

PROFESSIONAL AGREEMENT

Between the

**SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12
BOARD OF EDUCATION**

and the

SHEPAUG VALLEY ADMINISTRATORS ASSOCIATION

July 1, 2019 to June 30, 2022

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PREAMBLE

This agreement is negotiated under the Teacher Negotiation Act, Conn. Gen Stat 10-153a, et seq., as amended from time to time, in order to fix for its term the salaries and other conditions of employment provided herein. The SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12 BOARD OF EDUCATION (hereinafter "Board") and the SHEPAUG VALLEY ADMINISTRATORS ASSOCIATION (hereinafter "Association") recognize the importance of responsible participation by the entire professional staff in the educational process, including planning, development and growth. To this end, they agree to maintain communication, to inform about programs, to guide in development, and to assist in planning and growth either by committee, individual consultation, or designated representatives. Previously adopted policies, rules or regulations in conflict with this agreement are superseded hereby.

ARTICLE 1 RECOGNITION

The Board recognizes the Shepaug Valley Administrators Association as the exclusive certified bargaining representative pursuant to the Teacher Negotiation Act, Conn. Gen. Stat. Sec. 10-153a, et seq., as amended from time to time, for the purpose of negotiating over salaries and all other conditions of employment for the following certified administrative professional employees of the Board: including the Director of Pupil Personnel, Elementary Principals, Secondary School Principal, Assistant Principal, Director of Curriculum & Instruction, excluding temporary substitutes, the Superintendent and the Director of Finance and Operations.

ARTICLE 2 DURATION

This agreement shall take effect July 1, 2019 and shall remain in full force and effect through June 30, 2022, inclusive. This agreement contains the full and complete agreement of the parties on all bargainable issues, and neither party shall be required to negotiate over any subject whether or not included herein during the life of this agreement. All prior agreements and understandings are void and of no force and effect unless specifically incorporated herein.

ARTICLE 3 AMENDMENT

This agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE 4 SPECIFIC PERFORMANCE

In the event of a breach or contemplated breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach, provided that internal administrative remedies including but not limited to the grievance procedure have been exhausted.

ARTICLE 5 SEVERABILITY

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

ARTICLE 6

EMPLOYMENT YEAR

The work year shall consist of twelve (12) months for all administrators beginning July 1 and ending June 30 (216 work days, 14 holidays, 30 vacation days). Administrators hired after the beginning of the work year shall have their salaries and benefits prorated based on the amount of work days left in that year. The prorated work year shall be determined by counting the number of work days left in the year from the date of hire to June 30 and dividing them by 260. This fraction will be multiplied by the full year salary that is appropriate for that position. In the same manner, that fraction will be multiplied times 30 vacation days and the administrator shall be made aware of the number of vacation days available.

ARTICLE 7

HOLIDAY AND VACATION SCHEDULE

Holidays and Vacation

Administrators shall have up to a maximum of thirty (30) vacation days and fourteen (14) holidays. Up to ten (10) unused vacation days may be carried over from one work year to the next, but in no event shall an administrator have more than forty (40) vacation days. An administrator resigning or retiring from the district shall be paid for vacation days on a pro rata basis. Vacation days to be allowed while school is in session at the discretion of the Superintendent.

ARTICLE 8

SICK LEAVE

A. Each administrator shall be granted fifteen (15) days sick leave with full pay each school year. Unused sick leave shall be accumulated from year to year to a maximum of two hundred sixteen (216) days. Any teacher who is promoted to an administrative position in Region 12 will retain his/her sick leave days in total.

B. A medical certificate may be requested for sick leave if the administrator's absence from duty recurs frequently or, if in the judgment of the Superintendent, evidence indicates reasonable cause for requiring such a certificate.

C. The Board of Education recognizes that there are times when a serious or prolonged illness, or an accident which incapacitates for an extended period of time, will cause an administrator to exhaust all accumulated sick leave. Individual hardship may ensue. In such instances, when requested, the Superintendent of Schools, together with representatives of the Association, will review the circumstances of the case and submit a recommendation to the Board of Education for its consideration and action.

D. Upon death or normal retirement, the Board shall compensate the administrator or beneficiary for all unused sick leave at the rate of twenty dollars for each unused day (\$20.00 x the number of unused sick leave days).

ARTICLE 9

LEAVE OF ABSENCE

A. A leave of absence without pay will be granted up to one (1) calendar year for temporary disability due to illness or injury, when it can reasonably be expected that the administrator will be able to resume full duties at the end of the leave period. A physician's statement of disability and its expected duration must accompany the request for such leave. Periodic physician's statements may be required. Leave will be terminated when the disability either ceases to exist or can reasonably be expected to extend beyond one calendar year. Failure to return to work at the expiration of leave or within thirty (30) work days of termination of leave will be considered as a resignation from the Region and will be treated as such.

While on such leave, an administrator who chooses to continue participation in the health insurance plans provided for in Article 16 of this Agreement shall make payment to the Board for the full cost of such participation by the first of each month for the period of such leave. If such payment is not made by the first of each month, policy coverage will be discontinued.

B. The Board of Education may, upon recommendation of the Superintendent, grant up to a one (1) year leave of absence to an administrator who has completed four (4) years of service. Such leave shall be without pay and subject to the same provisions regarding continuation of health insurance as in paragraph A of this article.

C. The provisions of this article shall not be considered as an addition to any provision of the Family Medical Leave Act.

ARTICLE 10

PERSONAL DAYS AND FAMILY ILLNESS

A. A maximum of three (3) days leave per year, noncumulative, will be granted by the Superintendent by prior arrangement for personal matters which cannot be arranged for a time when school is not in session or during off duty hours. Whenever possible the administrator shall notify the Superintendent five (5) days or more in advance of the personal leave days.

B. Family illness or death in the immediate family. A maximum of six (6) days per year will be granted by the Superintendent, to be deducted from the administrator's accumulated sick leave, by prior arrangement for the following purposes:

1. Death in the immediate family. For this purpose "immediate family" is defined as spouse, children, parents, parents-in-law, grandparents, grandchildren or siblings no matter the place of residence. In addition, for this purpose, immediate family includes other relatives or dependents living within the administrator's household.

2. Family illness. For this purpose "family" is defined as spouse, child,

parent, or relative/dependent residing in the administrator's household.

The Superintendent may in his/her discretion grant additional paid or unpaid leave under this paragraph for good cause.

C. Where the three (3) allotted personal days are used for religious observance not provided for in the school calendar, up to three (3) additional personal days may be granted, at the discretion of the Superintendent.

ARTICLE 11 CONFERENCE LEAVE

A. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may at his discretion grant convention or conference leaves, or permission to observe an activity in another school building or school system to administrators without loss of pay.

B. The Board agrees to reimburse all administrators attending a convention or conference, or observing activities in another school system.

C. An effort should be made to have each administrator attend a national conference each year.

ARTICLE 12 JURY DUTY

Any administrator who is called for jury duty or is subpoenaed by a court for other than charges against the administrator or Regional School District No. 12, shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The administrator shall receive a rate of pay equal to the difference between the professional salary and that portion of the jury or court remuneration specified exclusively for regular wage compensation.

ARTICLE 13 MATERNITY

Administrators in the Shepaug Valley Regional School District No. 12 may request and receive leave for disability caused or contributed to by pregnancy, such as miscarriage, abortion, or childbirth, and recovery therefrom, in accordance with state and federal law.

CHILD-REARING LEAVE

Any administrator in the Shepaug Valley Regional School District No. 12 who is expecting a child, or whose spouse is expecting a child, or who is adopting a child, may request

and shall receive leave for child rearing purposes. Such leave shall be subject to the following provisions and conditions:

1. Such leave shall be requested in writing from the Superintendent or his designee two (2) months prior to the beginning of the leave.

2. Child-rearing leave shall be available without compensation and other benefits and privileges, except for life and medical insurance benefits. While on such leave, an administrator who chooses to continue participation in the health insurance plans provided for in Article 16 of this agreement shall make payment to the Board for the full cost of such participation by the first of the month of each month starting July 1 and running through the following June 1.

3. Leave for child-rearing purposes shall be for the balance of the school year in which the leave occurs unless the administrator requests a shorter period of leave. Such leave may be extended for up to an additional school year.

ARTICLE 14 PAYROLL DEDUCTIONS

A. 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.

B. A list of approved deductions is as follows:

1. Professional Dues
2. Tax Sheltered Annuities
3. Credit Unions

C. In emergency situations where deductions must be made other than regular deductions, the Board will make every effort to notify the individuals involved in advance, and whenever possible to consult with the individual in order to consider the pay period(s) and amounts which will be deducted.

D. Additional payroll deductions in the areas of disability insurance, child care, and other insurance that may be added in the future will be placed in a cafeteria format so that deductions are removed before retirement and taxes.

E. All employees must arrange, within thirty (30) days of employment, direct payroll deposit and it is limited to one financial institution

ARTICLE 15 SALARIES

A. Salaries will be determined according to the salary grid outlined in section B keeping in mind the following:

1. Placement on Salary Grid

a. The Superintendent of Schools may place new employees to the district at any one of the 8 steps for each position based upon experience and qualifications of the new employee.

b. After initial placement on the salary schedule, each step is equal to one (1) year of experience in Region 12. Once placed on the salary schedule, step movement only occurs on July 1st of each year unless otherwise specified in this agreement.

B. Staff Salaries

2019-20

| Steps | Secondary School Principal | Assistant Principal | Director of Curriculum & Instruction | Elementary Principal | PPS Director |
|-------|-------------------------------|------------------------|--|-------------------------|--------------|
| 8 | \$168,540 | \$149,085 | \$157,571 | \$155,774 | \$155,774 |
| 7 | \$166,291 | \$146,429 | \$155,322 | \$153,117 | \$153,523 |
| 6 | \$164,038 | \$144,179 | \$153,071 | \$150,867 | \$151,275 |
| 5 | \$161,791 | \$141,929 | \$150,820 | \$148,618 | \$149,024 |
| 4 | \$159,540 | \$139,678 | \$148,573 | \$146,367 | \$146,775 |
| 3 | \$157,290 | \$137,427 | \$146,319 | \$144,116 | \$144,525 |
| 2 | \$155,055 | \$135,178 | \$144,071 | \$141,868 | \$142,277 |
| 1 | \$152,792 | \$132,927 | \$141,820 | \$139,616 | \$140,023 |

2020-21

| Steps | Secondary School Principal | Assistant Principal | Director of Curriculum & Instruction | Elementary Principal | PPS Director |
|-------|-------------------------------|------------------------|--|-------------------------|--------------|
| 8 | \$173,596 | \$153,558 | \$162,298 | \$160,447 | \$160,447 |
| 7 | \$171,280 | \$150,822 | \$159,982 | \$157,711 | \$158,129 |
| 6 | \$168,959 | \$148,504 | \$157,663 | \$155,393 | \$155,813 |
| 5 | \$166,645 | \$146,187 | \$155,345 | \$153,077 | \$153,495 |
| 4 | \$164,326 | \$143,868 | \$153,030 | \$150,758 | \$151,178 |
| 3 | \$162,009 | \$141,550 | \$150,709 | \$148,439 | \$148,861 |
| 2 | \$159,707 | \$139,233 | \$148,393 | \$146,124 | \$146,545 |
| 1 | \$157,376 | \$136,915 | \$146,075 | \$143,804 | \$144,224 |

2021-22

| Steps | Secondary School Principal | Assistant Principal | Director of Curriculum & Instruction | Elementary Principal | PPS Director |
|-------|-------------------------------|------------------------|--|-------------------------|--------------|
| 8 | \$177,762 | \$157,243 | \$166,193 | \$164,298 | \$164,298 |
| 7 | \$175,391 | \$154,442 | \$163,822 | \$161,496 | \$161,924 |
| 6 | \$173,014 | \$152,068 | \$161,447 | \$159,122 | \$159,553 |
| 5 | \$170,644 | \$149,695 | \$159,073 | \$156,751 | \$157,179 |
| 4 | \$168,270 | \$147,321 | \$156,703 | \$154,376 | \$154,806 |
| 3 | \$165,897 | \$144,947 | \$154,326 | \$152,002 | \$152,434 |
| 2 | \$163,540 | \$142,575 | \$151,954 | \$149,631 | \$150,062 |
| 1 | \$161,153 | \$140,201 | \$149,581 | \$147,255 | \$147,685 |

C. An administrator who acquires a doctorate from an accredited institution will have a \$1,000 stipend added to his/her base salary. The administrator must notify the Superintendent of Schools prior to June 30 to be eligible for this stipend in the next academic year.

D. Each bargaining unit member shall receive a monthly stipend of fifty dollars (\$50.00) to offset the cost of the use of personal cell phones by administrators for district work.

E. WITHHOLDING OF A PAY INCREASE AND/OR STEP INCREMENT

The Board of Education may withhold a pay increase and/or step increment advancement for any administrator for less than satisfactory performance. Such withholding must be approved by a three-quarters majority of the full Board of Education based upon a recommendation by the Superintendent. The affected administrator shall receive written notice of the proposed withholding of pay increase and/or step increment ten days prior to Board of Education action including a statement of the reason for the proposed action. Upon completion of one year of satisfactory performance, the administrator shall continue progression on the salary schedule.

ARTICLE 16 INSURANCE BENEFITS

A. Plan Descriptions

The Board shall provide each Administrator with a High Deductible Health Plan, as described in Appendix F, attached hereto, for each eligible Administrator and their eligible dependents under the terms of each insurance contract.

High Deductible Health Plan with a \$2,000/\$4,000 deductible. Excess of deductible 100% in network, 80% out of network, with Post deductible co-pays for the prescription drugs under the Managed Three tier formulary drug co-pay program, \$10 co-pay for generic drugs, \$20 co-pay for formulary (listed) drugs and \$40 co-pay for non-formulary (non-listed) drugs. Mail order prescriptions co-pay is twice the applicable co-pay. \$2,000/\$4,000 in and out network out-of-pocket maximum, \$5,000/\$10,000. Board to fund a Health Savings Account \$1,000/\$2,000 of deductible in HSA account. Effective

July 1, 2019, the Board will deposit its share of the deductible on or about July 1st (\$500/\$1000) and January 1st (\$500/\$1000).

B. Employee Contributions

The health insurance, including dental, provided by the Board shall be subject to an employee contribution equal to fifteen and one-half percent (15.5%) of the total cost of the employee's insurance coverage, including any dependent coverage. The employee contribution shall increase to sixteen and one-half percent (16.5%) effective July 1, 2020 and seventeen and one-half percent (17.5%) effective July 1, 2021. Employees may elect to have such contributions made on a pre-tax basis in accordance with the Board's Section 125 IRS Plan. (See b. following)

C. Other Provisions

a. The Board may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit programs 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 program-wide analysis, including the network, and shall not be benefit specific. The Board shall present the proposed alternative insurance program to the Association for review of comparability. If the Association, within 30 days thereafter, determines that there is a dispute, it will be submitted to the American Arbitration Association for final and binding arbitration under its rules and procedures.

b. A Flexible Savings Account can be established and administered by the Board for each administrator. This account shall be used to defray the cost of uncovered medical expenses and for child care costs. Administrators shall fully fund this account with contributions made on a pre-tax basis in accordance with the Board's Section 125 IRS Plan.

c. Each administrator shall be entitled to an annual physical exam. The Board shall, at its expense, pay for any costs for the exam not covered by the insurance plan.

d. Administrators hired after September 1, 1987, who retire from Region #12 and the CSTRB may elect to continue in the group health program at their own expense. Payments for such insurance coverage must be received in the Superintendent's office prior to the first day of the month for which the premium is being paid for in order that the insurance continue in force.

e. The Board will provide, at no cost to the administrator, Long Term Disability Insurance under the following general description:

- a.) benefits to age 65 for accidental injury or illness
- b.) 60% of earnings up to \$6,000 per month
- c.) partial disability benefit included
- d.) 60 month "own-occupation" definition
- e.) 180 day elimination period
- f.) Survivor benefit included

f. Century Preferred Vision Care Plan and Full Service Dental Plan with riders A & C shall be provided to administrators who select the High Deductible Health Plan.

g. Group life insurance coverage equal to double annual base salary rounded up to the next \$1,000 shall be provided to administrators.

h. Voluntary Waiver of Insurance Coverage. Members of the bargaining unit who are eligible for insurance coverage under this section may voluntarily elect to waive such coverage, in whole or in part, provided that such waiver does not conflict with the rules, regulations or requirements of the appropriate insurance carrier(s). Anthem requires seventy-five percent (75%) participation level.

Administrators electing such a waiver shall receive annual cash payments from the Board of \$1,000 (for individual plans), \$1,500 (for two-person plans) and \$2,000 (for family plans) annually, payable in equal installments each six (6) months while the waiver is in effect.

In order to exercise this waiver option, administrators must apply in writing to the Superintendent not later than June 20 in any year covered by this Agreement with such waiver to be effective the following September 1. All waiver applications must be completely voluntary on the part of the administrator and must be accompanied by a signed waiver of coverage document acceptable to the Board. If the waiver application is acceptable to the applicable insurance carrier(s), it shall be effective as of September 1 and remain in effect until revoked as provided below.

There shall be an annual open enrollment window of May 20 - June 20 of each year. At this time, an administrator may choose to reinstate or waive his/her insurance for the fiscal year commencing September 1.

There shall be no reinstatements other than the May 20 - June 20 period; however, there shall be no lapse of coverage if an employee rescinds his/her waiver due to:

1. Coverage was waived by the administrator because another group health insurance plan provided coverage for the employee; and
2. Coverage is lost under that plan due to administrator termination, death of a spouse, or divorce; and
3. The administrator applies for coverage under this contract within thirty (30) days after the loss of coverage under the other plan.

All such reinstatements shall be subject to all requirements of the applicable carrier(s), including, but not limited to, any mandatory waiting periods.

This and all future language contained within this section shall conform with all applicable State and Federal COBRA laws.

Employees hired after June 30, 2015 are not eligible for voluntary waiver of insurance payments as set forth above.

g. If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, 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.

ARTICLE 17

GRIEVANCE PROCEDURE

A. 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. Proceedings shall be kept confidential to the extent permitted by law.

B. Definitions

1. "Grievance" shall mean a claim that there has been a misinterpretation, misapplication or breach of a specific provision of this agreement.

2. "Administrator" shall mean those individuals identified in Article 1 and may include a group of administrators similarly affected by a grievance.

3. "Party of Interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to solve the problem.

4. "Days" shall mean normal working days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties of interest.

2. If an administrator does not file a grievance in writing within twenty (20) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved administrator at any level to appeal a grievance to

the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures

1. If an administrator feels that he/she may have a grievance, he/she must first discuss the matter with the Superintendent in an effort to resolve the problem informally.

2. If the administrator is not satisfied with such disposition of the matter, the administrator shall have the right to have the Association assist in further efforts to resolve the problem informally with the Superintendent.

E. Formal Procedure

1. Level One - Superintendent of Schools

a. If an aggrieved administrator is not satisfied with the outcome of informal procedures, the administrator or his/her Association representative may present the claim as a written grievance to the Superintendent.

b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved administrator and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to party or parties concerned or their authorized representatives and the Board of Education upon request.

c. The Superintendent shall, within seven (7) days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved administrator, with a copy to the Association.

2. Level Two - Board of Education

a. If the aggrieved administrator is not satisfied with the disposition of the grievance at Level One, the Association may within ten (10) days after the decision file the grievance for appeal to the Board of Education.

b. The Board of Education or a designated sub-committee of the Board shall, within twenty (20) days after receipt of the appeal, meet with the aggrieved administrator and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept and made available to any party or parties concerned on their written request.

c. The Board shall, within ten (10) days after such meeting or after a vote by the entire Board at its next regularly scheduled meeting, render its decision and the reasons therefor in writing to the aggrieved administrator, with a copy to the Association.

3. Level Three - Arbitration

a. The Association may, within eight (8) days of the decision by the Board, submit the grievance to arbitration by so notifying the Board in writing.

b. The Chairman of the Board and the President of the Association shall, within five (5) 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 five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.

c. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved administrator and other parties of interest as he/she shall deem requisite.

d. The arbitrator shall hear and decide only one (1) grievance in each case. She/he shall be bound by and comply with the terms of the agreement. She/he shall have no power to add to, delete from, or modify the terms of this agreement.

e. The arbitrator shall, within thirty (30) days after his/her selection, render his/her decision in writing to all parties of interest 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 all parties of interest.

f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Administrators to Representation

1. No reprisals of any kind shall be taken by either party or by any representative of the Board against any participant in the grievance procedure by reason of such participation.

2. Any party of interest may be represented at Levels One and Two of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any administrator organization other than the Association. When an administrator is not represented by the Association the Association shall have the right to state its views.

3. The Association and/or the Board may, if they so desire, call upon professional services for consultation and assistance at any stage of the procedure.

G. Miscellaneous

All documents, communications, and records dealing with the processing of a

grievance shall be filed separately from the personnel files of the participants.

ARTICLE 18

PROTECTION OF ADMINISTRATORS

A. Administrators shall report immediately in writing to the Superintendent all cases of assault suffered by them in connection with their employment.

B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the administrator for information in its possession not privileged under law (or Board procedures or policies) which relates to the incident or the persons involved.

C. The Board agrees to provide legal counsel to defend any administrator in any action arising out of an assault on an administrator or out of any disciplinary action taken against a student by an administrator, and in any action, arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental damage to or destruction of property, within or without the school building, providing such administrator, at the time of the accident resulting in such injury, damage, or destruction, was acting in the discharge of his or her duties within the scope of his or her employment or under the direction of the Board.

D. If criminal or civil proceedings are brought against an administrator alleging that he or she committed an assault while acting in the discharge of his or her duties, the Board shall protect and save harmless the administrator from financial loss and expense, including legal fees and costs.

If administrative proceedings are brought against an administrator alleging that he or she committed an assault while acting in the discharge of his or her duties, the Board shall protect and save harmless the administrator from financial loss and expense, including legal fees and costs.

In the event an administrator has a judgment entered against his or her in a court of law for a malicious, wanton or willful act, the Board shall be reimbursed by the administrator for expenses incurred in providing such defense.

E. Whenever an administrator is absent from school as a result of personal injury compensable under Connecticut Worker's Compensation Laws caused by an assault arising out of and in the course of employment, he or she shall be paid full salary for the period of absence for the duration of the temporary disability without having such absence charged to annual or accumulated sick leave or personal time. Any amount of salary payable pursuant to this section shall be reduced by the amount of any worker's compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from

performing duties. And in the event that there is no adjudication in the appropriate worker's compensation proceedings for the period of temporary disability, the opinion of said physician as to the said period shall control.

F. No administrator shall be required to operate a motor vehicle for the purpose(s) of transporting students, faculty, or other persons before, during or after any school activity.

G. For administrators involved in supervising students for school sponsored activities off school property, the Board shall provide general liability insurance coverage.

H. Nothing in this article shall deny to the Board the legal right to sue for recovery of reasonable legal fees should the ultimate resolution, legal appeals, etc., go against the administrator.

ARTICLE 19 ORIGINAL LEARNING MATERIALS

All original learning materials developed by any administrator of the Region, if time spent in developing said materials does not interfere with the contractual responsibilities of the member or members of the District, shall become the sole property of the author or authors. Use by student members of the Region shall be permitted without cost to the School District, as long as the basic materials composing the packet or unit are from the school supply room. If the material, packet or unit has been printed by the Graphics Arts Department of the School, and School supplies are used, use by student members of the region shall be permitted without charge. However, if the original learning material has been professionally published, use by the School District will be contingent upon purchase of said material from the publishing house as in the case of any other item obtained from a bona fide publisher.

ARTICLE 20 PROFESSIONAL ENRICHMENT

In an effort to reward professional performance and encourage independent research and achievement, the Board will provide the following programs:

A. The Board may grant extended professional leave to administrators upon recommendation of the Superintendent, for approved programs of study whether or not carried on in academic institution subject to the following conditions:

1. The initial request for an extended professional leave must be received by the Superintendent in writing in such form as may be required no later than December 31 of the year preceding the school year in which the leave will be taken.

2. The administrator shall have completed at least six (6) consecutive school years of service in the Shepaug Valley Regional School District No. 12 or the local school systems of the towns comprising the District. Consideration will be given to requests for extended professional leave from administrators who have provided ten (10) or more years of service to the schools of the Region even though they do not have six (6) or more consecutive years.

3. Administrators on extended professional leave will be paid at seventy-five percent (75%) their annual salary rate, provided such pay, when added to any program grant, shall not exceed their full annual salary.

4. The administrator shall return to employment in the District for at least one (1) full year.

5. Salary advanced to professional staff members under this article shall be secured by a personal note from the administrator to the Region. Said note shall be cancelled and considered fully paid upon compliance of the terms outlined in Paragraph 4 above by the administrator. In the event the terms of Paragraph 4 are not complied with, the note will be prorated giving credit for the time served under Paragraph 4. The unpaid balance shall be payable within one year. Said note shall be automatically cancelled upon proof of a permanent disability or death of this staff member.

B. The Board will reimburse any administrator for the tuition of course(s) which it requires in order to improve the school program.

C. Should an administrator(s) propose a special plan for the betterment of the educational program of Region No. 12, which involves taking specific course(s) beyond certification requirements, the Superintendent shall consider the proposal. If he/she approves the plan he/she may authorize payment of the tuition of such courses(s).

D. The Board may, upon recommendation by the Superintendent of Schools in cases of special necessity, reduce the time and salary limitations in sections A-1 and A-2 above.

ARTICLE 21

ASSOCIATION LEAVE

A. If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, representatives of the Association shall be relieved from all regular duties, without loss of pay, as necessary, in order to permit their attendance at such meetings.

B. Association business, including investigations and processing of grievances, which interferes in any way with the performance of duties of members or disturb the orderly process of the school shall not be conducted during the work hours of a school day. However, the administration may, upon request of the Association President to the Superintendent, permit an Association member such necessary time as schedules permit without loss of pay, for Association Business.

1. The Association President shall be entitled to up to a maximum of three (3) school days of leave per year to attend to Association business upon five (5) days prior notification to the Superintendent of Schools.

2. The Association agrees that the rights conferred by this section shall not be misused or abused.

C. State or national representatives of the Administrative Association or organization will report to the Superintendent to secure permission before visiting a school or conferring with individual administrators or their representatives during school hours.

ARTICLE 22

ASSIGNMENT OF ADMINISTRATORS

A. The Superintendent or his/her designee shall notify administrators of their initial assignment.

B. The Superintendent or his/her designee shall notify administrators of their assignment or changes in assignment for the ensuing work year no later than the last student school day of the current work year, or as soon thereafter as practical.

ARTICLE 23

VACANCIES

A. In the event of a vacancy in a position in the bargaining unit caused by death, retirement, discharge, resignation, or by the creation of a new position, the Board shall adhere to the following procedures:

1. The Superintendent or his/her designee shall publicize the existence of the vacancy within the school system by posting a notice in every school, and may place appropriate advertisements outside the school system.

2. The notice of vacancy shall clearly set forth the qualifications for the position.

3. Administrators who desire to apply for such vacancy shall file a written letter of application with the Superintendent within five (5) normal business days.

ARTICLE 24 TRANSFERS

A. Involuntary Transfers

1. The Superintendent or his/her designee will notify administrators being involuntarily transferred as far in advance as reasonably possible.
2. An involuntary transfer will be made only after a meeting between the administrator and the Superintendent, at which time the administrator will be notified in writing of the reasons for the transfer.
3. In the event the administrator so requests in writing, the Board of Education will review the Superintendent's transfer decision within thirty (30) days after receipt of such notice.
4. Transfer determinations will be made by the Superintendent based upon the best interests of the Region.

ARTICLE 25 MANAGEMENT RIGHTS AND POLICIES

Subject to the provisions of this Agreement, the Board of Education and the Superintendent of Schools reserve and retain all rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the schools and its professional staff. Subject to the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the schools in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands and other property used for school purposes; to employ, assign and transfer employees; to discipline, suspend or dismiss employees; to prescribe rules for the management, studies and discipline with the school; to determine the textbooks and other instructional equipment to be used; to prepare budgets and, in its sole discretion, expend monies, appropriated by the legislature or derived from other sources for the operation of the school district; and to establish, change, and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement.

ARTICLE 26 MOVING EXPENSE

- A. The Board will pay an amount up to a maximum of three thousand dollars

(\$3,000.00) to administrators eligible for inclusion in the bargaining unit who are hired after July 1, 1988, as compensation for expenses incurred in relocating their permanent residence to a reasonable commuting distance from Regional School District #12.

B. No member of the bargaining unit will be eligible for this benefit if he or she is employed by the Board in any capacity as of July 1, 1988.

C. In order to be eligible for this benefit, the administrator must establish to the Board's satisfaction that relocation of his or her permanent residence is reasonably necessary by virtue of employment in the district.

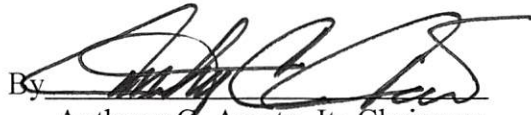
ARTICLE 27

TRAVEL & DUES

Administration shall be reimbursed for mileage on school business at the current IRS rate; and dues for professional associations when deemed appropriate by the Superintendent.

THIS AGREEMENT IS MADE AND ENTERED INTO ON _____, 2019 BY AND BETWEEN THE SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12 BOARD OF EDUCATION AND THE SHEPAUG VALLEY ADMINISTRATORS ASSOCIATION.

BOARD OF EDUCATION, SHEPAUG VALLEY
REGIONAL SCHOOL DISTRICT NO. 12
Towns of Bridgewater, Roxbury and Washington

By 
Anthony C. Amato, Its Chairman

Date 20 MAY 19

SHEPAUG VALLEY ADMINISTRATORS
ASSOCIATION

By 
Teresa DeBrito, Its President

Date 5/21/19