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A G R E E M E N T

BETWEEN

THE NORTH STONINGTON BOARD OF EDUCATION

AND

**THE NORTH STONINGTON FEDERATION
OF SCHOOL ADMINISTRATORS**

July 1, 2021 to June 30, 2024

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ARTICLE I
PREAMBLE

- A. This Agreement is negotiated under Connecticut General Statutes §10-153b through §10-153f, as amended, in order to: (a) fix for its term the salaries and all other conditions of employment provided herein, and (b) encourage and abet effective and harmonious relationships between the Board and the Administrators Unit in order that the cause of public education may be best served.
- B. This document shall constitute the agreement between the Board and the North Stonington Federation of School Administrators ("NSFSA") in the subject areas covered for the duration of the Agreement unless changed by mutual consent of both parties. Previously adopted documents, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE II
RECOGNITION

- A. The North Stonington Board of Education (hereinafter referred to as the "Board") hereby recognizes the NSFSA as the exclusive bargaining agent for the principals, assistant principals and dean of students.
- B. As used in this Agreement, the term "Board of Education" or "Board" shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent", as used in this Agreement, shall mean the Superintendent or his or her designee.

ARTICLE III
PROFESSIONAL NEGOTIATIONS

- A. The Board and the NSFSA agree to negotiate a successor agreement in accordance with applicable provisions of state statutes.
- B. The Board and the NSFSA mutually agree to negotiate regarding ground rules, exchange relevant data, points of view and proposals and counterproposals with respect to salaries and any other mandatory conditions of employment about which either party wishes to negotiate.
- C. The parties agree not to utilize the services of outside consultants during successor negotiations unless by either mutual agreement of the parties or upon commencement of mediation and/or arbitration, if necessary.
- D. During the negotiations, the Superintendent, if so requested, by either party, will present documents from the Administrators' records when such records or documents relate to salaries and conditions of employment.
- E. No proposal or package proposal agreed to by the NSFSA and representatives of the Board shall be binding or final until the proposal or package proposal has been ratified by the NSFSA membership and approved by the Board of Education in accordance with procedures established by the respective parties.

- F. The Board shall prepare and distribute copies of the Agreement to all members of the NSFSA. All Administrators should have a copy of the agreement at the earliest possible date before signing an initial contract or annual salary statement for the period covered by the Agreement.

ARTICLE IV
EMPLOYMENT YEAR

1. The high school/middle school principal, elementary principal, high school/middle school associate principal and elementary school associate principal (with special education duties) will be employed on a twelve month basis. Their work year will be two hundred forty-six (246) days (including vacation days). The elementary school associate principal's work year shall be comprised of both administrative and special education duties and shall include the summer school program.
- a. Any Administrator hired prior to the 2010 - 2011 school year earned their twenty-six (26) vacation days by June 30th of the year hired to be used the following year. In the first year prior to earning those days, depending on the date of hire, each new Administrator was allowed the Christmas, February, and April vacations in addition to holidays provided school is not in session. Upon retirement or leaving the district, those Administrators will receive compensation for the vacation days based on the current per-diem rate.
 - b. Notwithstanding the foregoing, beginning July 1, 2010, all two hundred forty-six (246) day Administrators hired on or after July 1, 2010, will be granted twenty-six (26) days of vacation upon their date of hire. Any two hundred forty-six (246) day Administrator, who begins work after said July 1st date, will be granted vacation days on a pro-rated basis. There will be no vacation pay-out or carry-over provision during the first year of employment. Commencing with the Administrator's second year of employment, in the event that the Administrator separates from employment during such year, his/her vacation days shall be pro-rated from his/her anniversary date and he/she shall receive a maximum vacation pay-out of up to five (5) unused prorated days. This language shall remain in the Agreement unless and until the parties negotiate a change to such provision.
 - c. The high school/middle school principal, elementary principal high school/middle school associate principal and elementary school associate principal will be granted twenty-six (26) days of vacation.

At the start of the tenth year of employment with the Board as an Administrator, any such eligible Administrator shall be granted thirty (30) days' vacation. Up to one (1) week may be taken when school is in session, with the permission of the Superintendent. Up to five (5) days may be carried over from the previous year but must be used during that year. Such days will be automatically carried over if the days are remaining from the previous year. Requests for vacation leave must be approved in advance by the Superintendent.

2. Administrators receive the following holidays as part of their weekly remuneration which shall not be considered vacation days (as set forth under Article IV, Section 2):

New Years' Eve	Labor Day
New Years' Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
	Day after Christmas

The above holidays shall be celebrated on the date declared by the state or federal government, or in lieu thereof by the Board of Education, as the official day of celebration and only when school is not in session. In the event school is in session on such a holiday, an affected Administrator shall receive another holiday or an additional day's pay at a per diem rate of 1/220 of salary.

ARTICLE V

SICK LEAVE

- A. All full-time equivalent (1.0) personnel will be granted nineteen (19) days of sick leave annually. Unused sick leave may be accumulated to two hundred twenty (220) days.

Upon retirement, Administrators hired for bargaining unit positions covered by this Agreement prior to July 1, 2021 will be paid fifty-five dollars (\$55.00) per day for each day of accumulated sick leave to a maximum of two hundred twenty (220) days with a Board option of payment to be paid over a two (2) year period in two (2) equal payments each paid by December 15th of each year beginning with the calendar year of retirement.

- B. If a member of the bargaining unit is absent for medical reasons for an extended period of time, the Superintendent may periodically require a report from the physician treating the member for the illness or injury causing the absences setting forth the nature of the illness or injury and the anticipated date when the member will return to work. The Superintendent may require the member to undergo an examination by a mutually agreed-upon physician, at Board expense.

An extended period of time shall be defined as five (5) or more consecutive work days or more than ten (10) work days during any thirty (30) calendar day rolling period.

ARTICLE VI

LEAVES OF ABSENCE

- A. **Personal Leave**

1. All personnel will be granted five (5) personal days annually. Administrators may carry over up to two (2) unused personal days to the following contract year.
2. Personal leave may be taken in no less than two (2) hour increments.

B. **Bereavement Leave**

1. A maximum of five (5) days per case will be allowed with full pay for absence due to the death of a member of the Administrator's immediate family. An additional two (2) days may be allowed by the Superintendent upon request, under extenuating circumstances. In addition, one (1) day per year will be allowed with full pay for absence due to the death of other family members or friends.
2. Immediate family shall be defined as spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, grandmother or grandfather.

C. **Professional Leave/Conference and Travel**

1. The Board of Education shall annually establish a fund of one thousand (\$1,000.00) each year per Administrator for professional development/conference and travel for exclusive use of the NSFSA membership. If the employee uses his/her own automobile, the rate of reimbursement shall be the maximum allowable non-taxable rate under the IRS code.
2. All requests for professional leave shall be submitted to and shall be approved by the Superintendent of Schools.

D. **Childrearing Leave**

Administrators shall be granted childrearing leave in accordance with any applicable state and/or federal laws. The procedure set forth in the relevant statutes shall be the exclusive remedy for all complaints arising within its scope.

E. **Jury Duty**

1. If the law permits an exemption from jury duty for public school Administrators, then Administrators summoned to jury duty who seek an exemption shall be assisted in obtaining the exemption by the Superintendent of Schools through such things as a letter attesting to the need for the Administrator to remain on duty in the school system.
2. Any Administrator ordered to report to jury duty during July or August shall receive a rate of pay equal to the difference between the professional salary and the jury fee for each day served as a juror, provided that the Administrator is scheduled to work during the date or dates of such jury duty.

F. **NFSFA Leave**

Officers and other representatives of the Unit may be granted leave with full pay to attend administrative hearings or judicial proceedings related to negotiation or administration of the collective bargaining agreement, if approved by the Superintendent. Whenever possible, the Union shall provide the Superintendent with the names of members who the Unit wishes to attend at least one (1) week prior to the meeting.

ARTICLE VII
PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

- A. An Administrator's tuition shall be reimbursed by the Board on a one-time basis to a maximum of four hundred dollars (\$400.00) per credit hour, and fifty percent (50%) for the cost of course books for courses successfully completed with at least a grade of "B" or the equivalent, in an accredited institution if such courses are approved in advance by the Superintendent of Schools and receipts for the costs of books are submitted. At the discretion of the Superintendent, the grade requirement may be waived. Such reimbursement shall be made each September for courses completed before that September 1, to Administrators returning during that school year, upon presentation of a transcript and documentation of payment. Notwithstanding the foregoing, reimbursement will be made to Administrators who do not return during the school year due to death, disability, or separation because of elimination of an administrative position, as long as tuition was paid by the Administrator prior to notice of such elimination.
- B. The Board shall designate a maximum of four thousand dollars (\$4,000.00) per year for the reimbursement of tuition and costs of course books to Administrators.

ARTICLE VIII
HEALTH INSURANCE

- A. All Administrators covered by this Agreement shall be offered the following coverage:
1. Life insurance with two hundred fifty thousand dollars (\$250,000.00) of coverage for each Administrator until age fifty-five (55) or retirement whichever is later at the Board's expense and fifty thousand dollars (\$50,000.00) from retirement until age sixty-five (65) at Board expense provided an administrator worked seven (7) or more years for the North Stonington Board of Education as an Administrator. Other Administrators who have not worked for seven (7) years for the Board may purchase fifty thousand dollars (\$50,000.00) life insurance up to age sixty-five (65) at their own expense. The Board of Education will continue to provide life insurance coverage for the duration of the time that the Administrator is employed in the District regardless of the age of the Administrator.
 2. Accidental death and dismemberment insurance with one hundred thousand dollars (\$100,000.00) of coverage for individual employees.
 3. Disability income insurance for individual employees - 66.67% of basic earnings rounded to the next higher dollar (\$1.00) to a maximum of two thousand dollars (\$2,000.00) per week for fifty-two (52) weeks. Benefits to commence after thirty (30) days or the conclusion of accumulated sick leave, whichever is greater.
 4. Health Insurance - Health insurance benefits in accordance with the following:

High Deductible Health Plan ("HDHP")

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 \$10 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes
- Infertility benefits are subject to the state mandate limits
- Bariatric procedures (not covered)
- High-cost diagnostics and x-rays are subject to preauthorization and a \$75.00 co-pay (to a maximum of \$375.00 per plan year).

Out of network medical services will be subject to an 80% plan / 20% 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. Prescription drug co-pays are subject to a separate maximum of \$1,000.00 for the individual and \$2,000.00 for the family.

In year one of the contract (July 1, 2021 through June 30, 2022), the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee's established HSA.

In year two of the contract (July 1, 2022 through June 30, 2023), the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee's established HSA.

In year three of the contract (July 1, 2023 through June 30, 2024), the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee's established HSA.

The Board's contribution toward the deductible will be deposited into the employee's established Health Savings Account ("HSA") on or about July 1st (fifty percent (50%) of the Board's contribution toward the deductible) and on or about January 1st (the remaining fifty percent (50%) of the Board's contribution toward the deductible) in each contract year.

The parties acknowledge that the Board's fifty percent (50%) 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.

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 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 30th of the applicable contract year.

5. Dental - Full coverage for individual and dependents.
6. The Board shall provide all health insurance benefits set forth above on an employer-employee co-pay basis for the duration of the contract.

2021- 2022 – 18.5%

2022 -2023 - 20%

2023- 2024 - 21%

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

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

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

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

The health risk assessment shall be:

- An annual physical (and any tests related to such physical);

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

Biometric screening shall measure the following:

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

To be eligible to receive the health insurance benefits set forth in this Agreement, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the premium set forth above. Each employee will be informed of the amount of the premium in writing prior to the first of any revised deduction. An employee may forego or withdraw from full coverage rather than pay his/her share of the premium. All insurance benefits, including the reinstatement of discontinued insurance benefits shall be provided in accordance with the terms of the insurance company administering the plan at the time that benefits are sought.

7. Any Administrator who has retired under the terms of the Connecticut Teachers Retirement Act will have the option of continuing his or her health insurance upon retirement in accordance with the terms of §10-183t of the Connecticut General Statutes. Such coverage will continue to be purchased through the Board of Education at the retiree's expense.
8. Nothing in this Agreement shall prevent the Board from changing insurance carriers or self-insure for all or some of the aforementioned insurance provided that such modification(s) substitute benefits are substantially equivalent to or better than the benefits set forth herein on an overall plan benefit basis. The Board will advise the NFSFA, in writing, of any possible changes to health insurance at least sixty (60) calendar days prior to the effective date of the change.

9. All insurance contracts referred to in this Article are on file with the Superintendent of Schools. The specific terms of coverage are set forth in those contracts, which bargaining members are free to review. The Board has no obligation to provide benefits other than those set forth in these insurance contracts. The Board shall distribute booklets describing the insurance as soon as they are provided by the insurer.
 10. Annually, each Administrator may elect to waive both the health and dental insurance coverage listed above, and in lieu thereof shall receive an annual lump sum payment, excluding taxes, as follows: single coverage – four hundred dollars (\$400.00); dual/family coverage – one thousand dollars (\$1,000.00). The election must be made in writing during the period of open enrollment and each employee shall certify that health insurance coverage is being provided by another source.
 11. One hundred fifty dollars (\$150.00) over two (2) year periods (commencing July 1, 2018) vision care program with benefits and exclusions contained therein for individual employee, their spouse, and dependents up to age twenty-three (23).
- B. Should any increase in health care benefits be granted to the North Stonington Board of Education, the parties agree to open this Article only for the purpose of re-negotiating in accordance with the law.

ARTICLE IX **EARLY RETIREMENT**

The Board may, at its' discretion, provide additional retirement benefits, on an individual basis, upon request of the Federation. This provision shall not be subject to negotiations under the Teacher Negotiations Act, §10-153b, *et seq.*, of the Connecticut General Statutes.

ARTICLE X **SEVERANCE PAY**

Administrators hired prior to the 2010-2011 school year for a bargaining unit position covered by this Agreement will be entitled to receive their earned vacation pay, pro-rated, at the time of retirement, death while employed, or resignation in good standing. The per diem rate will be based on two hundred twenty (220) days.

ARTICLE XI **PERSONNEL FILE**

No material originating after original employment shall be placed in an Administrator's personnel file unless the Administrator has been notified and has had an opportunity to review the material. The Administrator may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the Administrator believes that material to be placed in his/her file is inappropriate or in error, he/she may rebut in writing. If the Administrator is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall such signature be interpreted to mean agreement with the content of the material.

ARTICLE XII

HIRING PRACTICES

All Administrators, as appropriate, will be invited to join the screening committee, to participate in the interview process, and to provide input into the hiring of any employee who works in the school or on the grounds of the school for which the Administrator has responsibility.

ARTICLE XIII

GRIEVANCE PROCEDURE

14.1 Purpose

- 14.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.
- 14.1.2 Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the administration.

14.2 Definitions

- 14.2.1 A "grievance" shall be defined as a complaint by an Administrator or a group of Administrators that there has been a misinterpretation or misapplication of a specific provision or provisions of this contract to the detriment of the Administrator or Administrators concerned. An evaluation of an Administrator's performance is not subject to grievance.
- 14.2.2 The term "Administrator" shall mean any certificated employee within the bargaining unit covered by this Agreement.
- 14.2.3 A "grievant" shall mean any person directly affected by an alleged misinterpretation, or a misapplication of a specific provision or provisions of this agreement who then files a grievance.
- 14.2.4 The term "days" shall be defined as days when the Central Office is open for business.

14.3 Procedure

- 14.3.1 Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement provided such agreement is in writing and is signed.
- 14.3.2 If an Administrator does not file a grievance in writing within twenty (20) days after which he/she knew, or should have known of the act on which the grievance is based, then the grievance shall be considered waived.

14.3.3 If an Administrator does not file a grievance in writing twenty (20) days after knowing of the act or conditions in which the grievance is based, then the grievance shall be considered to have been waived.

14.3.4 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.

A. **LEVEL ONE - Informal Procedure**

Prior to filing a complaint, any individual Administrator may discuss the situation with any other Administrator in an attempt to informally resolve the situation.

B. **LEVEL TWO - Superintendent**

Within ten (10) days after an Administrator knew or should have known of an alleged grievance, he/she must file a written complaint with the Superintendent of Schools identifying the specific contract language which the grievant alleges has been misinterpreted or misapplied. Within ten (10) days after receiving the written grievance by the Superintendent, the Superintendent shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent shall render her/his decision in writing.

C. **LEVEL THREE -- Board of Education**

If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may, through the NFSFA, within ten (10) days after receipt of the decision, refer the grievance to the Board of Education.

The Board of Education or a committee thereof, shall, within fifteen (15) days after the receipt of the referral, meet with the aggrieved Administrator and with representatives of the NFSFA, as appropriate, for the purpose of resolving the grievance. The Board Committee shall consist of three members.

The Board of Education or a committee (of three (3)) thereof, shall within five (5) days after the hearing, render a decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the NFSFA.

D. **LEVEL FOUR – Arbitration**

If the aggrieved Administrator is not satisfied with the disposition of his grievance at Level Three, he or she may, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the President of the NFSFA that his/her grievance be submitted to arbitration.

The NFSFA may, within five (5) days after receipt of such request, submit the grievance to arbitration by notifying the Board in writing.

The Chair of the Board, or his/her designee, and the President of the NFSFA shall, within five (5) days after such written notice jointly select a single arbitrator who is experienced

and an 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.

The arbitrator selected shall confer promptly with representatives of the Board and the NFSFA, and shall review the record of prior hearings, and shall hold such further hearings with the aggrieved Administrator and other parties in interest as are deemed required.

The arbitrator shall, within thirty (30) days after the conclusion of the hearing(s) render a decision in writing to all parties in 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 in interest.

The arbitrator shall have no power to amend, add to, or delete from any of the specific terms of this agreement.

14.4 **Waiver**

14.4.1 If a member of the unit does not file a written complaint within the time limits specified herein, then such grievance shall be waived permanently if the grievance concerned an individual occurrence or, if such grievance is of a recurring nature, the waiver shall be in effect for one full calendar year.

14.4.2 The parties shall jointly share the cost of arbitration.

ARTICLE XIV **SALARY**

The salary schedule for current Administrators is as follows:

<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
2.0%*	2.0%*	2.0%*

*The High School/Middle School Principal position's salary will be increased by an additional one-quarter (.25%) percent in the 2021-2022, 2022-2023 and 2023-2024 contract years.

Administrators not at the top step (year 4) of the salary schedule, shall advance one (1) step (year) on July 1st in each year of the contract.

The Board may hire new bargaining unit members at up to step 2 of the applicable salary schedule.

2021-2022

	Step 1	Step 2	Step 3	Step 4
High School/Middle School Principal	\$146,477	\$151,032	\$152,550	\$154,068
Elementary Principal	\$140,654	\$145,030	\$147,251	\$149,470
High School/Middle School Associate Principal	\$127,732	\$131,704	\$135,800	\$140,024
Elementary School Associate Principal (with special education duties)**				

2022-2023

	Step 1	Step 2	Step 3	Step 4
High School/Middle School Principal	\$149,773	\$154,430	\$155,982	\$157,535
Elementary Principal	\$143,367	\$147,931	\$150,196	\$152,459
High School/Middle School Associate Principal	\$130,287	\$134,338	\$138,516	\$142,824
Elementary School Associate Principal (with special education duties)**				

2023-2024

	Step 1	Step 2	Step 3	Step 4
High School/Middle School Principal	\$153,143	\$157,905	\$159,492	\$161,080
Elementary Principal	\$146,336	\$150,890	\$153,200	\$155,508
High School/Middle School Associate Principal	\$132,893	\$137,025	\$141,286	\$145,680
Elementary School Associate Principal (with special education duties)**				

**In the event that the Special Services Director employed by the Board prior to July 1, 2021 remains employed by the Board as the Elementary School Associate Principal (with special education duties) during the term of this Agreement, her salary in 2021-2022 shall be \$144,608, in 2022-2023 \$147,500 and in 2023-2024 \$150,450.

ARTICLE XV

DUES DEDUCTION

Upon the submission of a voluntary written authorization signed by an Administrator, the Board agrees to deduct from the Administrator's pay, an amount equal to the NFSFA membership dues, by means of equal payroll deductions.

The amount of NFSFA membership dues shall be certified by the NFSFA to the Board prior to September 1st of each year.

Those Administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year upon submission of an appropriate written voluntary authorization for salary deduction.

The Board agrees to forward to the NFSFA each pay period a check for the amount of money deducted during that month. The Board shall include with such a check a list of Administrators for whom such deductions were made.

The NFSFA agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE XVI

FULL-TIME BENEFITS

The provisions set forth in this Agreement shall pertain to employees who work a two hundred forty-six (246) day work year (including vacation days), and/or a work year of two hundred two (202) days (no vacation days), as described herein. In the event that the Board hires any additional part-time Administrators, the parties shall negotiate the terms and conditions of such Administrator(s)' employment.

ARTICLE XVII

REDUCTION IN FORCE

A. General Statement of Policy

It is recognized that under Sections 10-220 and 10-4a of the Connecticut General Statutes, the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the state. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this procedure is adopted to provide a fair and orderly process should such eliminations become necessary.

B. Reasons for Elimination of Professional Staff Positions

It is recognized that the Board has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of the State Statutes. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board.

C. Definitions

1. As used herein, the term "days" shall mean calendar days.
2. As used herein, the term "Administrator" shall mean a professional employee of the Board who is employed in a position requiring an intermediate Administrator or supervisory certificate or the equivalent thereof and who is eligible for membership in the bargaining unit under Section 10-153b of the General Statutes of Connecticut.

D. Procedure

1. The Board may, in the first instance, exercise its rights and power to reduce the number of staff positions without determining which administrative contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
2. Prior to commencing action to terminate Administrator contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
 - a. voluntary retirements
 - b. voluntary resignations
 - c. transfer of existing staff members
 - d. voluntary leaves of absence
3. In the event that it appears necessary to terminate Administrator contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions.
4. The following criteria will be used to select those Administrators whose contracts are to be considered for termination as a consequence of elimination of an Administrator position:
 - a. Demonstrated performance and qualifications,
 - b. The nature of the experience and training of the individuals concerned,
 - c. Needs of the school system,
 - d. Length of continuous administrative service in North Stonington,
 - e. Total length of public school service as an Administrator,
 - f. Degree status, and
 - g. Certification.

These factors are not weighted or arranged in order of importance, but are all to be considered in reaching a decision.

5. If an Administrator's contract is eliminated after application of the criteria listed above, the Administrator will be offered a teaching position for which the Administrator is certified and qualified, subject to and consistent with the reduction in force contract or policy in effect for teachers.

E. **Provisions Not Applicable to Promotions**

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

F. **Recall Procedure**

If the contract of employment of an Administrator is terminated because of elimination of position, the name of that Administrator shall be placed on a reappointment list and remain on such list for a period of two (2) years. Each Administrator shall advise the Superintendent by registered mail every six (6) months of any change in address. Failure to advise the Superintendent shall cause the deletion of the Administrator's name from said list. If a position becomes open during such period, the Board will select the administrator on the recall list who is certified and most qualified to hold the open position, then the Administrator will be notified in writing by registered mail, sent to his or her last known address at least thirty (30) days prior to the anticipated date of reemployment, where possible. The Administrator shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the Administrator shall receive a written contract within twenty (20) days of receipt of the Administrator's reply by the Board. If the Administrator rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the Administrator will be removed from the recall list, and the Board shall have no further obligation to offer re-employment to that Administrator.

- G. Nothing in this Article should be construed to limit the right of the Board to eliminate or create any position, program, department or school, or to reorganize the staffing thereof or to assign staff. Accordingly, this procedure shall in no way preclude the Superintendent from making any transfer or reassignment.

ARTICLE XVIII
PROTECTION OF ADMINISTRATORS

- A. Administrators shall report immediately in writing to the Superintendent of Schools all cases of assault suffered by them in connection with their employment.
- B. The Board shall indemnify an Administrator from all legal claims, when required to do so in accordance with the provisions of Section 10-235 of the Connecticut General Statutes, as said section may be amended from time to time.

- C. The Board shall indemnify an Administrator in the event s/he is assaulted while acting in the discharge of his/her duties, in accordance with the provisions of Section 10-236a of the Connecticut General Statutes, as it may be amended from time to time.

It is the intent of the parties that the obligations and responsibilities set forth in this Article of the collective bargaining agreement shall follow the requirements of the applicable laws, as they may be amended from time to time. The Article is included for informational purposes only, and shall not be subject to the grievance procedure.

ARTICLE XIX **SAVINGS CLAUSE**

- A. If any provisions or portion of this Agreement is ultimately ruled invalid for any reason by authority of established and competent legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.
- B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XX **JUST CAUSE**

No Administrator shall be either disciplined or have his/her salary increase withheld without just cause. Verbal and written warnings shall not be subject to arbitration as set forth under Article XIV (Grievance Procedure).

ARTICLE XXI **DURATION**

This Agreement shall fix for its term the wages and working conditions of all Administrators employed by the Board during the period July 1, 2021 through June 30, 2024.

NORTH STONINGTON BOARD OF EDUCATION

Date:

9/25/2020

By:

Christie Wagner
Chairman

NORTH STONINGTON FEDERATION OF SCHOOL ADMINISTRATORS

Date:

9/25/2020

By:

Veronica D. Wilson
President