

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF  
THE BOROUGH OF NAUGATUCK AND THE NAUGATUCK  
ADMINISTRATIVE NEGOTIATING ASSOCIATION

**July 1, 2017 through June 30, 2020**

## Table of Contents

Article I - Recognition .....	2
Article II – Salary Schedules .....	2
Article III - Work Year .....	2
Article IV – Paid Absences.....	4
Article V – Insurance & Fringe Benefits .....	5
Article VI – Sick Leave .....	8
Article VII – Grievance Procedure .....	9
Article VIII – Protection of Administrators.....	11
Article IX – Personal Injury Benefits .....	11
Article X – Access to Evaluation Report.....	11
Article XI – Eligibility for Tax Sheltered Annuity .....	12
Article XII – Payroll Deductions .....	12
Article XIII – Board Prerogatives .....	12
Article XIV – Savings Clause.....	12
Article XV – Sabbatical Leave .....	13
Article XVI – Reduction in Force.....	14
Article XVII – Demotions, Withholding of Increase.....	16
Article XVIII – Holdover Clause.....	16
Article XIX – Professional Dues and Travel Allowance .....	16
Article XX – Non-Resident Tuition.....	16
Article XXI – Duration of Contract .....	17
Signature Page .....	17
Appendix A – Salary Schedule .....	18
Appendix B – Holiday Schedule .....	20

This Agreement is made and entered into by between the Naugatuck Board of Education and the Naugatuck Administrative Negotiating Association.

## **Article I - Recognition**

### **Section 1.1**

The Naugatuck Board of Education (hereinafter the "Board") recognizes the Naugatuck Administrative Negotiating Association (hereinafter the "Association") as the exclusive negotiating representative of the entire administrators unit consisting of professional employees of the Board other than substitutes who are employed in positions requiring an intermediate administrator or supervisory certificate or the equivalent thereof and who are not excluded by Section 10-153b of the General Statutes of Connecticut, (hereinafter "Administrators") pursuant to and with all the rights and privileges as provided by law.

## **Article II – Salary Schedules**

### **Section 2.1**

The salary schedules for the period from July 1, 2017 through June 30, 2020 are set forth in Appendix A attached hereto and made a part of this Agreement.

### **Section 2.2**

Salaries of Administrators who as employees of the Naugatuck Public Schools attained the listed years of service in the Naugatuck School System prior to the opening of school in September will be increased as follows, provided they have served three (3) years as an Administrator in Naugatuck.

- a) 20 years - \$250.00
- b) 25 years - \$900.00
- c) 30 years - \$1,000.00
- d) 35 years - \$1,200.00

### **Section 2.3**

The salary of an Administrator who has attained (earned through study) a doctorate degree (Ph.D. or ED.D. only) from a recognized accredited institution of higher learning shall be increased by three thousand dollars (\$3,000.00). This increase shall take effect as of July 1<sup>st</sup>, following the date on which such doctorate was awarded.

## **Article III - Work Year**

### **Section 3.1**

The work year for all twelve (12) month Administrators shall be July 1<sup>st</sup> through June 30<sup>th</sup> with paid vacation time as set forth below and paid holidays in accordance with the schedule of

applicable holidays set forth in Appendix B; such applicable paid holidays shall be paid as part of the Administrators' bi-weekly remuneration.

**Vacation Days:** In addition to recognized, paid holidays, all twelve (12) month Administrators hired by the Board as an Administrator on or before July 1, 1990, will be entitled to five (5) weeks of vacation time.

Any Administrator hired by the Board as an Administrator after July 1, 1990 will be entitled to four (4) weeks' vacation time. Such an Administrator will be entitled to five (5) weeks' vacation time upon completion of his/her third year of service as an Administrator in the Naugatuck Public Schools.

In addition to the five (5) weeks of vacation time set forth above, all Administrators will receive the regularly scheduled school Christmas vacation break as paid time off.

Up to ten (10) unused vacation days, from a contract year may be carried over to the next contract year and may not be accumulated thereafter. Notwithstanding the foregoing, Administrators with vacation accumulation in excess of ten (10) days on June 30, 2008 ("such current administrators") shall be entitled to carry over those excess days from contract year to contract year provided such days are not used and, if not used, will be paid to the Administrator (or his/her estate) at the time of his/her retirement (or death).

If the vacation accumulation of an administrator on June 30, 2008 is reduced in subsequent years because of usage to an amount that is still above ten (10) days, then that lesser accumulation shall become the new cap of available unused accumulated vacation days which may be carried forward until retirement or death, or until such cap is further reduced by additional usage.

In no event may any cap of unused accumulated vacation days, once established, be increased or returned to the June 30, 2008 cap. If a current administrator's cap of unused accumulated vacation days subsequently drops to ten (10) or less days, then such current administrator shall be able to carryover only up to ten (10) unused vacation days and then, only to the next contract year as is applicable for those Administrators hired after June 30, 2008.

Upon approval of the Superintendent, vacation may be taken at any time that school is not in session except generally two (2) weeks after the student school year and two (2) weeks prior to the beginning of the student school year. At all schools where there are two (2) or more Administrators, every effort will be made by the administration to ensure that the summer administrative vacation schedule exists whereby the school has at least one (1) Administrator present and available on each business day, except legal holidays.

Vacation days shall not be taken when school is in session, unless specific written approval has been provided by the Superintendent.

Administrators shall receive their annual allocation of vacation days on July 1<sup>st</sup>; however, in the event that an Administrator leaves the employ of the Board as an Administrator prior to the end of the new contract year, their accumulated unused vacation days for that contract year shall be prorated on a monthly basis for each full month worked in such contract year.

Upon retirement or severance of employment, unused vacation days shall be reimbursed at a rate of one hundred seventy-five dollars (\$175.00) per unused vacation day.

### **Section 3.2**

The work year for ten (10) month Administrators shall be two hundred (200) days.

With respect to the work year for ten (10) month Administrators, the building principal or applicable department head shall determine the work year that the Administrator will work, provided that the Administrator shall work: (1) the teachers' work year; (2) all professional development days; and (3) the ten (10) school days immediately preceding the commencement of the school year as part of the two hundred (200) days.

Ten (10) month Administrators shall be paid for holidays in accordance with the schedule of applicable holidays set forth in Appendix B; such applicable paid holidays shall be paid as part of the Administrators' bi-weekly remuneration.

## **Article IV – Paid Absences**

### **Section 4.1**

Administrators may be absent without the loss of pay for the following reasons:

- a) Funeral leave for a death in the Administrator's immediate family of up to three (3) work days in each contract year per occurrence.

Immediate family shall be defined as the Administrator's spouse, father, mother, father-in-law, mother-in-law, grandparents, brother, sister, child, grandchild, step parents and step children.

- b) Personal Leave may be granted at the discretion of the Superintendent or personal matters which are necessary and unavoidable and which cannot be scheduled outside of the school day.

Requests for personal leave shall be submitted in writing to the Superintendent of Schools or his/her designee at least forty-eight (48) hours in advance, except in the case of emergencies.

## Article V – Insurance & Fringe Benefits

### Section 5.1

The Board will pay for and provide insurance benefits as set forth in Section 5.2 below. Each administrator shall pay twenty-two percent (22%) of the premium cost for said insurance by automatic payroll deduction in the first year of this contract; twenty-two percent (22%) in the second year and twenty-two percent (22%) in the third year. The Board shall pay the remaining amount. The Board has implemented an I.R.C. Section 125 Plan designed to permit exclusion from taxable income of the employee's share of health insurance premiums.

### Section 5.2

The Board provides the following insurance benefits through a self-insured and/or fully insured program. Any specific insurance plans or plan administrators referred to in the listing below are intended to describe the type of insurance rather than a contractual relationship with any specific carrier. Accordingly, the Board is free to obtain the same type of insurance with other carriers or administrators or by other means subject to prior consultation with the Association.

#### **B. Effective January 1, 2018 a High Deductible Health Plan**

##### **High Deductible Health Plan**

The HDHP shall have a \$2,000.00 single and \$4,000.00 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$5 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- does not cover gastric bypass surgery
- High cost diagnostic lab and x-rays - \$75 (maximum of \$375.00)
- Infertility benefits are subject to the state mandate limits

Out of network medical services will be subject to a 70% plan/30% member coinsurance to a maximum of \$2,000.00 for the individual and \$4,000.00 for the family. The combined in-and-out-of-network out-of-pocket maximum for these services is \$4,000.00 for the individual and \$8,000.00 for the family.

The co-pays for drugs shall not apply to prescriptions under either, the Women's Health and Wellness Act or for diabetes Out of country will be at charges based upon the carrier's policy for urgent and emergency care.

For the period from January 1, 2018 through December 31, 2018, the employee shall contribute sixty percent (60%) and the Board shall contribute forty percent (40%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the period from January 1, 2018 through December 31, 2018, the Board's portion of the contribution toward the deductible will be deposited into the HSA account on or about January 2, 2018.

For the period from January 1, 2019 through December 31, 2019, the employee shall contribute sixty percent (60%) and the Board shall contribute forty percent (40%) of the applicable deductible amount into the employee's established HSA.

For the period from January 1, 2019 through December 31, 2019, the Board's portion of the contribution toward the deductible will be deposited into the HSA account on or about January 2, 2019.

For the period from January 1, 2020 through December 31, 2020, the employee shall contribute sixty percent (60%) and the Board shall contribute forty percent (40%) of the applicable deductible amount into the employee's established HSA.

A health reimbursement account ("HRA") will be offered to any administrator eligible for health insurance who is not eligible for a HSA. The Board's annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the administrator's level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

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

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable contract year. An employee who resigns, retires or no longer receives health insurance benefits from the Board shall not be eligible any Board contribution toward the HSA upon the occurrence of such event. Under such circumstances, an employee shall be required to reimburse the Board a prorated amount of the money contributed by the Board toward the employee's deductible for such contract year (if applicable).

The parties acknowledge that the Board's contribution toward the funding of the HDHP 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 HDHP deductible for retirees or other individuals upon their separation from employment.

- **Dental rider** - employee and spouse coverage. (Bargaining unit members may opt out of dental coverage.)

- **Vision Care** - Yearly family coverage.

### **Section 5.3**

The Board shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for administrators. The account shall be designed to permit, in accordance with applicable law, exclusion from taxable income of the cost of dependent care. As allowed by applicable law, the dependent care account shall have a maximum in accordance with IRS regulations.

### **Section 5.4**

Administrators retiring upon or after attaining the age of sixty (60) who, as of December 1, 1988 were participating in the Pension Plan of the Borough of Naugatuck (“Pension Plan”), shall be entitled to continue to participate in the aforementioned Pension Plan and receive benefits that non-union employees receive provided they meet the eligibility requirements of such plan. Administrators hired by the Board after December 1, 1988 shall not be eligible to participate in the Pension Plan.

### **Section 5.5**

The Board shall purchase for each Administrator a group life insurance policy equivalent to at least three times the amount of his basic annual salary set forth in Appendix A.

### **Section 5.6**

Accidental Death and Dismemberment Coverage will provide a maximum of at least three times the basic annual salary in the event of accidental death or dismemberment.

### **Section 5.7**

Immediate survivor income benefits will provide, in addition to the above, one thousand dollars (\$1,000.00) per month for three (3) years to the named beneficiary.

### **Section 5.8**

**Long Term Disability:** The Board shall provide long-term disability insurance coverage in an amount equal to either sixty percent (60%) of an Administrator’s monthly remuneration or five thousand dollars (\$5,000.00), after a waiting period of one hundred-eighty (180) calendar days. In no event shall any combination of paid sick leave, workers’ compensation benefits, social security disability benefits or paid vacation days, exceed the Administrator's regular salary for the applicable time frame during any period of disability.

### **Section 5.9**

Disability payments are payable until receipt of state teacher's retirement or disability retirement.

## Article VI – Sick Leave

### Section 6.1

Twelve (12) month and ten (10) month Administrators shall be entitled to fifteen (15) sick days in each contract year or as provided by state statute. Administrators shall be credited with fifteen (15) sick days on July 1st of each contract year; however, in the event that an Administrator leaves the employ of the Board as an Administrator prior to the end of a contract year (or passes away during a contract year), his/her sick days for that contract year shall be prorated on a monthly basis for each full month worked during such contract year.

Unused sick leave shall be accumulated up to two hundred-five (205) days from year to year, provided the Administrator remains continuously in the employment of the Board as an Administrator. Such accumulated days may only be used for sick leave purposes.

### Section 6.2

In the event that all available sick leave time is exhausted, application may be made to the Board for an extension of sick leave.

### Section 6.3

Upon the death or retirement of an Administrator, the Administrator shall be paid his/her unused sick leave to a maximum of one hundred eighty (180) days. Such payment shall be made at the rate of seventy-five dollars (\$75.00) per accumulated sick day.

- a) The Board shall maintain a special purpose trust to provide such payments on a tax free basis and upon retirement convert such payments from taxable W-2 earned income to an employer qualified 403(b) plan. Such trust shall be provided at the discretion of the administrator subject to insurance rules. The Association agrees to save the Board and its employees and agents harmless from any claims, demands, suits or judgments arising from actions taken by the Board in complying with the provisions of this Section, including all costs and attorney fees.

After ten (10) years of service in the Naugatuck Public Schools, an Administrator who severs employment other than for death or retirement will be entitled to one-half (1/2) the unused sick leave at the rate of seventy-five dollars (\$75.00) per day.

### Section 6.4

Upon the retirement of an Administrator not eligible for Medicare who was hired prior to March 1, 2008, who is eligible for immediate retirement benefits under Chapter 167a of the Connecticut General Statutes, the Board will pay full single coverage health insurance benefits as provided in Section 5.2.

Upon the retirement of an Administrator not eligible for Medicare who was hired on or after March 1, 2008, who is eligible for immediate retirement benefits under Chapter 167a of the Connecticut General Statutes, the Board will pay fifty percent (50%) of full single coverage health insurance benefits as provided in Section 5.2.

Upon a retiree (or his/her spouse) becoming eligible for Medicare, retirees must enroll in Medicare and must enroll in the state TRB Medicare Supplemental Plan with prescription drugs and dental instead of the Board plan. Administrators who enroll in the state TRB-Medicare Supplement Plan shall be reimbursed for one hundred percent (100%) of the premium cost of such plan for single coverage only, subject to TRB rules. Such retirees may purchase additional state TRB vision and hearing insurance coverage at the retiree's own expense, subject to TRB rules. The retiree shall pay the full cost of any dependent coverage.

Upon retirement, any Administrator, who is not eligible for Medicare either by reason of not having contributed to Medicare or not having a spouse who is eligible for Medicare who was hired prior to March 1, 2008, shall continue to be covered by the Board's plan with the Board paying full single coverage and the retiree paying full cost of any dependent coverage.

Upon retirement, any Administrator, who is not eligible for Medicare either by reason of not having contributed to Medicare or not having a spouse who is eligible for Medicare who was hired on or after March 1, 2008 shall continue to be covered by the Board's plan with the Board paying fifty percent (50%) of single coverage and the retiree paying full cost of any dependent coverage.

This provision (Section 6.4) shall not apply to administrators hired after March 1, 2011.

### **Section 6.5**

Upon retirement of an Administrator who is eligible for immediate retirement benefits under Chapter 167a of the Connecticut General Statutes, the Board will provide at Board expense a life insurance policy often thousand dollars (\$10,000.00). When the Administrator reaches the age of seventy (70) the policy will be reduced to seven thousand dollars (\$7,000.00).

## **Article VII – Grievance Procedure**

### **Section 7.1**

A grievance shall be defined as a claim that a term or terms of this contract have been violated, misapplied or misinterpreted or that established procedures of the evaluation and support program have failed to be followed as specified in Connecticut General Statutes §10-151b. Both parties agree that proceedings shall be kept as confidential as is appropriate. The administrators may be represented by the Association and/or its designee at all levels.

### **Section 7.2**

#### **Level One**

A grievance shall be submitted, in writing, to the Director of Human Resources within thirty (30) calendar days of when the employee knew or should have known of the act which is the basis of the grievance.

A written decision from the Director of Human Resources or his/her designee will be forthcoming within a period of twenty (20) calendar days from his/her receipt of the grievance. In the event that the grievance is not filed within the thirty (30) calendar day period set forth

herein it shall be considered waived.

### **Section 7.3**

#### **Level Two**

If a satisfactory resolution is not reached at Level One, the grievant may appeal the decision to the Superintendent of Schools. The appeal must be in writing and submitted to the Superintendent of Schools or his designee within ten (10) calendar days of the receipt of the decision rendered at Level One. A written decision from the Superintendent of Schools will be rendered and provided to the grievant within a period of twenty (20) calendar days from the date the Superintendent of Schools or his/her designee received the appeal.

### **Section 7.4**

#### **Level Three**

If a satisfactory resolution is not reached at Level Two, the grievant may appeal the decision to the Board. The appeal must be in writing and submitted to the Board within ten (10) calendar days of the receipt of the decision rendered at Level Two.

The appeal from Level Two will be heard before the Board, or a subcommittee of the Board.

The Board (or a subcommittee of the Board, if applicable) shall, within fifteen (15) calendar days of convening a meeting to hear the grievance render a written decision.

### **Section 7.5**

#### **Level Four**

1. The Association may, within ten (10) calendar days after receipt of the decision by the Board (or subcommittee of the Board, if applicable) at Level Three, submit the grievance to arbitration by submitting the grievance to the American Arbitration Association and notifying the Board in writing.
2. Prior to submitting the grievance to the American Arbitration Association, the parties may mutually agree to submit the name of a jointly selected single arbitrator. Such mutually agreed upon name shall be included as part of the submission for arbitration.
3. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement.
4. The decision of the arbitrator shall be final and binding.
5. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.
6. Any alteration in the timelines of the grievance procedure shall be by mutual written agreement of the Board and the Association.

### **Section 7.6**

#### **Miscellaneous**

1. Grievance records shall be kept separate from regular personnel records.
2. No reprisals of any kind shall be taken by either party by reason of participation or non-participation in the grievance procedure.
3. Failure by an administrator or the Board to hold a hearing or render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.

## **Article VIII – Protection of Administrators**

### **Section 8.1**

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

### **Section 8.2**

This report shall be forwarded to the Board which shall provide the Administrator with all information in its possession relating to the incident of the persons involved, and shall act in appropriate ways as liaison between the Administrator, the police, and the courts.

## **Article IX – Personal Injury Benefits**

### **Section 9.1**

Whenever an Administrator is absent from school as a result of personal injury (other than an assault, as set forth below), caused by an accident arising out of and in the course of his employment with the Board, he/she shall be paid his/her full salary (less the amount of any Workers' Compensation temporary, total or temporary partial disability benefits received as a result of said injury) for the period of such absence, but not beyond the current school year or for three (3) months whichever is the longer period of time.

No part of such absence shall be charged to either his/her annual or accumulated sick leave. For an absence beyond the aforementioned period of continued salary, an Administrator may use his/her sick leave allowance.

Whenever an administrator is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she shall continue to receive his/her full salary, while so absent, less the amount of any workers' compensation temporary total or temporary partial disability benefits received during such absence. No part of this absence shall be charged to the administrator's annual sick leave, vacation or personal days, if applicable.

## **Article X – Access to Evaluation Report**

### **Section 10.1**

Administrators shall upon request be given a copy of any evaluation report prepared by their supervisors.

## **Article XI – Eligibility for Tax Sheltered Annuity**

### **Section 11.1**

Administrators shall be eligible to participate in a non-ERISA Tax Sheltered Annuity Plan established pursuant to United States Public Law No. 87-370.

The Board shall provide each Administrator with a non-ERISA Tax Sheltered Annuity Plan equal to three percent (3%) of his/her salary.

Administrators shall be credited with their Tax Sheltered Annuity as of the last pay period in September.

In the event the Administrator leaves the employ of the Board as an Administrator prior to the conclusion of the school year, the Tax Sheltered Annuity shall be prorated on a monthly basis for each full month worked (September through June) and the administrator or his estate shall return the appropriate excess contribution to the Board of Education.

## **Article XII – Payroll Deductions**

### **Section 12.1**

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

- a) Tax sheltered annuity plans as subject to law
- b) United Way
- c) Waterbury Teachers Federal Credit Union
- d) Other deductions approved by the Board of Education.

Salaries will be paid by electronic direct deposit to a qualified financial institution of the employee's choice.

## **Article XIII – Board Prerogatives**

### **Section 13.1**

Except as is otherwise specifically provided in this Agreement, the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Borough of Naugatuck in all of its aspects.

## **Article XIV – Savings Clause**

### **Section 14.1**

In the event that any provision or portion of the 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 XV – Sabbatical Leave**

### **Section 15.1**

Each Administrator who has completed seven (7) consecutive years of service as an Administrator in the public schools of Naugatuck shall be considered eligible for a sabbatical leave.

### **Section 15.2**

Sabbatical leave may be granted for one-half (1/2) of a school year or for one (1) full year.

### **Section 15.3**

Full year sabbatical leave may be granted for (a) study, (b) educational travel, or (c) research and writing. Half-year sabbatical leave shall be granted only for study.

### **Section 15.4**

Applications for this leave must be filed with the Superintendent of Schools before March 1<sup>st</sup>, and must set forth the benefits of such leave to both the school system and the Administrator.

### **Section 15.5**

After review of an Administrator's application for sabbatical leave, the Superintendent will direct the request with his recommendation to the Board of Education. The Board will notify the Administrator of acceptance or rejection of his request by May 1<sup>st</sup>.

### **Section 15.6**

During sabbatical leave an Administrator will be paid at a rate equivalent to three-quarters (3/4) of his salary in effect when he begins his sabbatical leave. An Administrator on one-half (1/2) year sabbatical leave will be paid while on leave at a rate equivalent to one-half (1/2) his contracted salary in effect when he begins his sabbatical leave. The amount received in any grant or scholarship shall be deducted from the agreed upon sabbatical salary.

### **Section 15.7**

The Administrator is obligated to return for two (2) years. Upon acceptance of sabbatical leave, the Administrator will sign an individual contractual agreement to return to the Naugatuck School System for two (2) years of future service and, upon failure to return for the full two (2) years, shall refund to the Board of Education (at the Board's discretion) all sabbatical payments received.

## **Section 15.8**

The administrator is allowed to return to the position vacated at the appropriate step on the salary schedule.

## **Article XVI – Reduction in Force**

### **Section 16.1**

If, in the Board's judgment, it is necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative service within the Naugatuck school system (seniority), certification, and qualifications. If Naugatuck service as an administrator is equal among or between administrators being considered for release, the administrator with the later date of appointment by the Board of Education will be considered to have the least seniority. If both these criteria are equal, the administrator with the least amount of Naugatuck service, including non-administrative service, will be considered to have the least seniority.

In order to promote the orderly reduction in administrative personnel, the following procedures will be used:

- A. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening, if one exists, in his/her classification for which he/she is certified and qualified.
- B. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification, provided he/she is certified and qualified for the position.
- C. If there is no existing administrative opening in his/her classification and the displaced administrator has the least seniority in his/her present classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified provided, however, that such appointment shall not be to a higher classification.
- D. If there are no existing administrative openings in any administrative classification, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position; provided, however, that such appointment shall not be to a higher classification.
- E. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position subject to the Reduction in Force provision of the Naugatuck Teachers' League contract with the Naugatuck Board of Education.

- F. If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher's contract for his/her administrative and teaching experience within the school system and shall retain all accumulated sick leave, providing the latter does not violate the teacher's contract or pertinent state statutes.
- G. Any administrator who has been displaced as aforesaid shall be placed on a recall list for two (2) years and shall remain thereon until reappointed provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified according to their seniority as an Association bargaining unit member except they may not be recalled to a position in a higher classification than the one they left. If a reappointment is offered consistent with the above and is refused by the administrator, he/she shall thereupon be removed from the reappointment list.
- H. For purposes of this Article, administrative classifications shall be ranked as follows\*:
1. High School Principal
  2. Middle School Principal
  3. Director of Special Services
  4. Director of Curriculum & Instruction
  5. Intermediate School Principal
  6. Elementary School Principal
  7. High School Associate Principal
  8. Assistant Director of Special Services
  9. Dean of Student Life
  10. Middle School Assistant Principal
  11. Coordinator of Pupil Services
  12. Coordinator of Early Childhood
- I. The Superintendent of Schools shall determine whether an administrator is qualified under this Article to displace another administrator within the bargaining unit, provided that the Superintendent's decision shall be reasonable. A decision that is reasonable shall be upheld. Decisions resulting in termination from the school system are not subject to the grievance procedure, but shall be appealable through Connecticut General Statutes Section 10-151 (the so-called Teacher Dismissal Act). Decisions resulting in displacement within the school system shall be subject to the grievance procedure.
- J. An administrator displaced to a lower paying administrator's position or to the teacher's unit, all by reason of reduction in force, or modification of position, shall receive fifty percent (50%) of the difference between what would have been the administrator's new salary (as of July 1<sup>st</sup>) and the prior salary or the teacher's salary as the case may be. The first thirteen (13) pay checks shall be at the administrator's rate and the remaining thirteen (13) paychecks shall be at the teacher's salary rate or at the new rate of the administrator, as the case may be. The Superintendent shall provide notice to any affected administrator by May 1<sup>st</sup> of any such displacement effective July 1<sup>st</sup>. Should notice be given subsequent to May 1<sup>st</sup>, the administrator shall be paid at

the administrator's per diem rate for the number of days beyond May 1<sup>st</sup> that notice is given in addition to the amount noted above.

### **Article XVII – Demotions, Withholding of Increase**

No administrator shall be arbitrarily or capriciously demoted or have his/her salary increase withheld for unsatisfactory performance or misconduct.

### **Article XVIII – Holdover Clause**

#### **Section 18.1**

All provisions of this Agreement shall remain in force after the expiration date upon the mutual agreement of both parties.

### **Article XIX – Professional Dues and Travel Allowance**

#### **Section 19.1**

The Board shall pay for individual and professional membership dues, and subscriptions to professional journals, magazines, newspapers, and educational literature (for example, but not limited to: Educational Leadership, Phi Delta Kappa, Education Week, National Organization on Legal Problems in Education) up to two-hundred and fifty dollars (\$250.00). Invoice for payment shall be sent to the Office of the Superintendent of Schools.

#### **Section 19.2**

All administrators will receive travel expenses of fifty dollars (\$50.00) per month. The Director of Special Services, Assistant Director of Special Services, and Director of Adult Education will receive one hundred dollars (\$100.00) per month or I.R.S. mileage rates at their choice.

### **Article XX – Non-Resident Tuition**

#### **Section 20.1**

The Board shall give favorable consideration to a request from any non-resident Naugatuck administrator to send his/her child(ren) to Naugatuck Public Schools in grades Kindergarten through Grade 12, tuition free, up to the regular education tuition amount established by the Board of education each year. The decision to accept the non-resident child(ren) of an administrator will be at the discretion of the Superintendent of Schools based on enrollment and such decision will not be subject to the grievance procedure. Any decision to accept non-resident student(s) is subject to an annual review based on enrollment. Any additional tuition costs beyond the regular education tuition amount will be the responsibility of the administrator in accordance with the amount(s) established by the Board of Education each year.

**Article XXI – Duration of Contract**

**Section 21.1**

The provisions of this contract shall be in full force and effect for three years from July 1, 2017 to June 30, 2020. The salary schedules for the three (3) years of this Agreement are contained in Appendix A of this Agreement.

If as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the limited purpose of bargaining over the impact of the excise tax pursuant to Connecticut General Statutes Section 10-153d (b) and 10-153f (e) on the health insurance plan and premium share contributions due to the excise tax.

**Signature Page**

In witness whereof, the parties have hereunto set their hands and seals to this Agreement as of

**Naugatuck Board of Education**

By \_\_\_\_\_

**Naugatuck Administrative Negotiating Committee**

By \_\_\_\_\_

**Appendix A – Salary Schedule**  
**Naugatuck Administrators Salary Schedules**

<b>Position</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
High School Principal Step 1	\$146,669	\$150,336	\$154,094
High School Principal Step 2	\$150,567	\$154,331	\$158,189
Director of Curriculum & Instruction Step 1	\$136,128	\$139,531	\$143,019
Director of Curriculum & Instruction Step 2	\$140,024	\$143,525	\$147,113
Middle School Principal Step 1	\$136,128	\$139,531	\$143,019
Middle School Principal Step 2	\$140,024	\$143,525	\$147,113
Director of Special Services Step 1	\$136,128	\$139,531	\$143,019
Director of Special Services Step 2	\$140,024	\$143,525	\$147,113
High School Associate Principal Step 1	\$131,667	\$134,959	\$138,333
High School Associate Principal Step 2	\$135,461	\$138,848	\$142,319
Elementary School Principal Step 1	\$131,333	\$134,616	\$137,981
Elementary School Principal Step 2	\$135,233	\$138,614	\$142,079
Intermediate School Principal Step 1	\$131,333	\$134,616	\$137,981
Intermediate School Principal Step 2	\$135,233	\$138,614	\$142,079
Assistant Director of Special Services Step 1	\$123,040	\$126,116	\$129,269
Assistant Director of Special Services Step 2	\$126,730	\$129,898	\$133,145
Dean of Student Life Step 1	\$119,498	\$122,485	\$125,547
Dean of Student Life Step 2	\$122,938	\$126,011	\$129,161
Middle School Assistant Principal (10 Month) Step 1	\$109,030	\$111,756	\$114,550
Middle School Assistant Principal (10 Month) Step 2	\$111,855	\$114,651	\$117,517
Coordinator of Early Childhood Step 1	\$109,030	\$111,756	\$114,550
Coordinator of Early Childhood Step 2	\$111,855	\$114,651	\$117,517
Coordinator of Pupil Services (10 Months) Step 1	\$106,316	\$108,974	\$111,698
Coordinator of Pupil Services (10 Months) Step 1	\$109,227	\$111,958	\$114,757
Athletic Director (Stipend) Step 1	\$9,246	\$9,477	\$9,714
Athletic Director (Stipend) Step 2	\$11,557	\$11,846	\$12,142

- Administrators on Step 1 shall advance to Step 2 in 2017-2018, 2018-2019 and 2019-2020.
- Current Administrators who are transferred (either voluntarily or involuntarily) to a higher paying bargaining unit position or successfully bid on a vacant bargaining unit position start at step 1 of the position (provided, such salary shall not be less than the Administrators' salary at the time of the transfer/successful bid).

The Board may, at its discretion, pay a transferred (involuntarily, voluntarily or as a result of a successful bid on a position) up to one hundred percent (100%) of full salary.

- New members of the Administrators' bargaining unit may receive a percent of the negotiated salary for an Administrators' position as follows:
  - First year                      eighty-five percent (85%) of full salary
  - Second year                    ninety percent (90%) of full salary
  - Third year                      ninety-five percent (95%) of full salary
  - Fourth year                    one hundred percent (100%) of full salary

The Board may, at its discretion, pay a new Administrator up to one hundred percent (100%) of full salary.

## Appendix B – Holiday Schedule

Twelve month employees shall receive the following holidays off, with pay, provided school is not in session on the day of the holiday:

New Year's Eve Day*	Good Friday	Veterans' Day
New Year's Day*	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
Lincoln's Birthday	Labor Day	Christmas Eve Day*
Washington's Birthday	Columbus Day	Christmas Day*

Ten (10) month employees shall receive the following holidays off, with pay, provided school is not in session on the day of the holiday:

New Year's Eve Day*	Good Friday	Thanksgiving Day
New Year's Day*	Memorial Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	Christmas Eve Day*
Lincoln's Birthday	Columbus Day	Christmas Day*
Washington's Birthday	Veterans' Day	

\*Paid as part of the Christmas week school recess.