procedure he/she may, within three (3) days after the decision, file his written grievance with the Superintendent of Schools.
  - (b) The Superintendent shall, within five (5) days after receipt of the referral, meet with the aggrieved administrator for the purpose of resolving the grievance.
  - (c) The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons thereof in writing to the aggrieved administrator, with a copy to the Association.
2. Level Two - Board of Education
  - (a) If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may within three (3) days after the decision, file a grievance with the Board of Education.
  - (b) The Board of Education shall, within ten (10) days after receipt of the grievance, meet with the aggrieved administrator for the purpose of resolving the grievance.
  - (c) 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 President of the Association.

3. Level Three – Arbitration

- (a) If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- (b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration with the regional office of the American Arbitration Association. The arbitrator shall be bound by the rules of procedure of the American Arbitration Association. In no case shall said arbitrator add to, subtract from, modify or delete any provision or word of this Agreement. The arbitrator shall hear only one grievance in each case.
- (c) The decision of the arbitrator shall be final and binding upon the Board and the Association, subject to law.
- (d) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

**F. Rights of Administrators**

- 1. No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association or member of the unit against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- 2. Any aggrieved administrator may be represented at any level of the grievance procedure by a representative or officer of the Association, or by another administrator of his/her own choosing. When an arbitrator is not represented by the Association, the Association shall immediately be notified and have the right to be present and to state its views at all stages of the procedure.
- 3. The Association may, if it so desires, call upon the professional services of a representative administrators association 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.
2. Forms for filing and processing grievances and other necessary documents, shall be prepared by the Association and made available through the Association so as to facilitate operation of the grievance procedure.
3. If the grievance occurs as the result of an action of other than the administrator's immediate superior or affects a group or class of administrators, the grievance may be processed immediately at the level at which it occurs.
4. The Association may elect to process any grievance of any administrator grievant or group of individuals on its own behalf at any step of the grievance procedure.

## **IX. SEVERABILITY**

In the event that any provision or portion of this Agreement is ruled invalid by any reason by an authority of established and competent legal jurisdiction, that provision or portion shall be severed from this Agreement, shall not be enforced or implemented, and the balance and remainder of this Agreement shall remain in full force and effect. **This Agreement is subject to and shall be implemented, in accordance with the law.**

## **X. 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.

## **XI. JUST CAUSE**

No Administrator shall be reduced in status or pay, suspended, disciplined, or deprived of any professional advantage granted by this agreement, without just cause.

## **XII. REDUCTION IN FORCE**

### **A. General Statement**

The Board has the sole and exclusive prerogative to eliminate administrative positions consistent with the provisions of the Connecticut State Statutes. When the Board determines to eliminate administrative positions due to decreases in school enrollment, changes in curriculum, budgetary constraints or other reasonable cause, the following policy and procedure shall be followed.

### **B. Procedure**

1. The Board shall determine which administrative position shall be subject to elimination, or reduction.
2. Prior to displacing an administrator under this procedure, the Board will give every consideration to its ability to effectuate possible reduction in staff by voluntary retirement or resignation, provided that remaining personnel are qualified to perform the available work.
3. In the best interest of students, school climate, and district mission, an administrator who has a position eliminated, or reduced for decreased enrollment, does not hold the right to "bump" or re-assign a fellow administrator.

4. An administrator hired after July 1, 2019, does not the right to bump, or displace, an administrator at equal or higher pay.

### XIII. DURATION

This Agreement shall take effect on July 1, 2019 and shall remain in full force and effect until June 30, 2022.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed as of the date and year first above written.

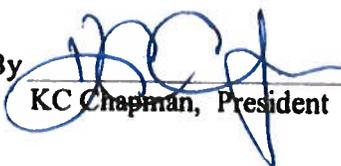
REGIONAL SCHOOL DISTRICT NO. 6  
BOARD OF EDUCATION

11/28/18  
Date

By   
Heather Connor, Chair

ADMINISTRATORS OF REGIONAL SCHOOL  
DISTRICT NO. 6

11/29/18  
Date

By   
KC Chapman, President