

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE  
CITY OF TORRINGTON, CONNECTICUT

AND

THE TORRINGTON PUBLIC SCHOOL  
ADMINISTRATORS  
ASSOCIATION

EFFECTIVE

JULY 1, 2019-JUNE 30, 2022

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ARTICLE I  
DURATION

This agreement shall become effective as of July 1, 2019 and shall continue and remain in full force and effect through June 30, 2022.

ARTICLE II  
HOLDOVER

In the event that the Board and the Association shall fail to secure a Successor Agreement prior to the termination of this Agreement, the parties by mutual consent may elect to extend the duration of the Agreement for any period not to extend beyond the date of the execution of a Successor Agreement.

ARTICLE III  
RECOGNITION AND DUES

A. RECOGNITION

The Board recognizes the Torrington Public School Administrators Association, Local No. 94, AFSA, AFL- CIO, for the purpose of professional negotiations as the exclusive representative of the certified professional employees of the Board not excluded from the purview of sections 10-153a and 10-153b, inclusive, employed in positions requiring an Intermediate Administrator or Supervisor Certificate, or the equivalent thereof, and whose administrative or supervisory duties, for purposes of determining membership in the administrators' unit, shall equal at least fifty percent of the assigned time of such employee.

B. DUES DEDUCTION

All administrators employed by the Torrington Board of Education may join the Association through the payment of membership dues which represents the costs of union representation, collective bargaining, contract administration and grievance adjustment.

Deductions

Upon the submission of a voluntary written authorization signed by an administrator, the Torrington Board of Education agrees to deduct from each paycheck 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 due the administrator in any one work year. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the first paycheck in any new work year.

Subsequent Employment

Subject to the deductions provision above, those administrators whose employment

commences after the start of the year shall pay a prorated amount of the Association membership dues.

### Save Harmless

The Association agrees to indemnify, defend and hold the Board harmless against all liability, fees and costs which may arise by reason of any action taken by the Board in compliance with the provisions of this section.

## ARTICLE IV NEGOTIATION PROCEDURE

At least 210 calendar days prior to the budget submission date of the calendar year in which the Agreement expires, the Board and the Association agree, upon the request of the other, to negotiate with each other over a Successor Agreement in accordance with Section 10-153a through 10-153n of the Connecticut General Statutes, as amended from time to time.

## ARTICLE V SEVERABILITY

In the event that any provision 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 VI MANAGEMENT RIGHTS

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Board of Education over matters involving the Torrington School District, including but not limited to full control over the policies, procedures and regulations with respect to employees of the Board at all its schools, shall remain vested solely and exclusively in the Torrington Board of Education.

## ARTICLE VII MODIFICATIONS

- A. This Agreement may not be modified in whole or in part except by an instrument in writing duly executed by both parties hereto.
- B. Whenever appropriate, the Board and the Association may act by committee or designated representative.

## ARTICLE VIII TRANSFERS

With regard to transfers of all certificated personnel from one school to another, both the Board and the Association recognize that the Superintendent has the sole responsibility for this decision and shall consider the best educational interests of the school system when making such decision; however, the views of the administrators involved shall be solicited on or before May 1, prior to the transfer. In extenuating circumstances (e.g. budget approval, death) the superintendent will notify and solicit the views of the administrators involved in such transfers as soon as possible.

## ARTICLE IX ADMINISTRATIVE VACANCIES

- A. Any and all administrative vacancies which arise within the school system shall be announced via District email and posted internally for five (5) working days before they may be posted externally. Announcement date, qualifications, duties, and compensation should be clearly stated in the material. The notice should be dated and posted at least 30 school days before the closing date for application, whenever possible.
- B. Administrators shall be notified via their District email of all vacancies and new positions which occur or are created during the summer vacation.
- C. Temporary vacancies created by sabbatical leave, extended sick or personal leave may be filled only on an acting basis until the administrator(s) return (s) to the position(s), or a comparable position.

## ARTICLE X 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 working conditions, of administrators. Both parties agree that proceedings shall be kept as confidential as possible.

### B. Definitions

1. "General Grievance" shall mean a claim based upon an event or condition which affects the conditions of employment of an administrator or group of administrators. A general grievance may be processed through the Board level. If the Board does not respond in writing to the grievant, it may be processed through advisory arbitration.
2. "Specific Grievance" shall mean a claim that there has been a violation, misapplication or misinterpretation of a specific provision of this Agreement. A specific grievance may be processed through binding arbitration.

3. "Administrator" shall mean a member of the bargaining unit and may include a group of administrators similarly affected by a grievance.
4. "Party in 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 resolve the problem. The Board of Education and the Association shall be considered parties in interest.
5. "Days" shall mean calendar days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If an administrator does not file a grievance in writing at level one 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 shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.
2. If the grievant is not satisfied with such disposition of the matter, he/she shall have the right to have a representative of the Association assist him/her in further efforts to resolve the problem informally with the immediate supervisor.

E. Formal Procedures

1. Level One - Superintendent of Schools

- (a) If the administrator is not satisfied with the outcome of the informal procedures, he/she may present his/her claim as a written grievance to the Superintendent within twenty (20) days after he/she knew or should have known of the act or conditions on which the grievance is based.
- (b) The Superintendent shall, within five (5) days after receipt of written grievance, render his/her decision in writing, stating that the grievance is either upheld or denied, with copies given to the Administrator and the President of the Association.

## 2. Level Two - Board of Education

- (a) In the event that the administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within fifteen (15) days after receipt of the decision, file a written grievance indicating such dissatisfaction with the chairperson of the Board of Education.
- (b) After receiving the written grievance, the Board or a committee of the Board shall schedule a meeting to be held within ten (10) days with the administrator and an Association representative for the purpose of resolving the grievance. The decision shall be given in writing to the administrator and the President of the Association within seven (7) days of said meeting stating that the grievance is either upheld or denied. The Board may act by its designated committee.

## 3. Level Three - Arbitration

- (a) If the administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may, if the grievance concerns a specific grievance, request, in writing, to the President of the Association that his/her grievance be submitted to binding arbitration or if the grievance concerns a general grievance, to advisory arbitration.
- (b) The Association may, within ten (10) days after receipt of such request, submit the grievance to binding arbitration, as the case may be, by so notifying the Board in writing and by filing demand for arbitration to the American Arbitration Association.
- (c) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
- (d) The arbitrator shall, within 60 days after the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of facts, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties.
- (e) Grievances which do not involve a violation, misapplication or misrepresentation of a specific provision of this Agreement shall be arbitrable in accordance with the procedure set forth in (a) through (d) above but any such arbitration award shall be advisory only.
- (f) The costs for the services of the arbitrator shall be borne equally by the Board and the Association. The cost of advisory arbitration shall be borne by the association only.

## ARTICLE XI SABBATICAL LEAVE

- A. Any eligible administrator may be granted a sabbatical leave by approval of the Board. Any such leave must be used for study, research or writing. Pay for such leave shall be at the rate of three-quarters of the administrator's annual base salary.

- B. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required by the Superintendent, no later than February 1 of the year preceding the school year in which the sabbatical leave is requested.
- C. To be qualified for sabbatical leave, the administrator must have completed at least seven (7) consecutive full school years of service as an administrator in the Torrington Public Schools.
- D. Upon return, the administrator shall be placed in a position comparable to that held prior to such leave. The recipient of the leave will sign an agreement to return to the Torrington School System and remain in the system for two (2) years after the leave has been completed. Any recipient who does not return to and remain in the system as required shall, in addition to any other recourse available to the Board, repay to the Board any amounts paid pursuant to Paragraph A unless waived by the Board.

ARTICLE XII  
REIMBURSEMENT FOR COURSE WORK

- A. The Board will, upon presentation of proper evidence of course completion with a grade of B or better, and upon recommendation of the Superintendent, reimburse tuition for graduate work in an amount not to exceed the rate charged for twelve (12) credits/units by the Connecticut State University System (i.e. Central, Eastern, Southern, Western or UCONN), for any school year. Only courses taken beyond those required for the Intermediate Administrator's Certificate will qualify. Prior approval of courses to be taken must be obtained from the Superintendent. Tuition for "online" courses from accredited institutions shall be eligible for reimbursements. Requests for reimbursement must be made yearly and notice of course load, not specific courses, shall be given one year in advance.
- B. Administrators applying for reimbursement for course work must provide a minimum of two (2) years of continued service as an administrator for Torrington Public Schools following the completion of any portion of approved course work for which reimbursement is requested. Any administrator leaving before the completion of the two year period of service following any portion of completed course work must repay Torrington Public Schools in full, upon resignation, that portion of reimbursement for which they have been reimbursed. Any portion of such reimbursement not yet made at the time of resignation will be forfeited.

ARTICLE XIII  
EVALUATION REPORTS

Administrators shall be given a copy of any evaluation report prepared by his/her evaluator(s). Discussion may be initiated by the Evaluator(s) or evaluatee any time throughout the year.

ARTICLE XIV

COMPENSATION ON TERMINATION

If any administrator's employment is terminated because of resignation or retirement prior to the end of the current fiscal year, the total amount of compensation payable to such administrator for the period during which he/she has worked will be based on the following formula:

<p><b><u>12-Month Administrators</u></b></p> <p><u>Days Worked</u>            x        Contract Amount</p> <p>Contract Days (261)</p>	<p><b><u>11-Month Administrators</u></b></p> <p><u>Days Worked</u>            x        Contract Amount</p> <p>Contract Days (186 plus 20)</p>
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ARTICLE XV  
PROFESSIONAL DUES

Dues for membership in professional organizations appropriate to the administrator's position shall be paid by the Board. Mutual agreement between the Superintendent and the administrator is required.

ARTICLE XVI  
SALARIES

- A. The salaries of all administrators shall be as set forth on Appendix A.
- B. An additional sum of 2.25% based on the administrator's annual salary for each year of the contract shall be provided to each administrator, for which each administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under IRC Section 403(b) or IRC Section 457, as amended, and then contributed toward the purchase of a 403(b) or 457 annuity with a tax sheltered annuity of his/her choice from the accounts offered by the Board. The additional sum shall be based on the administrator's annual salary and shall be prorated for a partial year employment. The annuity shall be paid, and the elective deferral shall be deducted, in equal installments in each pay period (26) for the school year.
- C. The parties agree that the Board may hire new employees to fill existing but vacant positions at a rate of pay which is no less than eight percent (8%) below the current rate of pay and no more than the current rate of pay as set forth in the applicable appendix. If the Superintendent utilized his or her discretion as set forth in the preceding sentence, administrators in their second year of employment will be placed at the current rate of pay for his/her position listed in Appendix A of the salary schedule.
- D. If an administrator is required to assume the role of a higher paid administrator for six (6) or more consecutive work days then the covering administrator shall be compensated at the per diem rate of the higher paid administrator retroactive to the first work day in which the administrator assumed such role.

ARTICLE XVII  
EXTRA COMPENSATION

The Board of Education may compensate any administrator in this contract the sum of \$2,500.00 over his/her annual salary for possession of a doctorate. The Torrington Board of Education has the discretion to determine if the doctorate is of value to the school system and if obtained from an acceptable accredited institution. The \$2,500.00 will be pro-rated upon notification to the Superintendent of receipt of a doctorate.

ARTICLE XVIII  
PERSONAL DAYS

Personal days will be afforded all administrators as needed. These days may be used for personal business which cannot be conducted except on a school day; and must be approved by the Superintendent. Reasons for the leave will be identified in general terms. Except in cases of emergencies, personal day notification shall be given to the Superintendent at least forty-eight hours (48) in advance.

ARTICLE XIX  
SICK LEAVE

A. 12-Month administrators employed as of July 1, 2016, with the Torrington Public Schools shall be entitled to a bank of sick leave days equivalent to a school year plus ten (10) days.

11-Month administrators employed with the Torrington Public Schools in any capacity as of July 1, 2016, shall be given credit, up to a maximum of the number of days equivalent to a school year plus eight (8) days, for unused accumulated sick leave.

B. 12-Month administrators shall be entitled to twenty (20) sick leave days each school year. Unused sick leave days may be accumulated from year to year up to a maximum equivalent to a school year plus ten (10) days.

11-Month administrators shall be entitled to sixteen (16) sick leave days each school year. Unused sick leave days may be accumulated from year to year up to a maximum equivalent to a school year plus eight (8) days.

C. In cases of extreme hardship, special arrangements may be made by the Board of Education.

D. After seven (7) consecutive school days of illness, the Superintendent may request the submission of a doctor's certificate recommending additional time off for health reasons. Failure to comply with such request shall result in the loss of any additional sick days for the period of absence in questions.

E. By October 15 of each school year, each administrator shall receive a statement of

accumulated sick leave days, to date.

- F. Administrators transferring to Torrington, as of July 1, 2016, shall be given credit for accumulated sick leave days accrued from other systems up to a maximum of thirty-five (35) days.

**ARTICLE XX  
HEALTH BENEFITS**

- A. All administrators shall be entitled to elect coverage for themselves and their dependents under the HDHP/HSA (High Deductible Health Plan/Health Savings Account) plan described below.

**High Deductible Health Plan/Health Savings Account ("HSA Plan")**

Effective July 1, 2019, the only Health insurance for administrators will be provided through a High Deductible Health Plan/Health Savings Account ("HSA") plan, as set forth below.

The HSA plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum Includes In-Network Post Deductible RX copays & Out of Network Co-Insurance (individual/aggregate family)	\$3,000/6,000	\$4,000/8,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to the post-deductible co-payments set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$0/25/40 (retail), and a two times co-payment for mail order.

For the 2019-20 contract year, the Board will fund fifty percent (50%) of the applicable HSA deductible amount. For the 2020-21 and 2021-22 contract years, the Board will fund forty-five percent (45%) of the applicable HSA deductible amount. For the all contract years, one-half of the Board's contribution toward the HSA plan

deductible will be deposited into the HSA accounts on or about July 15, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts on or about January 15.

Each of the above scheduled deposits shall be made on or about the first business day of each stated month. The HSA accounts shall be held at the Torrington Municipal and Teachers Federal Credit Union.

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.

The Board's contribution will be pro-rated for any administrator enrolled in the plan for only a portion of the year.

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

Each administrator shall pay the following percentage of the premiums for the HSA plan:

<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
13%	14%	16%

B. Dental Benefits

Each administrator shall pay the following percentage of the premiums for dental coverage:

<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
19%	20%	21%

The Board shall provide for each administrator electing dental coverage with benefits equal in coverage to the dental plan in effect during the 2018-19 school year. The Board shall pay eighty- one percent (81%) of the cost of coverage for the 2019-20 school year and the administrator shall pay nineteen percent (19%) of the cost. The Board shall pay eighty percent (80%) of the cost of coverage for the 2020-21 school year and the administrator shall pay twenty percent (20%) of the cost. The board shall pay seventy-nine percent(79%) of the cost of coverage for the 2021-22 school year and the administrator shall pay twenty-one percent (21%) of the cost.

C. Benefits After Retirement

Administrators who retire from Torrington Public Schools shall have medical insurance coverage in accordance with Connecticut General Statutes, Section 10-183.

D. Miscellaneous

1. The Board shall adopt an Internal Revenue Code Section 125 pre-tax premium conversion account for administrators so that their health insurance premium payments may be made from pre-tax compensation.
  2. Administrators who do not desire to participate in the above-mentioned plans shall so indicate each September by signing a waiver form which can be obtained from the Superintendent's office. Any administrator who is enrolled in the District medical plan in the 2018-19 contract year and dis-enrolls from the District medical plan for the 2019-20 contract year, shall receive a one time lump sum medical insurance waiver payment of \$1,000 for individual coverage and \$2,000 for family coverage made payable by October 1, 2019.
  3. The Board shall have the right to change carriers/plans for any of the types of insurance described in this Article, provided that the overall level of benefits, when considered as a whole, remains substantially comparable.
  4. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2022. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2021-2022 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.
- E. The Board may offer optional insurance coverage to administrators, provided a plan summary is provided the association 30 days prior to any such offer.
- F. The Board shall provide, at no cost to the administrator, life insurance equal to two (2) times his/her annual earnings.
- G. The Board shall, at no cost to itself, make available to each administrator a long-term disability plan which commences ninety (90) days after the onset of the disability and provides sixty percent (60%) of base pay to a maximum of \$6,000.00 per month until age 65. The provision of this plan shall be subject to eligibility and underwriting requirements of the insurance carrier. Any administrator electing coverage hereunder shall pay the full cost of coverage hereunder through payroll deduction.

ARTICLE XXI  
ADMINISTRATIVE REDUCTION IN FORCE

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate certified staff positions, consistent with provisions of state statutes.

Elimination of staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board of Education.

In the event that positions covered by this Agreement are eliminated, the following procedure will be used:

1. 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.
2. 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.
3. 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, such appointment does not constitute a promotion to a higher classification.
4. 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, such appointment does not constitute a promotion to a higher classification.
5. 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 set forth above, he/she will be offered a teaching position subject to the Reduction in Force provision of the Torrington Education Association's contract with the Board. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and employed as a teacher, he/she will be granted experience credit on the salary schedule and credit for accumulated sick leave in accordance with the provisions of the Torrington Education Association's contract with the Board.
6. Any administrator who has been displaced as set forth above shall be placed on a reappointment list for two (2) years for his/her former administrative position or any other vacant administrative position for which the administrator is certified and qualified, and shall remain thereon until re-appointed, provided such administrator does

not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified according to their administrative seniority in the Torrington School System. 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.

7. For purposes of this Article, administrative classifications shall be as follows:

Category	Positions
12-Month	Torrington High School Principal
12-Month	Torrington Middle School Principal
12-Month	Elementary School Principal
12-Month	Secondary Assistant Principal
12-Month	Director of Special Programs
11-Month	Elementary Assistant Principal

8. The determination of whether an administrator is qualified for a position in accordance with the provisions of this Article shall be made by the Superintendent, provided that such determination is reasonable. The Superintendent's determination shall be based upon the administrator's academic background, training and demonstrated performance in administrative positions within the same classification and/or other classifications, as reflected in evaluations conducted in accordance with the Board-approved evaluation procedure, provided that such prior administrative experience is relevant to the administrator's ability to perform the responsibilities of the position in question in a manner best serving the interests of students.

#### ARTICLE XXII SEVERANCE PAY

Upon retirement, an administrator in the employ of the Board on July 1, 1991 shall receive severance pay in the amount of seven and one-half tenths of one percent (.0075) of his/her highest annual salary, including any differentials earned, multiplied by the number of years of service, (but no more than thirty years). In order to be eligible, an administrator shall have completed twenty (20) years of service in the Torrington School System.

#### ARTICLE XXIII EARLY RETIREMENT

A. Any administrator in the employ of the Board on July 1, 1991 who has not attained age sixty (60) on July 1, 1992, whose age and years of employment total at least 70 and who has been employed by any Board of Education for at least twenty-five (25)

years and by the Torrington Board of Education for at least fifteen (15) years may elect to retire early under the following conditions.

1. On or before March 1<sup>st</sup> of the school year preceding the school year of retirement, the administrator must notify the Board of his/her intention to retire pursuant to this article.
  2. Early retirement for twelve month administrators may commence only in July of any year. Early retirement for all other administrators may commence only in September of any year.
  3. Early retirement benefits must be approved by the Board.
- B. Each administrator electing early retirement shall be compensated at the annual rate of 10% of the highest annual salary earned by him/her while employed by the Board, from the date of commencement of retirement until the expiration of 10 years. Payment by the Board shall be made during the first 15 calendar days after July 1<sup>st</sup> each year of retirement for twelve month administrators and during the first 15 calendar days after September 1<sup>st</sup> of each year of retirement for all other administrators.
- C. In addition to the benefits mentioned in paragraph B, any administrator who has received approval for early retirement benefits shall be entitled to the health benefits mentioned in Article XX, Health Benefits, for as long as he/she is entitled to early retirement benefits with the following limitation on life insurance - not to exceed maximum coverage of \$10,000 to age 65.
- D. In the event an administrator dies prior to receiving all early retirement payments, the last amount times the number of remaining years shall be paid in one lump sum to the administrator's estate or designated beneficiary.
- E. The Association will defend and save the Board of Education harmless from any claim, demand, suit or judgment arising from the performance of the Board's obligation under this article. The Association is free to hire counsel of its choice.

#### ARTICLE XXIV WORK YEAR/VACATIONS

- A. 12-Month administrators shall work two hundred twenty-six (226) days. 11-Month administrators shall work a school year of 186 plus twenty (20) days. 10-Month administrators shall work a school year of one hundred eighty-six (186) days. For the purpose of this Agreement, the phrase "work year" shall mean the period commencing on July 1<sup>st</sup> of a given calendar year and continuing through the succeeding June 30<sup>th</sup>. 12-Month administrators shall be entitled to take as vacation days the winter recess and the spring recess, as well as additional days within their work year which exceed their prescribed number of working days (226) upon appropriate notice to the Superintendent and subject to the provisions below.

##### 12-Month Administrators

261 contract days

- 226 work days (includes all non-schools days i.e. winter recess & spring recess)
- 13 holidays
- 22 vacation days

#### 11-Month Administrators

206 contract days

- 186 work days (same as teacher work year)
- 20 additional work days as agreed upon by supervisor and Superintendent (may include winter recess, spring recess & summer months upon mutual agreement)

#### 10-Month Administrators

186 contract days

- 186 work days (same as teacher work year)

- B. Each administrator shall submit a work year calendar to the Superintendent for approval on or before June 30 for the following 12-month work year. Such approved calendar may be modified jointly by the administrator and Superintendent at any time.
- C. 12-Month administrators will have the option of carrying over up to five (5) days in a subsequent year. Upon voluntary retirement of a 12-Month administrator, provided the Board is notified on or before March 1<sup>st</sup> of the school year preceding the school year of retirement, the 12-Month administrator may request a payout of his/her remaining vacation days.
- D. On days when school is not in session due to inclement weather or a declared emergency, 12-Month administrators may, at their discretion, choose to work from home as a work day, subject to the approval of the Superintendent..
- E. For 12-Month administrators, the following holidays are the current school holidays which are meant to coincide with the student schedule. It is understood that these are subject to change if the school calendar for students changes.  
July 4<sup>th</sup>, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day (if a school holiday, otherwise the day after Christmas), Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day.
- F. Administrators shall not be required to work on days when schools are closed for holidays.
- G. 12-Month administrators shall be eligible to schedule vacation days at any time while school is in session, with the express written approval of the Superintendent or his/her designee.
- H. Any additional work days requested by the Superintendent shall be paid at the per diem rate.

ARTICLE XXV  
PROFESSIONAL DEVELOPMENT

Administrators may be allowed to attend conferences and/or be presenters at conferences. Request for conference attendance and/or presentations at conferences must receive prior approval from the superintendent.

ARTICLE XXVI  
DISCIPLINE FOR JUST CAUSE

No administrator shall be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed as an administrator without reasonable and just cause.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

For the TORRINGTON BOARD OF EDUCATION

BY: *Fiona Cappabianca*  
Fiona Cappabianca, Board Chair

Date: 1/11/19

For the TORRINGTON PUBLIC SCHOOL ADMINISTRATORS ASSOCIATION

BY: *Maryann C. Buchanan, Ed.D.*  
Maryann Buchanan, TPSAA President

Date: 1/11/19

**APPENDIX A**

**ADMINISTRATIVE SALARIES  
2019-22**

<b>Category</b>	<b>Positions</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
12-Month	Torrington High School Principal	\$153,232	\$156,297	\$159,423
12-Month	Torrington Middle School Principal	\$145,935	\$148,854	\$151,831
12-Month	Elementary School Principal	\$138,987	\$141,767	\$144,602
12-Month	Secondary Assistant Principal	\$132,741	\$135,396	\$138,104
11 Month	Secondary Assistant Principal	\$118,948	\$121,327	\$123,754
11 Month	Elementary Assistant Principal	\$118,948	\$121,327	\$123,754
11 Month	Director of Special Programs	\$123,386	\$125,854	\$128,371
10-Month	Administrative Dean	\$107,391	\$109,539	\$111,730

## **APPENDIX B ANTHEM DENTAL PLAN**

### **Full Dental Plan**

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

#### **COVERED SERVICES INCLUDE:**

- Oral examinations
- Periapical and bitewing x-rays
- Topical fluoride applications for members under age 19
- Prophylaxis, including cleaning, scaling and polishing
- Relining of dentures
- Repairs of broken removable dentures
- Palliative emergency treatment
- Routine fillings consisting of silver amalgam and tooth color materials' including stainless steel crowns (primary teeth)\*
- Simple extractions \*\*
- Endodontics, including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\*Payment for inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

#### **ACCESSING BENEFITS:**

##### **Participating Dentists' Benefits**

When a member receives care from one of over 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating Dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charts.

##### **Non-Participating Dentists' Benefits**

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

**This does not constitute your health plan or insurance policy. It is only a general description for the purposes of the Request for Proposal of the Anthem Blue Cross Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.**