

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SOUTHINGTON BOARD OF EDUCATION
AND
SOUTHINGTON ADMINISTRATORS ASSOCIATION
LOCAL 74,
AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS,
AFL-CIO
FOR JULY 1, 2020 – JUNE 30, 2023

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This Agreement is made and entered into on this **26th day of September, 2019**, by and between the Southington Board of Education (hereinafter alternatively referred to as the Southington Board of Education, the Board or Southington Public Schools) and the Southington Administrators Association (hereinafter alternatively referred to as the Association, the Southington Administrators Association or the SAA), Local 74, American Federation of School Administrators, AFL-CIO. This Agreement shall be in force from July 1, 2020, through June 30, 2023.

ARTICLE I **RECOGNITION**

- A. The Southington Public Schools recognizes the Association for the purposes of negotiations as the exclusive collective bargaining agent for and on behalf of all employees of the Board who are employed in full-time positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, excluding the Superintendent of Schools, the Assistant Superintendent of Schools and other certified professional personnel excluded by section 10-153b(b) of the Connecticut General Statutes. As used in this Agreement, the term "administrator" refers to members of the above-described administrators bargaining unit. Questions regarding the bargaining unit status of a position shall be resolved in accordance with State Department of Education Procedure.
- B. Persons employed by the Southington Public Schools on a temporary, casual or substitute basis are not and will not be covered by the provisions of this Agreement.
- C. A temporary employee is one who is hired for a specific period of time or is hired for a specific project or is hired to replace an employee on leave or to fill a vacancy on an interim basis. A casual or a substitute employee is one who is not scheduled on a regular daily basis.

ARTICLE I.A **BOARD PREROGATIVE**

- A. The Southington Board of Education is a public body established under and with the power provided by the statutes of the State of Connecticut. As the body charged with the responsibility for maintaining an effective system of free public education for the citizens of Southington and the efficient and economical aspect of the Southington Public Schools, it is acknowledged that the Board has the final responsibility of establishing and administering educational policies of the Southington educational system.
- B. Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Board of Education under the statutes of the State of Connecticut or the rules and regulations of any agencies of the state.
- C. As to every matter not expressly covered by this Agreement, and except as directly modified by a specific provision of this Agreement, the Board retains exclusively to itself all the rights and powers and responsibilities that it has or may hereafter be granted by law and may

exercise the same in its discretion without such exercise being made the subject of a grievance proceeding. It is understood that no present conditions of employment over which the Board is obligated by law to negotiate before altering or amending shall be altered or amended without negotiations with the Association.

ARTICLE II

PROFESSIONAL NEGOTIATIONS

- A. During the term of such agreement, neither party shall be required to negotiate with respect to any matters, whether or not covered by such agreement, except by mutual consent, unless ordered to do so by an authority of competent legal jurisdiction. The SAA retains all statutory rights concerning negotiation over changes concerning mandatory subjects of bargaining.
- B. This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GENERAL

- A. There shall be no reprisals of any kind taken against any administrator by reason of his/her membership or nonmembership in the Association.
- B. Administrators shall be given a copy of any evaluation report prepared by their supervisors and they shall have the right to discuss such reports with their supervisors. Any such evaluation report or other written statement of criticism contained in the individual administrator's personnel or other file shall be shown to the administrator within fifteen (15) days and such individual shall have the opportunity to acknowledge the report by signature. Additional comments within a thirty (30) day period beginning with the date of receipt of the report may be added to the evaluation report by the administrator for the purpose of response.
- C. If negotiation meetings between the Board and the Association are scheduled during a school day, the designated representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article IV (Grievance Procedure), for any administrator designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, the administrator shall, with the permission of his/her immediate supervisor, and with the approval of the Superintendent of Schools or his/her designee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any administrator whose appearance as a witness is required in such investigations, meetings or hearings shall be accorded the same right. The Association agrees that these rights shall not be abused.
- D. It is understood that this Agreement is subject to, and shall operate within the framework of, the statutes of the State of Connecticut.

- E. It is understood that administrators shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board policies and administrative rules and regulations, provided that the Board policies and administrative rules and regulations shall not be in conflict with the terms of this Agreement.
- F. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

- 1.
 - a. A grievance shall be a complaint by an administrator that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement and shall be subject to the grievance procedure and may be processed to arbitration (Level Three).
 - b. A complaint based upon an event or condition which affects the conditions of employment of an administrator or group of administrators, shall be subject to the grievance procedure and may be processed through the Board level (Level Two), but shall not be arbitrable.
- 2. An aggrieved person is the person or persons making this claim.
- 3. A "party in interest" is the person or persons in the bargaining unit making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4. "Superintendent" shall mean the superintendent or his/her designee.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept confidential as the law permits at each level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement, set forth in writing.
2. Any grievant who does not stay within the specified time limits shall be considered to have waived his/her grievance and the grievance procedure shall stop at that point.
3. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible. If no agreement is reached by the parties, however, the regular timetable shall prevail.

4. Level One - Superintendent

An administrator who feels aggrieved shall first attempt to informally resolve the problem with his/her immediate supervisor or the Superintendent of Schools prior to formal filing of the grievance at Level One, except in cases where time constraints make it impossible to do so. An administrator with a grievance shall submit the grievance in writing to the Superintendent of Schools on Form I within fifteen (15) working days after the grievable matter was known or, through the exercise of due diligence, should have been known. The administrator will, in a meeting held within seven (7) working days after the grievance was filed, discuss the grievance with the Superintendent of Schools either directly or through the Association's representative with the objective of resolving the matter. A decision must be made within three (3) working days after the grievance meeting with the Superintendent of Schools. All grievances, in order to be valid, must set forth a plain statement of the grievances and must indicate whether or not the grievance involves an allegation of a violation, misinterpretation or misapplication of a specific provision of this Agreement, or whether it is a complaint based upon an event or condition which affects conditions of employment. If the grievance is contractual in nature, the written grievance shall cite with specificity the particular provision or provisions of this Agreement claimed to have been violated. The written grievance shall state the remedy requested.

5. Level Two - Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) working days after he/she first met with the Superintendent, he/she may file the grievance in writing with the Board on Form II within five (5) working days after a decision by the Superintendent, or fifteen (15) working days after he/she first met with the Superintendent, whichever is sooner. Within fifteen (15) working days after receiving the written grievance, a committee of the Board shall meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at

Level Two shall, however, be rendered by a quorum of the Board within fifteen (15) working days after the grievance meeting.

6. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15) working days after he/she has first met with the Board committee, he/she may request, in writing, on Form III, the Association to submit his/her grievance to arbitration. The Association shall have ten (10) working days in which to file with the Board a written demand for arbitration starting with receipt of the Board's decision by the Association or, if no decision has been rendered, within fifteen (15) working days after the first meeting with the Board committee.

Grievances which do not involve the violation, interpretation or application of any of the provisions of this Agreement may be processed through Level Two, and shall not be arbitrable.

- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances involving the interpretation, violation or application of any of the provisions of the Agreement shall be final and binding, subject to law. The arbitrator shall have no power to add to, subtract from, or otherwise modify any provision of the Agreement.
- d. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

D. Rights of Administrators to Representation

- 1. No reprisals of any kind shall be taken by either party or any member of the

administration against any party in interest or any other participant in the grievance procedure by reasons of such participation.

2. Only the Association shall be allowed to appeal unresolved grievances to arbitration, and no individual member or members of the Association may invoke arbitration of grievances pursuant to this Agreement unless their request for submission of a grievance to arbitration has been accepted by the Association and appealed to arbitration by the Association.

E. Miscellaneous

1. Decisions rendered at Levels One and Two of the grievance procedure shall be in writing setting forth the decision and the reasons therefor, and shall be transmitted promptly to all parties in interest and to the President of the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 6.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances shall be prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
4. The sole remedy available to any administrator for any alleged violation of this Agreement or any of his/her rights hereunder shall be pursuant of the grievance and arbitration procedure; provided, however, that nothing contained herein shall deprive any administrator of any legal right. If an administrator is not represented by the Association, the Association shall have the right to be present and to state its position at all stages of the procedure.

ARTICLE V
SALARIES

- A. The salaries for all employees covered by this Agreement are set forth in Appendix "A," Appendix "B" and Appendix "C."
- B. The salaries listed in appendices are for services provided by all employees identified in Article I, Section A, for the duration of this Agreement.
- C. Administrators shall be paid on a biweekly schedule, with the stipulation that such administrators shall sign a waiver to any overpayment resulting from the termination of employment prior to completing the obligation of working a full year. Administrators shall be paid by automatic electronic direct deposit to a financial institution of their choice.
- D. Yearly increments under multiple-year agreements and/or increases under multiple-year agreements or one (1) year agreements may be withheld for due and sufficient cause by vote

of the Board of Education if recommended by the Superintendent of Schools.

- E. The Curriculum Coordinators, Athletic Director and Special Education/Special Services Coordinators shall receive One Hundred Dollars (\$100) per month (for 10 months) as mileage reimbursement; however, that Special Education/Special Services Coordinator responsible for outside placement shall be entitled to submit monthly bills for mileage and be paid on a monthly basis for the same at the prevailing IRS rate. Such reimbursement will not be considered part of salary.

ARTICLE VI

HEALTH INSURANCE

- A. The Board shall provide health insurance coverage for administrators through a High Deductible/HSA plan ("HSA plan"). The HSA plan will include the following elements:

Cost Share Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,250/\$4,500	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co-insurance maximum
Prescription Drug Coverage	Subject to deductible then: \$10 Generic, \$25 Preferred Brand, and \$40 Non-Preferred Brand, up to co-insurance maximum	20/80% after deductible, up to co-insurance maximum
Coinsurance Maximum	\$0 Medical \$1,000/2,000 RX (Includes In-Network Post Ded. RX Copays)	\$2,250/4,500 (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum ⁽¹⁾	\$5,500 individual coverage/\$11,000 family coverage (includes deductible and in-network and out-of-network cost shares)	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

- (1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,250/\$6,500

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

The Board will fund \$1,000/\$2,000 of the applicable HSA deductible amount. The Board's HSA contributions accounts shall be pro-rated for any part-time administrator. The Board's HSA contributions shall also be pro-rated for employees hired into the administrators' bargaining unit during the contract year, based on the number of months remaining in the contract year. One-half of the Board's contribution toward the deductible will be deposited into the HSA accounts in September and the remaining one-half will be deposited into the HSA accounts in March. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Effective with the 2021-22 contract year, and continuing thereafter, the Board will no longer process employees' contributions into Health Savings Accounts on a pre-tax basis, unless the parties mutually agree otherwise.

A Health Reimbursement Account ("HRA") shall be made available for any administrator who is precluded from participating in a Health Savings Account ("HSA") because the administrator receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for administrators participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for administrators enrolled in the HSA.

The Board shall also provide the following insurance coverage for administrators:

1. Individual life insurance as follows: \$250,000 (group term).
2. Family dental plan as described by Blue Cross as "Full Service Plan for Dental Care" in its brochure 713, Rev. 5/2/78 effective 7/1/80, with Rider A.

The insurances noted and referred to above shall be provided by automatic payroll deduction on a premium cost sharing basis as follows:

Administrators shall pay the following percentages toward the costs of the insurance coverage set forth above, as applicable, for the 2020-21 and 2021-22 contract years:

Effective July 1, 2020	22.0%
Effective July 1, 2021	22.0%

If an administrator and the administrator's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2021, the administrator will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2022. If an administrator and the administrator's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2021, the administrator will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2022.

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2022	23.0%	28.0%

The wellness incentive set forth above shall apply to all administrators who are employed by the Board as of January 1, 2021. Any administrator hired after January 1, 2021 will pay the discounted premium contribution percentage for the 2022-23 contract year.

The Board will cover employees' children on the medical insurance plan (excluding the dental plan) in accordance with federal law.

State insurance mandates effective November 2006 are included in coverage.

Excise Tax:

If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Teacher Negotiation Act (TNA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

- B. 1. Long-term disability income protection policy with benefits to become effective after one hundred eighty (180) days of absence from work at rates of sixty (60%) percent of salary per month to a maximum of \$7,500 per month effective until age sixty-five (65). This description is intended only as a summary of certain aspects of said policy and it is agreed that disability requirements and benefits levels under said policy shall be determined in accordance with the provisions of the master insurance policy in effect. The Board shall pay to the administrator, as an addition to base pay, an amount equal to the premium cost and the administrator shall pay, by way of salary reduction, the premium for such disability insurance to the carrier.

2. Individual administrators may elect to purchase additional amounts of group-term life insurance as provided under this article, provided that the following conditions are observed:
 - a. the applicable master group-term life insurance policy in effect at the time must permit such additional purchase;
 - b. there shall be no additional cost to the Board, and the full cost of all premium payments for such additional coverage shall be borne by the individual administrator.
 - c. elections to purchase additional amounts of group-term life insurance must be made in increments of \$10,000.00; and
 - d. if administrators make the additional purchase via payroll deductions as opposed to direct arrangement with and payment to the insurance carrier or agent, elections to purchase additional increments of group-term life insurance must be made only during the month of April of each year, and no changes in such additional purchase arrangements shall be made at any time during the next year. Upon retirement, administrators may elect to maintain the life insurance coverage provided through the collective bargaining agreement. Administrators who elect this option will be responsible for 100% of the group rate premium.
- C. Employees covered by this Agreement who retire during the term of this Agreement and receive pension benefits under the State Teachers' Retirement Act, Chapter 167, may participate, at their expense, in any existing health benefits offered to active employees, with the following stipulations: (1) such participation is limited through age sixty-five (65); and (2) that the rules and regulations of the insurance carrier will permit such participation.
- D. The Board of Education shall have full subrogation rights in any case where administrators receive court judgments or settlements for lost wages or medical benefits received by administrators covering any period during which the administrator has received continued salary payments or has been reimbursed for medical expenses from the Board during a period of absence. If the Board exercises its subrogation rights and recovers monies covering absences for which accumulated sick leave was utilized, no sick leave shall be deducted from an employee's credit for such periods.
- E.
 1. Notwithstanding the above, administrators may voluntarily elect to waive in writing all health insurance coverages outlined above, and, in lieu thereof, shall receive an annual payment of One Thousand (\$1,000) Dollars in cash. Payment to those employees waiving such coverage shall be made in one lump sum payment during the month of December.
 2. Where a change in an administrator's status prompts the administrator to resume Board-provided insurance coverage, the written waiver may, on written notice to the

Board of Education, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to the rules and regulations of the Internal Revenue Service and the §125 Plan and to any other regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the administrator and the Board to ensure that the Administrator has been compensated, but not overcompensated, for any waiver elected under paragraph 1 above.

3. Notice of intention to waive insurance coverage must be sent to the Superintendent of Schools or his/her designee not later than June 15 of the prior school year, and all such waivers must be permitted by the applicable insurance carrier(s).
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- F. The insurances noted in Section A of Article VI shall be provided subject to the Blue Cross/Blue Shield managed care benefits program. The Board may change (1) insurance carriers/administrators and/or (2) the managed care benefits program provided the benefits, coverage and administrative claim services are substantially equal to or better than that which is currently in effect. The Association shall have forty-five (45) calendar days to examine the proposed insurance policy. If the Association believes that benefits, coverage and/or service are not substantially equal it may file a grievance with the Board for immediate submission to arbitration. The Board shall not institute the new insurance coverage until an arbitrator has determined that the new policy is substantially equal to or better than the current policy, or until agreement between the parties, whichever first occurs.
 - G. The Board shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) Plan for administrators. The Plan shall be designed to permit exclusion from taxable income for each enrolled administrator's share of health and medical premiums, as well as the cost of dependent care assistance. The maximum amounts under the FSA shall be established in accordance with applicable law.

ARTICLE VII

SICK LEAVE

- A. Administrators shall be entitled to twenty (20) sick leave days each school year. Administrators may use up to five (5) days of their accrued sick leave per year, on a non-cumulative basis, for the care of an administrator's spouse, parents or children. Unused sick leave days may be accumulated to a maximum of two hundred fifteen (215) days for 215-day administrators and two hundred twenty-seven (227) days for 227-day administrators.
- B. If an administrator exhausts his/her accumulated sick leave, an extension of sick leave may be granted by application to the Superintendent of Schools, subject to approval by the Board.
- C. If an administrator is absent because of illness due to communicable disease definitely traceable to contact made in school, the absence will not be charged against sick leave.

- D. In the event of absence of an administrator for illness in excess of five (5) consecutive working days, the Board may require an examination by an independent physician, such examination to be at the Board's expense.

ARTICLE VIII

ABSENCE FOR PERSONAL REASONS

- A. Up to a maximum of three (3) days for absence for personal reasons in any one (1) year with pay will be granted subject to application by the administrator in writing to the Superintendent of Schools and/or his/her designee no later than five (5) school days before the requested absence (except in the case of emergencies) and written approval of the Assistant Superintendent of Schools, in accordance with the following stipulations:
1. A maximum of two (2) days for critical illness in the administrator's immediate family. Immediate family is defined as including a parent, a husband or wife, a son or daughter, a brother or sister.
 2. One (1) day per occurrence in the case of an emergency illness in the immediate family as defined above for the purpose of making arrangements for necessary medical or nursing care.
 3. One (1) day or such portion of a day per occurrence that is necessary to attend a ceremony for the awarding of a degree or college graduation of self, spouse, son, daughter, grandson or granddaughter.
 4. One (1) day or such portion of a day that is necessary for attendance at the funeral services of a person whose relationship to the administrator warrants such attendance.
 5. One (1) day for personal marriage or for participation in a wedding ceremony provided the ceremony is on a scheduled workday.
 6. One (1) day or such portion of a day that is necessary, except on weekends and days before and after holidays, for legal and other personal affairs which cannot be handled outside of school hours, including a birth or adoption of a child.
- B. A maximum of three (3) days for performance of mandatory religious obligations when such obligations occur on scheduled workdays.
- C. Up to a maximum of three (3) days, including the day of the funeral, will be granted with pay for each occurrence of death of a parent, spouse, child, brother, sister, mother-in-law or father-in-law.
- D. Up to a maximum of two (2) days, including the day of the funeral, will be granted with pay for each occurrence of death of grandparent, brother-in-law or sister-in-law.

- E. In the event that circumstances arise whereby the administrator exceeds the allotted number of days for any of the provisions in Section A above or other extenuating circumstances, the administrator may, at the discretion of the Superintendent of Schools, provided ample notice and reasons have been submitted and prior approval received, have no deduction made or have a per diem part of his/her annual salary depending on the individual's work year, deducted for each day allowed.
- F. Court appearance when subpoenaed as a witness or when requested to appear by the Board of Education as a witness in any case connected with the administrator's employment in the Southington school system will not be chargeable against absence for personal reasons.
- G. Personnel covered by this Agreement who are called to jury duty shall be granted the difference between jury duty pay and their regular salary and such jury duty is not to be chargeable against allotted sick leave or leave of absence, provided that the administration has been notified at least seven (7) days in advance of a call to jury duty and has had an opportunity to have the administrator excused from such duty.
- H. All leaves of absence provided for under the terms of this article are noncumulative.

ARTICLE IX

WORKDAY - WORK YEAR

A. Workday

It is recognized by the Board and the Association that the proper performance of the duties and responsibilities of all elementary and secondary school administrators covered by this Agreement will require presence above and beyond the limits described below.

- 1. The minimum workday for all administrators covered by this Agreement will be as follows:
 - a. It is understood that each administrator shall carry out his/her professional responsibilities to the extent required by the education program of the Southington Board of Education and the Superintendent of Schools.
 - b. Regular school day: One-half (1/2) hour before and one-half (1/2) hour after the regular school day starts and ends.
 - c. Other days: No less than a regular workday as in "b" above, unless modified by the Superintendent in his/her discretion.
 - d. During athletic seasons, the regular work day for the athletic director as defined in 1.b. is subject to modification by mutual consent of the Superintendent, which approval will not be unreasonably withheld, and notification to his/her immediate supervisor. Said modification should be

requested one (1) month in advance subject to subsequent revision due to extenuating circumstances. The modified work day shall be no less than that which is defined in 1.b. above. It is understood that on site attendance during the regular school day of an athletic season, which may constitute expenditure of time beyond that of the minimal work day, shall be required to conduct the essential duties of the position (e.g., staff observation/evaluation, parental meetings involving athletic disciplinary consequences, etc.).

2. "Storm Days". When school is dismissed early because of weather conditions or other emergencies, all administrators covered by this Agreement are expected to remain on the job until all bused students have been delivered to their destination as reported by the bus company, unless excused earlier by the Superintendent of Schools, provided that the Superintendent may, for good cause, require administrators to remain at school for a longer period of time.

B. Work Year

1. 227-Day Administrators. All 227-day administrators will work the 186-day school calendar, 10 days before the opening of school, 10 days following the last day on the 186 day calendar, 21 days by mutual consent of his/her immediate supervisor (subject to approval by the Superintendent, which approval will not be unreasonably withheld), for a total of 227 working days. The following administrators are designated 227-Day Administrators: High School Principal, Middle School Principals, Derynoski Elementary School Principal, High School Assistant Principals, Middle School Assistant Principals, and Director of School Counseling (grades 6-12).
2. 215-Day Administrators. 215-day administrators will work the 186-day school calendar, 10 days before the opening of school, 10 days following the last day on the 186-day calendar and 9 days by mutual consent of his/her immediate supervisor (subject to approval of the Superintendent, which approval will not be unreasonably withheld), for a total of 215 working days. Elementary principals with an enrollment of 400 or more students on October 1st shall have the option of requesting up to 10 additional days beyond the 215 and will be paid at their daily per diem rate. The following administrators are designated 215-Day Administrators: Elementary School Principals, Elementary School Assistant Principal, Coordinators, Athletic Director, and Director of Alternative High School.
3. The work year will coincide with the contract year (July 1 to June 30).

C. Miscellaneous

1. When an administrator is directed to work by the Superintendent of Schools or his/her designee, such day will count as a workday.
2. In the event that an administrator leaves the Southington school system, he/she will

receive a final balancing paycheck which will reflect the actual number of days worked prior to departure, with appropriate upward or downward adjustment, calculated on a per diem basis of his/her work year.

ARTICLE X

PAYMENT FOR ACCUMULATED SICK LEAVE

ON RETIREMENT OR DEATH

Upon retirement under the Connecticut State Teachers' Retirement System, or upon death, administrators or their estates will be paid for accumulated unused sick days up to a maximum of twenty-five (25%) percent of two hundred fifteen (215) days (for 215-day administrators) and twenty-five (25%) percent of two hundred twenty-seven (227) days (for 227-day administrators) of such accumulated unused sick days at their daily rate, based upon their work year calculated on a per diem basis of their annual salary at the time of retirement or death.

ARTICLE XI

PERSONAL INJURY BENEFITS

- A. Administrators shall have the protection as provided in Section 10-236a of the Connecticut General Statutes.
- B. Any administrator absent from employment as a result of injury sustained during an assault upon such administrator while acting in the discharge of his/her duty within the scope of his/her employment or under the direction of the Board or for a court appearance in connection with such assault shall continue to receive his/her full salary while so absent, except that the amount of any workers' compensation award may be deducted from salary payments during such absence. The time of such absence shall not be charged against the administrator's sick leave, vacation time or personal leave days.

ARTICLE XII

PROTECTION

- A. Administrators shall immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing.
- B. This report shall be forwarded by the Superintendent to the Board, which shall comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved and shall act in appropriate ways as liaison between the administrator, the police and the courts.
- C. If criminal or civil proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/her employment, such administrator may request

the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel and the administrator prevails in the proceedings, then the Board shall reimburse the administrator for reasonable counsel fees incurred by him/her in defending the proceedings.

ARTICLE XIII

403(B) AND 457 PLANS

Administrators shall be eligible to participate in a plan established and maintained by the Board pursuant to Internal Revenue Code Section 403(b) and the regulations thereunder, as amended.

The Southington Board of Education agrees to offer the CASBO 457 Deferred Compensation Plan. All administrators are eligible to participate.

ARTICLE XIV

DUES DEDUCTION

- A. Upon the submission of a voluntary written authorization signed by an administrator, the Southington Board of Education agrees to deduct from the salary of the administrator an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.
- B. Those administrators whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
- C. The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such a check a list of administrators for whom such deductions were made.
- D. No later than the first paycheck in October of each school year the Board of Education shall provide the Association with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.
- E. The Association agrees to hold the Board harmless from any financial loss and any and all damages and liabilities, including reasonable attorney's fees, which may be sustained or which may arise as a result of making the dues deductions called for in this section, and any other deductions provided for by any other provision of this Agreement, except that which may result from the negligence of Board employees.

ARTICLE XV
PROMOTIONS - TRANSFERS - REASSIGNMENTS

- A. All openings for positions in the bargaining unit shall be publicized by posting in each school for a period of ten (10) days, unless the parties agree in writing on a case-by-case basis to a shorter or longer posting period. The qualifications for the position shall be clearly set forth in the posting notice. Among other factors, consideration shall be given to applicants for past service and experience in the Southington Public Schools.
- B. To the extent possible, transfers and reassignments will be voluntary, but the Board reserves the right to make such transfers and reassignments. Changes in assignment which are involuntary shall not be effected or announced without a prior personal conference between the administrator involved and the Superintendent of Schools or his/her designee at which time the administrator shall be notified of the reason for the transfer or reassignment. At the request of the employee the reason for the transfer or reassignment shall be given in writing. No administrator shall arbitrarily or capriciously be demoted or have his salary increase arbitrarily or capriciously withheld for unsatisfactory performance or misconduct.

ARTICLE XVI
SABBATICAL LEAVES

- A. Sabbatical leaves may be granted at the discretion of the Board of Education to certificated personnel upon recommendation by the Superintendent of Schools, providing the following conditions are accepted.
1. No more than one (1) member of the bargaining unit may be on sabbatical leave at any one (1) time.
 2. Application must be made to the Superintendent of Schools no later than December 31 of the school year preceding the school year in which the sabbatical is to be taken.
 3. Leaves may be granted for up to a full year to personnel with seven (7) or more years of continuous service in Southington.
 4. One-half (1/2) of the salary rate of the year of leave will be paid and health insurance benefits will be continued, provided the recipient agrees:
 - a. to return to Southington for three (3) full years for each year of sabbatical leave;
 - b. to refund the Town of Southington on a pro rata basis that fraction of sabbatical payment received which will be equivalent to the fraction of time not completed under 4(a).

5. The recipient agrees to spend at least four-fifths (4/5) of the sabbatical leave time in academic study and submit evidence of such or make refund under the same terms as 4b.
 6. Sabbatical leave may be used for travel purposes at the discretion of the Board of Education.
- B. Upon returning from sabbatical leave, an administrator shall be placed in his/her former administrative position or a substantially equivalent administrative position in status and pay. The administrator shall be placed on the established salary range as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical leave shall not affect continuity of service nor accrual of seniority toward longevity benefits.

ARTICLE XVII

PROFESSIONAL LEAVE

The Board will pay, within limits of appropriations, the reasonable expense (including fees, meals, lodgings and transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions, for particular purposes of special benefit to the school system, at the request of the administrator or the Superintendent of Schools and with the advance approval of the Superintendent of Schools.

ARTICLE XVIII

STRIKES

During the term of this Agreement, the Association shall not cause or sponsor, and no administrator shall cause or participate in, any strike or work stoppage. If the Association disclaims in writing to the Board responsibility for any act prohibited hereby, it shall not be liable in any way therefor. Administrators who participate in any such act may be disciplined or discharged without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

ARTICLE XIX

REDUCTION IN FORCE

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum and the number of administrative employees. If, in the Board's judgement, it is necessary to reduce the administrative staff in areas covered by this collective bargaining agreement, identification of the employee(s) to be reduced shall be made in accordance with the procedures of this article.

First, the Board shall determine the number of positions to be eliminated and identify the administrative classifications in which the eliminations will take place. Within any administrative classification, seniority is based on continuous, unbroken service as an administrator in any administrative position in the bargaining unit in identifying employees for reduction, so long as the remaining more senior administrator is determined by the appointing authority to be both qualified and certified to perform the duties and responsibilities of remaining positions within his/her administrative classification. In case two administrators have equal administrative seniority then total continuous, unbroken service in the school system (teacher and administrative) shall be the tie-breaker, subject to the above determinations by the appointing authority in reviewing the records.

In order to promote an orderly reduction in administrative personnel, the following more specific procedures will be used to identify the administrators to be affected by the staff reduction:

1. Any administrator relieved of his/her duties because of a reduction in staff shall be offered a vacant administrative opening in his/her particular administrative classification for which he/she is determined by the appointing authority to be both qualified and certified, if such a vacant position exists.
2. If an administrator is relieved of his/her duties because of a reduction in staff, he/she will be offered the position of an administrator who has the least seniority (as above defined) in the same classification, provided the more senior administrator is determined by the appointing authority to be both qualified and certified to displace the least senior administrator in the same classification. Bargaining unit members qualified and certified as set forth above may bump within classification and then downwards (7.a to 7.g) only. Downward bumping can only occur when the administrator who is bumping has greater seniority than the administrator being bumped.
3. If an administrator is placed due to a reduction in force into a lower administrative position, he/she will continue to receive his/her present salary until the salary for the new administrative position reaches or exceeds his/her present salary.
4. If an administrator is relieved of his/her duties because of a reduction in staff and does not qualify for another administrative position under this article, he/she will have all rights provided under the laws of the State of Connecticut to be assigned to a teaching position in the Southington school system. If appointed to a teaching position, a displaced administrator will be given experience credit both within and out of the Southington school system for purposes of salary classification on the teachers' salary schedule. Administrators who, as a result of a reduction in force, take positions as teachers in the teacher unit will be placed on the administrators' recall list for a period of two (2) years, commencing with the effective date of their layoff, and will be recalled if an administrative vacancy within their classification at the time of layoff becomes available for which they are determined by the appointing authority to be both qualified and certified, based upon the reversal of the above seniority and qualification criteria. Otherwise, the administrator(s) shall be terminated and shall be placed on the above-described recall list for a period of

two (2) years starting with the effective date of termination. It is agreed that seniority rights concerning recall shall be applied in the reverse and that recall rights shall be limited to recall to the classification last occupied at time of termination or reassignment to the teacher unit, provided that the administrator is also determined by the appointing authority to be both qualified and certified.

5. An administrator displaced to the teachers' unit by reason of a reduction in force shall receive fifty percent (50%) of the difference between what would have been the administrator's new salary (as of July 1) and the teacher salary. Notice of any such displacement shall be made as soon as practicable. The first thirteen paychecks shall be at the administrator's rate and the remaining thirteen paychecks shall be at the teacher salary rate.
6. The two (2) year recall period shall commence with the last date the employee performed work as a member of the bargaining unit. The Board's obligation to recall a laid-off employee shall be fully discharged by sending a written notice of recall to the individual's last address appearing on official Board personnel files maintained in the central office by registered or certified mail, with a copy to the Association President. It shall be the individual's responsibility to keep the address current. If the individual who is recalled does not accept the offered position in writing within two (2) calendar weeks from the date of the recall notice or make other arrangements acceptable to the Board or its agents, he/she will be dropped from the recall list. In any case, employees on the recall list shall lose all recall rights after two (2) calendar years.
7. Classifications as mentioned in this article shall be defined as follows and are listed from high (a.) to low (g.):
 - a. Secondary principals (grades 6-12)
 - b. Elementary principals (grades K-5)
 - c. Assistant principals (K-12)
 - d. Director of School Counseling (grades 6-12)
 - e. Coordinators (All administrators in this classification shall be placed in one pool for RIF purposes, with limited bumping rights as set forth in section 2 above).
 - f. Director of ALTA
 - g. Athletic Director
8. It is agreed that all terminations shall be effected in accordance with the applicable provisions of the Connecticut Teacher Dismissal Law (Section 10-151) and shall not be the subject of a grievance or claim for arbitration.

ARTICLE XX
JUST CAUSE

Disciplinary action in the form of a written reprimand or a suspension without pay shall only be imposed for just cause.

SIGNATURE

The provisions of this Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this **26th day of September, 2019.**

SOUTHINGTON ADMINISTRATORS
ASSOCIATION

By _____

Frank Pepe
President

SOUTHINGTON BOARD OF EDUCATION

By _____

Terri C. Carmody
Vice Chairperson

APPENDIX A
SOUTHINGTON ADMINISTRATORS
SALARIES FOR

2020-21

	<u>MINIMUM</u>	<u>MAXIMUM</u>
High School Principal	162,450	175,622
Middle School Principals	150,642	162,855
Derynoski Elementary School Principal	149,440	161,558
Elementary School Principals	139,795	151,127
High School Assistant Principals	139,219	150,508
Middle School Assistant Principals	136,910	148,012
Elementary School Assistant Principal	127,451	137,785
Director of Counseling	136,910	148,012
Coordinators	128,605	138,939
Athletic Director	120,345	129,522
Director of Alternative High School	113,170	122,346

Newly hired administrators and administrators appointed to new positions may be placed, at the Boards discretion, at a salary level which is up to 7.5% below the salary level listed for the position, provided that current administrators promoted to a higher salary level position shall not receive a salary lower than his/her previous salary. By the beginning of the third year of employment, said administrator shall be placed at the above maximum salary level for the position. The administrator shall progress to that level in equal steps.

Any administrator who has completed an earned Doctorate at an accredited college or university shall receive an additional stipend of Two Thousand, Two Hundred, Fifty Dollars (\$2,250) annually.

APPENDIX B
SOUTHINGTON ADMINISTRATORS
SALARIES FOR

2021-22

	<u>MINIMUM</u>	<u>MAXIMUM</u>
High School Principal	165,699	179,134
Middle School Principals	153,655	166,112
Derynoski Elementary School Principal	152,429	164,789
Elementary School Principals	142,591	154,150
High School Assistant Principals	142,003	153,518
Middle School Assistant Principals	139,648	150,972
Elementary School Assistant Principal	130,000	140,541
Director of Counseling	139,648	150,972
Coordinators	131,177	141,718
Athletic Director	122,752	132,112
Director of Alternative High School	115,433	124,793

Newly hired administrators and administrators appointed to new positions may be placed, at the Boards discretion, at a salary level which is up to 7.5% below the salary level listed for the position, provided that current administrators promoted to a higher salary level position shall not receive a salary lower than his/her previous salary. By the beginning of the third year of employment, said administrator shall be placed at the above maximum salary level for the position. The administrator shall progress to that level in equal steps.

Any administrator who has completed an earned Doctorate at an accredited college or university shall receive an additional stipend of Two Thousand, Two Hundred, Fifty Dollars (\$2,250) annually.

APPENDIX C
SOUTHINGTON ADMINISTRATORS
SALARIES FOR

2022-23

	<u>MINIMUM</u>	<u>MAXIMUM</u>
High School Principal	169,212	182,932
Middle School Principals	156,912	169,634
Derynoski Elementary School Principal	155,660	168,283
Elementary School Principals	145,614	157,418
High School Assistant Principals	145,013	156,773
Middle School Assistant Principals	142,609	154,173
Elementary School Assistant Principal	132,756	143,520
Director of Counseling	142,609	154,173
Coordinators	133,958	144,722
Athletic Director	125,354	134,913
Director of Alternative High School	117,880	127,439

Newly hired administrators and administrators appointed to new positions may be placed, at the Boards discretion, at a salary level which is up to 7.5% below the salary level listed for the position, provided that current administrators promoted to a higher salary level position shall not receive a salary lower than his/her previous salary. By the beginning of the third year of employment, said administrator shall be placed at the above maximum salary level for the position. The administrator shall progress to that level in equal steps.

Any administrator who has completed an earned Doctorate at an accredited college or university shall receive an additional stipend of Two Thousand, Two Hundred, Fifty Dollars (\$2,250) annually.

The following Memorandum of Understanding shall remain in effect during the term of the parties' 2020-23 contract:



MEMORANDUM OF AGREEMENT
between
THE SOUTHTINGTON BOARD OF EDUCATION
and
THE SOUTHTINGTON ADMINISTRATORS ASSOCIATION

DIRECTOR OF PUPIL PERSONNEL SERVICES

The Southington Board of Education (the "Board") and the Southington Administrators' Association (the "SAA") agree as follows:

- 1) The position of Director of Pupil Personnel Services is currently included in the bargaining unit.
- 2) The parties agree that effective July 1, 2014, the position of the Director of Pupil Personnel Services shall be excluded from the bargaining unit.

SOUTHTINGTON BOARD OF EDUCATION:

Date: 7-29-14

By: [Signature]
Brian S. Goralski, Chairperson

SOUTHTINGTON ADMINISTRATOR ASSOCIATION:

Date: 7-30-14

By: [Signature]
Richard Terino, SAA President

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