

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**THOMASTON SCHOOL ADMINISTRATORS  
ASSOCIATION**

**AND**

**THOMASTON BOARD OF EDUCATION**

**July 1, 2020 – June 30, 2023**

**TABLE OF CONTENTS**

**PREAMBLE ..... 1**

**DURATION ..... 1**

**ARTICLE I - RECOGNITION ..... 1**

**ARTICLE II - SALARIES ..... 1-4**

**ARTICLE III - INSURANCE AND BENEFITS ..... 4-8**

**ARTICLE IV - LEAVES ..... 8-9**

**ARTICLE V - GRIEVANCES ..... 9-11**

**ARTICLE VI - CONSULTATION AND AMENDMENT PROCEDURE ..... 11-12**

**ARTICLE VII - CONTRACTS ..... 12**

**ARTICLE VIII - PROTECTION OF ADMINISTRATORS ..... 12**

**ARTICLE IX - EVALUATION REPORTS  
AND ADMINISTRATIVE SUPERVISION OF TEACHERS ..... 12**

**ARTICLE X - ADMINISTRATIVE ASSIGNMENTS ..... 13**

**ARTICLE XI - ADMINISTRATIVE TRANSFER ..... 13-14**

**ARTICLE XII - VACANCIES ..... 14-15**

**ARTICLE XIII - DUTY FREE LUNCH ..... 15**

**ARTICLE XIV - TSAA PRIVILEGES ..... 15-16**

**ARTICLE XV - SUBSTITUTE ADMINISTRATORS ..... 16**

**ARTICLE XVI - SEPARATION AND RECALL ..... 17-19**

**ARTICLE XVII - PAYROLL DEDUCTIONS ..... 19-20**

**ARTICLE XVIII - SPECIFIC PERFORMANCE ..... 20**

**ARTICLE XIX - COMMUNITY ACTIVITIES ..... 20**

**ARTICLE XX - DISCIPLINE ..... 20**

**ARTICLE XXI - SEVERABILITY..... 21**  
**SIGNATURE BLOCK.....21**  
**APPENDIX I - INSURANCE MATRIX.....22-**

## **PREAMBLE**

Pursuant to Connecticut General Statutes Section 10-153b, a referendum was held in September 1967, in which all certified administrative employees of the Thomaston Public Schools who were employed in an administrative capacity, except the Superintendent of Schools, elected the Thomaston School Administrators Association (hereinafter "T.S.A.A.") to represent them in negotiations with the Thomaston Board of Education (hereinafter "Board").

The Board recognizes the T.S.A.A. as the exclusive bargaining agent of its members as defined by Connecticut General Statutes Section 10-153b, provided, nothing in this Agreement shall obstruct the Board in the performance of its legal duties and authority as mandated by the General Statutes of the State of Connecticut.

## **DURATION**

This Agreement made and entered into on the 9th of September, 2019, by the Board and the T.S.A.A. The Agreement becomes effective July 1, 2020 and extends through June 30, 2023.

If the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

## **ARTICLE I** **RECOGNITION**

- 1.1 The Board recognizes the T.S.A.A. as the exclusive representative of all certified administrative and supervisory personnel who are employed in the school system in an administrative capacity, except the Superintendent, for the purpose of negotiations with respect to salaries and other conditions of employment pursuant to Connecticut General Statutes Section 10-153b.
- 1.2 All Administrators in any capacity shall be free from discrimination, coercion or intimidation by either party hereto in all matters pertaining to Association Activities. There shall be no reprisals of any kind directly or indirectly taken against any Administrator by reason of his/her membership or non-membership in a professional organization or participation in its activities.

## **ARTICLE II** **SALARIES**

- 2.1 The work year for all principals, the director of curriculum and the director of pupil services shall be two hundred and twenty-five (225) workdays.

The work year for all assistant principals shall be two hundred and five (205) workdays. Assistant principals may work up to an additional twenty (20) days beyond the work year of two hundred and five (205) work days. Of such twenty (20) additional days, up to ten (10) days shall be determined by the Superintendent or her designee and the remaining ten (10) days shall be determined by agreement between the Superintendent (or her designee) and the assistant principal.

Any additional days beyond the two hundred and five (205) workdays shall be compensated at the assistant principal’s per diem rate.

On or before June 1<sup>st</sup>, each Administrator shall be notified in writing by the Superintendent of Schools of the calendar of workdays for the following fiscal year (July 1<sup>st</sup> - June 30<sup>th</sup>).

The work year and salary for newly created bargaining unit positions shall be determined by the Board.

	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
High School Principal	\$146,233	\$149,523	\$152,887
Elementary School Principal	\$140,626	\$143,439	\$146,308
Director of Pupil Services	\$140,626	\$143,439	\$146,308
Director of Curriculum	\$140,626	\$143,439	\$146,308
High School Assist. Principal	\$115,220	\$117,812	\$120,463
Elementary School Asst. Principal	\$110,279	\$112,485	\$114,735

Administrators who hold an Ed. D. or Ph. D. in education from an accredited college or university shall receive an annual stipend of one thousand six hundred dollars (\$1,600.00) in the July 1, 2020 through June 30, 2021 contract year, one thousand seven hundred dollars (\$1,700.00) in the July 1, 2021 through June 30, 2022 contract year and one thousand eight hundred dollars (\$1,800.00) in the July 1, 2022 through June 30, 2023 contract year, over and above the Administrator’s base annual salary.

In order to receive such stipend, Administrators who seek a doctorate degree (i.e. - Ed. D. or Ph. D.) in education from an accredited college or university will notify the Superintendent in writing by December 31<sup>st</sup> of the

school year prior to which the Administrator expects to be awarded the doctorate degree.

Additionally, in order to receive the stipend, official transcripts listing the doctorate degree must be received by July 1<sup>st</sup> of the school year which the Administrator qualifies for the doctoral differential.

In the event that the Board operates a PATHS School, the administrator who acts as the principal for the PATHS School shall receive a stipend of six thousand eight hundred thirty-four dollars (\$6,834.00) in year one of the contract (July 1, 2020 through June 30, 2021), six thousand nine hundred seventy-one dollars (\$6,971.00) in year two of the contract (July 1, 2021 through June 30, 2022), and seven thousand one hundred ten dollars (\$7,110.00) in year three of the contract (July 1, 2022 through June 30, 2023).

The administrator who acts as the assistant principal for the PATHS School shall receive a stipend of five thousand four hundred six dollars (\$5,406.00) in year one of the contract (July 1, 2020 through June 30, 2021), five thousand five hundred fourteen dollars (\$5,514.00) in year two of the contract (July 1, 2021 through June 30, 2022), and five thousand six hundred twenty-eight dollars (\$5,628.00) in year three of the contract (July 1, 2022 through June 30, 2023).

The stipend shall be paid throughout the work year in addition to the Administrator's regular remuneration. In the event an Administrator ceases to act as the principal or assistant principal during a contract year (or the PATHS School is no longer being operated), he/she shall not be eligible for the payment of any portion of the remaining stipend.

- 2.2 Except as set forth below, current Administrator bargaining unit members that are transferred (either voluntarily or involuntarily) to a higher paying bargaining unit position or successfully bid on a vacant bargaining unit position under Article XII and new members of the Administrators' bargaining unit may receive a percent of the negotiated salary for an Administrators' position as follows:

First year	85% of full salary
Second year	90% of full salary
Third year	95% of full salary
Fourth year	100% of full salary

A current bargaining unit member who is involuntarily transferred to a bargaining unit position with a lower salary shall receive his/her then current salary for the remainder of the contract year that the transfer was in effect, provided, if the transfer is implemented on or after May 1<sup>st</sup>, the impacted Administrator shall receive his/her then current salary for the remainder of the current contract year and for the first two (2) months of the subsequent contract year. After such contract year (or after the additional two months, if applicable), the current

bargaining unit member who is involuntary transferred to a lower paying bargaining unit position shall receive one hundred percent (100%) of the full salary of the new position (based on the salary for such applicable contract year, as set forth in Article II, Section 2.1 herein).

The Superintendent may, at his/her discretion, pay a new Administrator up to one hundred percent (100%) of full salary.

- 2.3 All Administrators shall be paid on a bi-weekly basis via direct deposit.
- 2.4 It is agreed that when a teaching assignment is a part of an Administrator's work day, the Administrator shall be compensated at his/her full Administrator's salary.

**ARTICLE III**  
**INSURANCE AND BENEFITS**

- 3.1 The Board shall provide a policy of insurance for each Administrator. The policy shall be a high deductible health plan with a health savings account.

Administrators shall pay the following premium share contributions:

- July 1, 2020 – June 30, 2021 - 20.5%
- July 1, 2021 – June 30, 2022 - 21.5%
- July 1, 2022 – June 30, 2023 - 22.5%

On an annual basis, in the event that the Administrator and his/her family members on the Board's health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the Administrator and his spouse and dependents completes a health risk assessment and biometric screening during a contract year, the Administrator will receive a one percent (1%) reduction in his premium share contribution for the subsequent contract year.

On July 1<sup>st</sup> of the subsequent contract year, the premium share set forth herein shall be in effect for the Administrator. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Board. The only information provided by the carrier to the Board is whether the assessment and screening were completed.

The health risk assessment shall be:

- An annual physical (and any tests related to such physical);
- An annual dental examination;
- A vision exam (in accordance with the frequency requirements of the health care provider);
- Women's Wellness (a mammogram and/or clinical breast exam in accordance with the frequency requirements of the health care provider); and
- Applicable cancer screenings (in accordance with the frequency requirements of the health care provider).

Biometric screening shall measure the following:

- Height and weight in order to calculate the individuals body mass index (BMI);
- Systolic and diastolic blood pressure;
- Total cholesterol;
- HDL cholesterol; and
- Glucose

3.2 The Board will provide a High Deductible Health Plan (HDHP) to full-time Administrators that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May.

The HDHP shall have:

- \$2,250/\$4,500 Annual Deductible
- 100% in network after deductible (except with respect to prescription drugs)
- 80%/20% out of network
- Upon satisfaction of the (HDHP) deductible, prescriptions subject to:

\$5 Generic/ \$20 Brand Name/ \$30 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)

- The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

In year one of the contract (July 1, 2020 - June 30, 2021), the Board agrees to contribute forty percent (40%) of the deductible.

In year two of the contract (July 1, 2021 - June 30, 2022), the Board agrees to contribute thirty-five percent (35%) of the deductible.

In year three of the contract (July 1, 2022 - June 30, 2023), the Board agrees to contribute thirty-five percent (35%) of the deductible.

The Board's contribution toward the deductible shall be deposited in the HSA bank account of the Administrator in the first paycheck of the then current school year in each contract year.

The Administrator's contribution toward the deductible shall either be, at the Administrator's option, via payroll deduction or contributed directly by the Administrator in his/her HSA bank account.

An Administrator shall receive a prorated contribution toward his/her HSA, if the Administrator: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the Administrator is covered under the plan through June 30<sup>th</sup> of the applicable contract year.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

- 3.3 The Board provides a life insurance policy with accidental death and dismemberment benefits equal to two times the Administrators' base annual salary. In addition, the Administrators may purchase additional group term life insurance at his/her own expense.
- 3.4 The Board agrees to pay the cost of the Dental Plan, less the applicable premium share set forth in Section 3.1.
- 3.5 Administrators may voluntarily elect to waive (on a form provided by the Board to the Administrator) health and dental benefits which are offered to Administrators

and in lieu thereof shall receive an annual payment in accordance with the following:

<b>Single Waiver</b>	\$1,000.00
<b>Single Plus One Waiver</b>	\$2,000.00
<b>Family Waiver (including self)</b>	\$3,000.00

Should a lifestyle change occur resulting in an Administrators desire to elect coverage, then said Administrators should notify the Superintendent in writing of that decision. The Administrator may enroll for insurance coverage at the earliest date permitted under the rules and regulations of the Board's insurance carrier at the commencement of the next quarter following such request. The Administrator shall reimburse the Board the prorata share of the reimbursement he/she received.

- 3.6 The Board may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit program as long as the level of benefits are substantially equivalent to or better than the existing program. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis, including the network, and shall not be benefit specific.

Prior to any change in carrier, the proposed change shall be discussed with the TSAA. Any dispute as to the contention that coverage is not equal may be submitted directly to the American Arbitration Association. Such submission must be filed within twenty (20) calendar days from the meeting where the issue was discussed with the TSAA. The Board will not change to the new insurance carrier until the arbitrator's decision has been issued in writing. If no grievance is submitted within the twenty (20) day period, the Board may implement the change of carrier.

- 3.7 The Board of Education will provide a paid life insurance policy in the amount of one hundred seventy-five thousand dollars (\$175,000.00) for any Administrator who retires up to age seventy-five (75). In order to be eligible for this benefit, the Administrator must be at least fifty-five (55) years of age and have served the Thomaston Public Schools as an Administrator for a period of ten (10) years.

This benefit shall apply only to those Administrators employed by the Board on or before June 30, 2011.

The Board shall provide a life insurance policy in the amount of fifty thousand dollars (\$50,000.00) for any Administrator who retires up to the age of 75 years old who is employed by the Board after June 30, 2011. In order to be eligible for this benefit, the Administrator must be at least fifty-five (55) years old and have served the Thomaston Public Schools as an Administrator for a period of ten (10) years.

- 3.8 The Board of Education will permit Administrators who have served the Thomaston Public Schools as an Administrator for a minimum of ten (10) years who retire after attaining the age of fifty-five (55) to continue with the dental plan, at their own expense, up to the age of seventy (70) and beyond, if allowed by the dental carrier at that time.
- 3.9 As part of an Administrator's duties and responsibilities, Administrators are expected to be accessible to the Board at all times. Consequently, except as set forth below, at the Administrator's expense, Administrators are required to secure and maintain cellular telephone equipment, cellular voice services and data services, in part, to provide the Board with access to the Administrator. In lieu of the Administrator using his/her own cellular telephone, an Administrator may be provided with a Board provided cellular telephone (at the Administrator's option) in order to fulfill the duties and responsibilities of the Administrator noted herein.

Each Administrator who uses his/her cellular telephone in order to comply with this provision of the Agreement (and does not choose to use a Board provided cellular phone), shall receive a stipend of sixty dollars (\$60.00) per calendar month toward the cost of the Administrator's cellular telephone equipment. Such stipend shall be withheld in the event that the Administrator displays a pattern of inaccessibility.

The stipend (or the Board provided phone) is afforded to each Administrator since such equipment is required to be used by the Administrator: (a) in order to remain accessible; and (b) to perform duties and responsibilities required of his/her position with the Board.

#### **ARTICLE IV** **LEAVES**

- 4.1 When an Administrator is absent he/she shall be granted up to twenty-four (24) days a year for leaves of absence for sickness and personal business which cannot be attended to at any other time.

Administrators must immediately advise the Superintendent when he/she is absent when using a sick day.

Administrators who are absent for three (3) or more consecutive work days must submit a note to the Superintendent of Schools on the day the administrator returns to work from the physician treating the employee for such illness that caused the absences from work.

Except in emergency circumstances, Administrators shall submit a request to the Superintendent of Schools to use personal days at least seven (7) days in advance. Additionally Administrators must complete on a weekly basis an

Administrator and Supervisory payroll sheet that must be submitted to the Superintendent of Schools, or his/her designee, on a weekly basis.

- 4.2 The Administrator shall accrue unused leave days until they reach a maximum of two hundred twenty five (225) leave days.
- 4.3 When an Administrator is on leave from his assignment and responsibilities, he/she shall notify the Superintendent of Schools.
- 4.6 Family and medical leave will be provided in accordance with applicable state and/or federal law. Any alleged violations of this section shall not be subject to the grievance and arbitration procedure set forth in Article V.

## **ARTICLE V** **GRIEVANCES**

### **5.1 Definitions**

5.1.1 A "grievance" is a claim by an Administrator, a group of Administrators, or the T.S.A.A. that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

5.1.2 "Days" shall be defined as business days.

### **5.2 Purpose**

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.

### **5.3 Time Limits**

A. 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 between the Board chairman/designee and the T.S.A.A. president/designee.

B. 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 have been considered waived.

- C. 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.

#### 5.4 **Informal Procedures**

- A. If an Administrator(s) feels that there may be a grievance, he/she must first discuss the matter with the Superintendent in an effort to resolve the problem informally. Informal procedures will not extend the time limit provided in Section 5.3.B for filing a written grievance.
- B. The Administrator(s) shall have the right to have the T.S.A.A. assist in efforts to resolve the problem informally with the Superintendent.

#### 5.5 **Formal Procedures**

##### **A. Level One - Superintendent of Schools**

1. If the informal process does not resolve the matter, a grievance shall be submitted in writing to the Superintendent of Schools within the time period set forth in Section 5.3.B.
2. The Superintendent shall, within seven (7) days after receipt of the written grievance, render the decision and the reasons therefore in writing to the Administrator(s), with a copy to the T.S.A.A.

##### **B. Level Two - Board of Education**

1. If the aggrieved Administrator(s) is not satisfied with the disposition at Level One, he/she may, within seven (7) days after receipt of the decision, file the grievance again with the T.S.A.A. for appeal to the Board.
2. The T.S.A.A. shall, within seven (7) days after receipt, refer the appeal to the Board.
3. The Board or its designated Grievance Committee shall, within ten (10) days or its next regularly scheduled meeting, whichever is later, after receipt of the appeal, meet with the aggrieved Administrator(s) and with representatives of the T.S.A.A. for the purpose of hearing the grievance.
4. The Board shall, within fifteen (15) days after such meeting, render its decision and the reasons in writing to the aggrieved administrator(s), with a copy to the T.S.A.A.

### **C. Level Three - Arbitration**

1. If the aggrieved Administrator(s) is not satisfied with the disposition of the grievance at Level Two, he/she may, within fourteen (14) days after receipt of the decision, request in writing to the president of the T.S.A.A. that the grievance be submitted to arbitration.
2. The T.S.A.A., within seven (7) days after receipt of such request, shall determine whether or not to submit the grievance to arbitration. If the T.S.A.A. decides to submit the grievance to arbitration, it shall notify the Board in writing within seven (7) days of its decision.
3. The chairman of the Board and the president of the T.S.A.A. shall, within seven (7) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within seven (7) days, the American Arbitration Association shall immediately be called upon to select a single arbitrator.
4. The arbitrator selected shall confer promptly with representatives of the Board and the T.S.A.A., shall review the record of prior hearings, and shall hold such further hearings with the aggrieved Administrator(s) and other parties of interest as he/she shall deem requisite.
5. The arbitrator shall be governed by the Voluntary Rules and Regulations of the American Arbitration Association and shall render his/her decision in writing to the Board and the T.S.A.A. setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon both parties.
6. The costs for the services of the arbitrator shall be borne equally by the Board and the T.S.A.A.

### **ARTICLE VI** **CONSULTATION AND AMENDMENT PROCEDURE**

- 6.1 The negotiation teams for the Board and the T.S.A.A. shall hold informal meeting(s) if either party requests an informal meeting.
- 6.2 This Agreement shall not be altered, amended, or changed except in writing signed by both the Board and the T.S.A.A. which amendment shall be appended hereto and become a part thereof. In all matters outside this Agreement calling

for exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding.

**ARTICLE VII**  
**CONTRACTS**

- 7.1 Upon initial employment, an Administrator will be given a contract, including any existing addendums, stating that the Administrator will be employed as a certified professional employee of the Board with salary and working conditions as determined by collective negotiations agreement.
- 7.2 Under the Administrator's contract, an Administrator may resign for good reason by submitting thirty (30) calendar days written notice.
- 7.3 A contract may be terminated by mutual consent at any time.
- 7.4 The Board may terminate a contract at any time pursuant to Connecticut General Statutes Section 10-151, including, but not limited to, other due and sufficient cause. Termination of any contract shall be governed by the Connecticut General Statutes, and hearings shall be granted as provided therein.
- 7.5 In the event of termination of contract by either party prior to its normal expiration, the salary shall be pro-rated to the effective date of such termination.

**ARTICLE VIII**  
**PROTECTION OF ADMINISTRATORS**

- 8.1 The Board of Education recognizes its legal obligations under Connecticut General Statutes Section 10-235 and Section 10-236a to protect and save harmless Administrators.
- 8.2 Administrators shall not be held responsible for students' belongings and monies lost or stolen.

**ARTICLE IX**  
**EVALUATION REPORTS AND ADMINISTRATIVE**  
**SUPERVISION OF TEACHERS**

- 9.1 A representative of the T.S.A.A. may, at the request of the Administrator, accompany the Administrator in this review of supervisory records and reports of competence, personal character and efficiency maintained in his/her personnel file with reference to evaluation of his/her performance in such school district.
- 9.2 Any complaints by a parent of a student, or any persons directed toward an Administrator and deemed serious enough to become a matter of formal record

shall be promptly called to the attention of the Administrator. Administrators are entitled to know the identity or source of all such complaints.

- 9.3 No material derogatory to an Administrator's conduct, service, character, or personality shall be placed in an Administrator's personnel file, unless the Administrator has had an opportunity to read the material and affix his/her signature on the actual copy to be filed, with the understanding that the signature merely signifies he/she has read the material to be filed and does not necessarily indicate agreement with its content.

## **ARTICLE X** **ADMINISTRATIVE ASSIGNMENTS**

- 10.1 Administrators initially employed by the Board shall receive their building assignments from the Superintendent's office.
- 10.2 Administrators already in the system shall receive notification in writing of their programs for the ensuing school year four weeks prior to the close of the current school year, unless some unforeseen circumstances should arise.
- 10.3 Administrators shall be notified in writing of any changes in their programs and schedules for the ensuing year.
- 10.4 In the determination of assignments the convenience and wishes of the Administrators shall be considered.
- 10.5 Each Administrator should be available for conferences with parents or guardians during school conference days and at mutually agreeable times.
- 10.6 On conference days Administrators shall be allowed to leave the building when not scheduled for conferences.
- 10.7 On conference days Administrators shall have a lunch of not less than sixty (60) minutes.
- 10.8 Although Administrators live outside the town, such residence shall not be claimed as the reason for not participating in school activities in the town or school district.
- 10.9 Administrators new to the system will be required to attend orientation session without additional remuneration.

## **ARTICLE XI** **ADMINISTRATIVE TRANSFER**

Involuntary transfers shall be in accordance with the following:

- 11.1 When involuntary transfers are necessary, such transfers shall be determined by the Superintendent of Schools.

Notice of an involuntary transfer shall be given to the Administrator as soon as practicable and under normal circumstances no later than April 1<sup>st</sup>.

- 11.2 An involuntary transfer shall be made only after a meeting, between the Administrator involved and the Superintendent, at which time the Administrator shall be notified of the reasons for the transfer. In the event that an Administrator objects to the transfer at this meeting, the Administrator will notify the T.S.A.A. and the Superintendent will meet with the T.S.A.A.'s representatives to discuss the transfer. Thereafter, a grievance may be filed by the impacted Administrator.

If a grievance is filed, it shall be initiated at the Board level, in accordance with the timelines for filing a grievance, as set forth in Article V. During the pendency of the grievance, the impacted Administrator shall work in the position assigned to him/her by the Superintendent.

Voluntary transfers shall be in accordance with the following:

- 11.3 The voluntary transfer of Administrators shall be the responsibility of the Superintendent who will make reasonable effort to satisfy Administrator's requests as long as they do not conflict with the best interests of the school system and pupils.

Administrators who desire to transfer to another vacant bargaining unit position, shall file a written statement of such desire with the Superintendent provided, however, such vacancy shall be filled in accordance with Article XII.

## **ARTICLE XII** **VACANCIES**

- 12.1 Positions as used in this section shall mean any bargaining unit position.
- 12.2 Vacancies which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:
- A. During the school year, the existence of vacant bargaining unit positions shall be adequately publicized by a notice in every school and externally as far in advance, as possible, of the date of filling such vacancy.

Said notice of vacancy of position shall clearly set for the qualifications for the position.

- B. Administrators who desire to apply for such vacant bargaining unit positions shall file their application in writing with the Superintendent.
- C. In the event that an existing bargaining unit member applies for a vacant position, as set forth herein, such applicant shall be provided with an opportunity to interview for the position.
- D. Such vacant bargaining unit positions shall be filled on the basis of qualification for the vacant position, as determined by the Superintendent of Schools.

**ARTICLE XIII**  
**DUTY FREE LUNCH**

- 13.1 Administrators lunch period shall be thirty (30) minutes.
- 13.2 Administrators wishing to leave the building shall notify the school office beforehand. At such time, he/she, while off school property, will not be considered to be acting within the scope of his/her employment unless performing school related business and will not be considered on work time.

**ARTICLE XIV**  
**TSAA PRIVILEGES**

- 14.1 Computers and copy machines shall be made available for the use of Administrators in school preparing instructional materials for school and for T.S.A.A. business.
- 14.2 At reasonable times, the T.S.A.A. shall have the right to use designated areas in school buildings for meeting of Administrators provided that there is no interference with any scheduled school activities. The use of such designated area shall be arranged with the principal in advance. All requests for building use shall conform to Board rules and regulations, provided, however, that there shall be no cost to the T.S.A.A. for such meetings so long as no additional custodial cost to the Board is involved.
- 14.3 The T.S.A.A. may distribute to Administrators within the schools materials dealing with proper and legitimate business of the T.S.A.A.
- 14.4 Officers and building representatives of the T.S.A.A. may request of the Superintendent of Schools that they may be granted professional leave to attend meetings and workshops held by the Connecticut Association and/or by the National Association.
- 14.5 The Board shall comply with any reasonable request by the T.S.A.A. for available information, excluding confidential personal records, possessed by the Board

which is relevant to the processing of any grievance by the T.S.A.A. or to the negotiation by the T.S.A.A. and the Board of any condition of employment.

- 14.6 The T.S.A.A. President shall be provided with a copy of the Official Agenda of each regular School Board meeting prior to such meeting. The T.S.A.A. shall be provided with copies of the official minutes of each regular meeting as soon as possible after the approval of said minutes by the Board.
- 14.7 Any Administrator elected President of the National Association or President of the Connecticut Association shall, upon written request to the Superintendent of Schools, be granted an unpaid leave of absence with full privileges not to exceed one (1) year duration for the purpose of discharging the duties of such office.
- 14.8 When it is necessary, and subject to the approval of the Superintendent of Schools, during the school year, pursuant to the grievance procedure of this Agreement, for T.S.A.A. representatives to investigate a grievance during a school day, they shall, upon advance written notice to their principals, be released for this purpose therefore with pay and without charge against any leave. Any Administrator whose appearance at a grievance hearing is necessary without loss of pay shall be released and without charge against any leave.

#### **ARTICLE XV** **SUBSTITUTE ADMINISTRATORS**

- 15.1 If it is deemed necessary by the Superintendent, an Administrator will be required to substitute for an absent Administrator.

If an Administrator is required by the Superintendent to substitute for an absent Administrator, for each full day the Administrator substitutes for the absent Administrator, in addition to his/her regular pay, the substitute Administrator will receive the difference between his/her per diem pay rate and the per diem pay rate of the Administrator he/she is substituting for, provided such pay rate is higher than the substituting Administrators' per diem pay rate.

- 15.2 If an Administrator is required, in writing, by the Superintendent to act as his/her designee: (1) when the Superintendent is out of district; or (2) in emergency situations, the designee shall receive the Superintendent's per diem rate (in lieu of the Administrator's per diem rate) for each full work day the Administrator is designated to fulfill such duties.

**ARTICLE XVI**  
**SEPARATION AND RECALL**

**16.1 Reasons for Elimination of Professional Staff Positions**

16.1.1 It is recognized that the Board has the sole and exclusive prerogative to eliminate professional staff positions, consistent with the Connecticut General Statutes, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the State and to provide good public elementary and secondary schools. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board.

**16.2 Definitions**

16.2.1 As used herein, the term “days” shall mean calendar days.

**16.3 Procedure**

16.3.1 The Board may, in the first instance, exercise its right and power to reduce the number of administrative positions without determining which Administrator contracts will be terminated, if any, or what staffing will be made to effectuate the purpose of position elimination.

16.3.2 Prior to commencing action to terminate Administrator contracts under this procedure, the Board will give due consideration to its ability to effectuate position eliminations and/or reduction in staff by:

- (1) voluntary retirements;
- (2) voluntary resignations;
- (3) transfer of existing administrative members;
- (4) voluntary leaves of absence.

16.3.3 In the event that it appears necessary to terminate Administrator contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions, identifying professional personnel whose contracts he/she recommends for termination. If the Board terminates an Administrator’s contract, it shall authorize the Superintendent to notify the Administrator, in writing, that the Board is terminating his/her contract.

Such notification, and any subsequent proceedings with regard to contract termination, will be in accordance with the provisions set forth in Connecticut General Statutes Section 10-151.

16.3.4 The following criteria will be used to select those employees whose contracts are to be considered for termination as a consequence of elimination of professional staff positions;

- (1) **Tenure Status:** If any Administrator has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the Administrator is certified and qualified. Therefore, Administrators who have acquired tenure will have first preference for retention in positions for which they are certified and qualified. This shall include first preference with regard to positions that are held by teachers, in addition to positions which are open and available.
- (2) **Other Criteria:** Within the separate categories of tenured Administrators and non-tenured Administrators, the following criteria will be considered:
  - (a) areas of certification;
  - (b) in schools where there exists assistants, the position eliminated shall be deemed to be the position of the most junior member;
  - (c) total years of experience in the Thomaston School System;
  - (d) in the event total years experience in the Thomaston School System is equal, total years of administrative experience shall be considered.

#### 16.4 **Recall Procedure**

16.4.1 If the contract of employment of an Administrator is terminated because of elimination of positions, the name of that Administrator shall remain on such recall list for a period of three (3) years unless such Administrator obtains employment as a public school Administrator in another district during that period. Administrators on the recall list shall be recalled based on the order of layoff (administrators laid off first shall be recalled first).

Notice of recall shall be at least twenty (20) calendar days prior to the anticipated date of reemployment. The Administrator shall accept or reject the appointment in writing within five (5) calendar days.

If the appointment is accepted, the Administrator shall receive a written contract within twenty (20) calendar days of receipt of the Superintendent's receipt of the administrator's written acceptance of such appointment.

Upon reemployment in a permanent position the Administrator shall be given full credit on the salary schedule for all previous teaching experience credit.

If the Administrator rejects the appointment offer, or does not respond accordingly to this procedure within the five (5) calendar days, then the name of the Administrator will be removed from the recall list.

A laid off Administrator who accepts a long-term Administrator substitute position shall not accrue seniority while working as a long-term Administrator substitute for up to one (1) continuous calendar year from the date he/she commences work in the substitute position. After one (1) continuous calendar year in such position, he/she shall commence accruing seniority.

16.4.2 The Board shall publish the recall list prior to April 1<sup>st</sup> of each year.

#### 16.5 **Policy Provisions Not Applicable to Promotions**

16.5.1 Nothing herein shall require the promotion of an Administrator to a position of higher rank, authority, or compensation, although the Administrator whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

### **ARTICLE XVII** **PAYROLL DEDUCTIONS**

17.1 In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.

17.2 A list of approved deductions is as follows:

17.3 Thomaston Administrators Association.

17.4 Connecticut Education Association.

17.5 National Education Association.

17.6 Administrators shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to 26 U.S.C. Sections 403 and 457.

17.7 First Bristol Federal Credit Union.

17.8 The T.S.A.A. shall, no later than October 15<sup>th</sup> of each year, give written notice to the business office of the amount of its dues and those of the CEA and NEA, which are to be deducted in that school year under such authorization.

- 17.9 The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his position, receiving a leave of absence or terminating his employment after the opening of school.
- 17.10 The right to refund to employees monies deducted from their salaries as under authorization shall lie solely with the T.S.A.A. The T.S.A.A. agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the T.S.A.A., which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.
- 17.11 The T.S.A.A. shall indemnify and save the Board harmless against all claims, demands, suits, judgments or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the T.S.A.A. pursuant to this Article.

**ARTICLE XVIII**  
**SPECIFIC PERFORMANCE**

- 18.1 In the event or breach of anticipatory breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages, which they would otherwise obtain.

**ARTICLE XIX**  
**COMMUNITY ACTIVITIES**

- 19.1 On an annual basis, each Administrator shall receive two thousand two hundred dollars (\$2,200.00) in additional remuneration for purposes of engaging in and attending activities outside of the workplace.

Such remuneration shall be paid throughout the work year in addition to the Administrator's regular remuneration. In the event an Administrator ceases to be employed by the Board during any contract year, he/she shall not be eligible for any remaining portion of the additional remuneration.

**ARTICLE XX**  
**DISCIPLINE**

- 20.0 An Administrator who has completed his/her probationary period shall not be given a verbal warning, written warning or suspended without just cause, provided, however, verbal and written warnings shall not be subject to arbitration under Article V.

The termination of a non-probationary Administrator shall be in accordance with applicable law.

**ARTICLE XXI**  
**SEVERABILITY**

21.1 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 remainder of this Agreement shall remain in full force and effect.

**SIGNATURE BLOCK**

IN WITNESS WHEREOF, on September 9, 2019, the parties hereunto have caused these presents to be executed by their proper officer, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

**THOMASTON BOARD OF EDUCATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

**THOMASTON SCHOOL ADMINISTRATORS  
ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

## **APPENDIX I - Insurance Matrix**