

**AGREEMENT BETWEEN**

**THE CHESTER BOARD OF EDUCATION**

**THE DEEP RIVER BOARD OF EDUCATION**

**THE ESSEX BOARD OF EDUCATION**

**THE REGIONAL SCHOOL DISTRICT NO. 4  
BOARD OF EDUCATION**

**THE REGIONAL SCHOOL DISTRICT NO. 4  
SUPERVISION DISTRICT COMMITTEE**

**AND**

**THE REGIONAL SCHOOL DISTRICT NO. 4  
ADMINISTRATORS ASSOCIATION**

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

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## **ARTICLE 1**

### **Preamble**

A. Legal Reference. This Agreement is negotiated and to be interpreted and applied under General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and all other conditions of employment provided herein.

B. Communication. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

C. In Case of Conflict the Agreement Supersedes Prior Policies and Rules.

This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement, unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the consultation procedure provided herein. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

## **ARTICLE 2**

### **Recognition**

A. The Chester, Deep River, Essex, Regional School District No. 4 Boards of Education and the Regional School District No. 4 Supervision District Committee (hereinafter referred to collectively as the "Boards" and individually as the "employing Board") hereby recognizes the Regional School District No. 4 Association (the "Association") as the exclusive representative, as defined in Section 10-153b through 10-153f of the Connecticut General Statutes, as amended, for the Administrators' bargaining units for these respective employers.

B. Administrators who are not members or who do not become members in good standing of the Regional School District No. 4 Administrators' Association shall, as a condition of employment, pay to the Association, annually, a sum equal to the annual dues established by vote of the Association less any amount budgeted for expenses other than collective bargaining, contract administration and grievance adjustment. Said sum shall be paid in full by November 1 of each year or by means of payroll deductions.

C. The Association agrees to indemnify and hold harmless the Boards of Education for any and all expense, loss or damage arising from the operation of this article.

## **ARTICLE 3**

### **Professional Negotiation**

A. Negotiation. The Boards and the Association agree to negotiate in good faith, pursuant to Section 10-153b through 10-153f of the General Statutes as

amended, in accordance with the procedure set forth herein, to secure a Successor Agreement relative to all matters concerning salaries, hours and other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Boards and all the members of the unit, and shall be reduced to writing and signed by the Boards and the Association.

B. Sharing Information on Salaries and Conditions of Employment. During negotiations, the Boards and the Association shall exchange relevant data, points of view, and proposals and counter proposals with respect to salaries, hours and any other conditions of employment about which either party wishes to negotiate. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

#### **ARTICLE 4**

##### **Grievance Procedure**

The purpose of the grievance procedure is to contribute to good human relations on the job, to maintain good employee morale, increase productivity and achieve greater efficiency of school operations. It is believed that these objectives can be furthered by providing a means of orderly discussion of grievances.

All administrators represented by the Association shall have the right to appeal any decision made by an administrative officer to the next higher authority and through appropriate successive steps to the employing Board.

A grievance may be presented by the administrator himself or herself, or in company with a representative of his/her own choosing, or by the Association.

The grievance may be settled by informal discussion. However, if it cannot be, procedure is provided to have the grievance reviewed: first by the Superintendent of Schools; and second, by the employing Board.

Grievances submitted in writing should be answered immediately, if possible, and, in no case, shall more than ten (10) days elapse and the employing Board shall receive the complaint at the next regular meeting, if the grievance has not been resolved at a previous review step.

The grievance procedure is not designed to cover all aspects of the work assignment. A grievance shall mean a grievance by an administrator as defined in Article 2 of this Agreement, or by the Association, that there has been to him, or her, or it, a loss or an injury caused by a violation, misinterpretation or misapplication of a specific provision of this Agreement. The grievance shall be in writing and shall state specifically the loss or injury incurred by the complainant and the specific violation, misinterpretation or misapplication of the provisions of this Agreement referred to. A grievance shall not include the subject matter of Section 10-151 of the Connecticut Statutes, as amended.

Grievances shall initially be referred to the Superintendent. The Superintendent shall, within five (5) days after receipt of the grievance, provide the opportunity to meet with the Administrator for the purpose of resolving the grievance. The Superintendent shall, within three (3) days after the meeting, render his/her decision and the reasons therefore in writing to the Administrator, with a copy to the President of the Association.

If the Administrator or the Association is not satisfied with the disposition of the grievance by the Superintendent, the Administrator may within three (3) days after the decision, file the grievance with the employing Board.

The employing Board shall, within twenty (20) days or the next Board meeting, whichever comes sooner, after receipt of the grievance, meet with the Administrator for the purpose of resolving the grievance. If a stenographic record is desired, the party requesting such record shall bear the expense. If both parties wish to have a copy of the stenographic record, the expense shall be split equally. The employing Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the Administrator with a copy to the President of the Association.

If the decision of the employing Board is not satisfactory to the Administrator rendering the then the Administrator may appeal to the executive board of the Association for processing the grievance to arbitration. Upon approval by the executive board of the Association of such appeal, written notice of such decision to appeal to arbitration shall be given to the employing Board.

If the Association is not satisfied with the disposition of the grievance by the employing Board, the Association may request arbitration of the grievance within ten (10) days of the issuance of the employing Board's decision. The Chairman of the employing Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Dispute Resolution Center, Inc. ("ADRC") shall immediately be called upon to select the single arbitrator. The arbitrator selected shall confer promptly with the representatives of the employing Board and the Association, shall review the record of prior hearings and shall hold such further hearings with the aggrieved Administrator and other parties in interest as he/she shall deem requisite. The arbitrator shall, within thirty (30) days after the conclusion of the hearings, 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 costs for the services of the arbitrator shall be borne equally by the employing Board and the Association.

Arbitration conducted by the ADRC shall be in accordance with the ADRC's rules and regulations.

The parties recognize that the Boards are legally charged with the responsibility of operating their respective school systems. The sole responsibility of the arbitrator selected pursuant to the procedure set forth herein shall be to determine whether any term of this agreement has been violated, misapplied or misinterpreted, and the arbitrator shall have no power or authority to make any decision, which violates, modifies, or amends any terms of this Agreement.

The decision of the arbitrator shall be rendered to the employing Board and to the Association and shall be binding upon all parties.

For the purposes of this procedure, "days" shall mean normal working days excluding Saturdays, Sundays, and holidays.

#### Time Limits

1. The time limits specified above may be extended by written agreement of the parties in interest, if the situation warrants.
2. If an Administrator or the Association does not file a grievance within the ten (10) days after the occurrence on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant 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.
4. Failure by the Superintendent or employing Board to render an opinion within the specified time limit shall be deemed as a denial of the grievance.

### **ARTICLE 5**

#### **Vacancies**

The Superintendent of Schools shall post vacancies within each school of the employing Board no later than twenty (20) days after a position becomes available.

Written application should be made by the Administrator wishing a transfer as soon as such vacancy exists at any time of the year.

### **ARTICLE 6**

#### **Academic Freedom**

1. The private and personal life of an administrator is not within the appropriate concern or attention of the Board except as it may interfere with the Administrator's responsibilities to and relationships with students and/or the school system and/or the Board.

2. Administrators will be entitled to full rights of citizenship, and no religious or political activities of any Administrator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Administrator.

### **ARTICLE 7**

#### **Evaluation of Professional Staff**

Any Administrator who is rated needs improvement or unsatisfactory by the Superintendent of Schools, based on evaluation procedures, shall have his or her usual increment raise in accordance with the salary schedule, as herein set forth, eliminated by the Superintendent on behalf of the employing Board. Such action shall not be arbitrary. This increment shall be eliminated during such time as his or her performance remains in need of improvement or unsatisfactory. Upon receiving a satisfactory rating, the Administrator shall

advance to the next step on the salary scale. Notwithstanding the foregoing, no increment shall be withheld without the administrator having first been notified of the deficiency(ies) and given a reasonable opportunity to remedy the same, and is unable or unwilling to do so.

## **ARTICLE 8**

### **Holidays**

Administrators are entitled to the following paid holidays:

New Years Day	Presidents' Day
Martin Luther King Day	Thanksgiving Day & Fri. following.
Good Friday	Christmas Day & either day before or after
Memorial Day	New Years Eve Day
Independence Day	Labor Day
Two floating holidays	

In the event of an emergency requiring a change in the school calendar, the employing Board may require an Administrator to work on one of these days, but the Administrator shall be entitled to a paid day off work on a date agreed to in cooperation with the Superintendent. In the event that school is in session on a listed paid holiday the administrator shall be entitled to a floating holiday to be used on a date mutually agreed to by the administrator and the Superintendent of Schools.

## **ARTICLE 9**

### **Separation of Administrators**

An Administrator who leaves the employ of the employing Board after proper notice shall receive reimbursement for accrued vacation time for the current year.

For purposes of computing severance benefits only, vacation time will be accrued at the rate of two and one-half (2½) days per calendar month or fraction thereof. The rate of reimbursement shall be prorated according to the Administrator's current salary.

An Administrator who does not complete his or her contract period shall be reimbursed as follows, provided that in no event shall an administrator be paid more than his/her annual salary.

1. Compute daily rate by dividing the annual contract salary by 225.
2. Compute the number of days worked plus the number of paid holidays outlined above within the period of employment.
3. An administrator shall give no less than sixty (60) days' written notice prior to the effective date of a resignation.
4. Multiply the number of days entitled to payment (Step 2) by the daily rate (Step 1).

Upon termination of the contract, an administrator shall assume responsibility for the full premium of all insurance benefits.

Nothing herein shall prevent an administrator and his/her employing Board from negotiating an early retirement plan.

**ARTICLE 10**  
**Administrator's Vacation Schedule**

Vacation schedule shall be five (5) weeks or twenty five (25) working days per year. Vacations will be scheduled with the prior approval of the Superintendent. Up to two (2) additional days may be assigned by the Superintendent as needed after consultation with the affected Administrator. Compensation for such days shall be on a per diem basis.

Upon approval of the Superintendent, up to five (5) days of vacation days may be carried over from year to year. Requests of greater than five (5) vacation days for carry over must be approved by the employing Board.

**ARTICLE 11**  
**Administrator's Responsibilities and Duties**

The Administrator's responsibilities are the effective educational management of assigned duties twelve (12) months of the year. It is also the Administrator's responsibility to resolve problems which affect the orderly educational processes relevant to the total school management. It is therefore agreed that the scheduling of Administrator's vacation time necessitates careful planning so as to avoid conflicts regarding personal commitments while, at the same time, provide for the orderly and effective management of the school system. All vacations must be approved by the Superintendent and the Superintendent must be kept continuously informed, by the Administrator, of his or her location if emergency recall from vacation is necessary. For the purpose of uniformity and in order to ensure a proper opening and closing of school, all Administrators will be on duty one week after the close of school and one week before the opening of school.

**ARTICLE 11b**  
**Administrator's Severance Pay**

The employing Board shall grant thirty (30) days severance pay to any administrator who:

1. Is given (a thirty day) notice that his/her contract will be terminated in thirty days from the day of notice; the administrator will continue his/her assignment during the thirty-day period.
2. Is given (a thirty day) notice that his/her contract will be terminated in thirty days from the day of notice; the administrator will not be allowed to continue his/her assignment during the thirty-day period.
3. Is given notice that his/her contract is terminated immediately; the assignment is also terminated immediately.

An Administrator may be dismissed at any time for the reasons under the laws pertaining.



## **ARTICLE 12**

### **Professional Growth**

Administrators shall be expected to grow professionally over the entire period of their service.

a) All Administrators shall be urged by both the Boards and the Administrators' Association to engage in other professional activities approved by the Superintendent.

b) Other Educational Meetings

Administrators may be authorized to attend certain national, state and regional educational meetings, without loss of pay, if approved, in advance.

c) Each Administrator will be granted one thousand dollars (\$1,000) per fiscal year for professional improvements. Monies may be used, subject to the approval of the Superintendent of Schools, to attend local, state and national conferences, workshops, to attend courses or for other relevant activities. All related expenses, such as travel, meals, books or materials are considered appropriate.

d) Up to an additional one thousand dollars (\$1,000) per Administrator may be granted for this purpose at the discretion of the Superintendent.

e) Tuition for up to three (3) courses per year at one-half the cost of a University of Connecticut course shall be reimbursed to an administrator with the approval of the Superintendent.

## **ARTICLE 13**

### **Travel Requests**

ONE DAY TRIP. Requests by Administrators must be submitted to the Superintendent and approved in advance of the trip.

Application forms shall be available in the principal's office and requests shall be filed in duplicate.

OVERNIGHT AND LONGER TRIPS. Application forms shall be submitted in triplicate and approved in advance of the trip. One copy shall be returned to the Administrator and the approved amount shall be shown.

PAYMENT. Reimbursement shall be made on the basis of an approved application form after actual bills or stubs have been attached by the Administrator traveling.

The employing Board shall reimburse all Administrators for travel required in the scope of their employment at the IRS rate per mile, plus tolls and parking.

## **ARTICLE 14**

### **Payroll Procedures and Deductions**

#### **PAYROLL PROCEDURES**

1. Payroll checks may be issued by direct deposit, or by check, as elected

by the administrator, on a twenty-six (26) pay period schedule. Changes to salaries shall commence on the first of July. Pay periods are every other Friday unless the payday falls on a school holiday.

2. Deductions. The following deductions may, after written authorization has been received by the Superintendent of Schools, be made from the Administrator's check:

1. Withholding tax
2. Teacher's retirement
3. Health Insurance
4. Term Insurance
5. Major Medical Payments
6. Tax sheltered annuity
7. Washington National Insurance
8. Credit Union Payments
9. Dues and service fees to the Association.
10. IRC Section 125 medical insurance premium reduction plan.

#### **ARTICLE 14a** **Insurance Coverage - Retired Staff**

Retired administrators shall have the right to participate in the insurance plan provided to active employees at their own expense as provided by the Connecticut General Statutes.

#### **ARTICLE 15** **Sick Leave: Personal Illness**

1. Each professional employee certified by the State Department of Education shall be entitled to a minimum of sick leave with full pay of eighteen (18) school days in each school year.
2. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the same Board of education, or any other board of education within the District #4 area: to wit, Regional #4, Supervision District, and the Chester, Deep River and Essex Boards of Education.
3. Such accumulation of sick leave shall accumulate up to a maximum of two hundred and twenty-five (225) days.
4. After sick leave is exhausted, the individual's per diem rate shall be deducted.
5. Worker's Compensation. An Administrator eligible for worker's compensation by reason of illness or injury other than that which was caused by an assault while in the course of his/her employment may elect to use his/her accumulated sick leave benefits to make up the difference between the compensation payments and his/her normal weekly salary.

6. Upon retirement or death, the Administrator or his/her estate will receive an amount not to exceed two thousand dollars (\$2,000) based on the following:
  - a. To qualify an Administrator must have a minimum of ten (10) years service in the District.
  - b. There shall be no payment for the first 150 days.
  - c. Accumulated sick days above 150 shall be compensated for at the rate of seventy-five dollars (\$75) per day, with a cap of two thousand dollars (\$2,000).
  - d. There is no age requirement involved in this Article.

#### **ARTICLE 16**

##### **Sick Leave Bank**

1. Any Administrator who has exhausted his/her accumulated sick leave shall be granted a maximum of sixty (60) additional days of sick leave upon presentation of reasonable evidence of illness provided he/she agrees in writing:
  - a. to return to the employing school system in subsequent years during which time accrued sick leave shall be deducted, day for day, for each sick leave day granted; or,
  - b. if the administrator does not return to the school system for reasons other than incapacity due to illness or disability, to repay the employing Board for each sick leave day taken in excess of the sick leave days, based on the individual per diem of his or her salary of the year in which such days in excess of the accumulated sick leave days were taken.
2. No administrator may request or be in debt to his or her employing Board for more than sixty (60) days from the Sick Leave Bank at any one time.
3. The provisions of this Article shall not apply to maternity leave which is provided for under the provisions of Article 21.

#### **ARTICLE 17**

##### **Personal Absences**

There shall be a maximum of five (5) days with full pay for personal absences annually, which shall be reported in writing to the Superintendent. Personal leave shall not accrue from year-to-year. Personal absences include, but are not limited to, such considerations as marriage, death, or illness in the immediate family or other comparable circumstances, legal requirements, and religious holidays as more fully set forth hereafter.

A telephone call to the Superintendent will be acceptable in case of an emergency, to be followed in writing no later than three (3) days after the use of such leave to the Superintendent.

Personal absences are more specifically defined as follows:

1. Personal leave may be granted for critical illness or death in the immediate family, illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside.

Immediate family means: spouse, children, or any other member of the same home; father and mother; brothers and sisters; grandfathers and grandmothers; father-in-law and mother-in-law, aunts or uncles, foster parents, foster children, and grandchildren.

2. Personal leave may be granted for a maximum of three (3) days for religious holidays.
3. Personal leave may be approved for legal transactions involving a legal document or court order or appearance, (such as but not limited to deeds, mortgages, divorce, income tax audit).
4. One day personal leave pay may be approved for marriage in the immediate family, including oneself.
5. Personal leave may be granted to any Administrator for the purpose of transporting a family member for medical reasons.

#### **ARTICLE 18**

##### **Jury Duty**

Upon request of the Superintendent, an Administrator called to jury duty shall apply for exemption from jury duty as provided in state statute. An Administrator who is called to jury duty and not excused shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The Administrator shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

#### **ARTICLE 19**

##### **Sabbatical Leaves**

Any Administrator who has completed seven (7) or more years of continuous administrative service by an employing Board may, upon recommendation of the Superintendent, be granted a sabbatical leave of absence with the approval of such Board in accordance with the following terms:

1. One year at half pay for study or travel after seven (7) years.
2. One-half year at full pay for study or travel after seven (7) years.
3. Such leave shall be granted only when the purpose has a direct potential value to the employing Board, as determined by said Board. The application should include a detailed outline of anticipated activities. Upon his/her return, it shall be incumbent on him/her to make a report

to the employing Board and, as called upon, to share whatever has been gained by such leave with the school system and the citizenry.

4. Request for tentative sabbatical leave application must be made in writing to the employing Board by January 1 of the preceding year and final application by April 30th.
5. Not more than one member of the Administration unit shall be granted sabbatical leaves in any one year. If more than one member of the administrative unit employed by the Boards shall apply for leave, substantial weight will be given to the factor of seniority of service. In case it shall be necessary to choose from the faculty of equal prior service, the selection shall be made upon the basis of benefit to the school systems.
6. As a condition to such leave the Administrator shall agree to return to, and to continue in the service of, the employing Board for a period of at least two (2) years after the expiration of the sabbatical leave or repay the salary given to him/her during said sabbatical leave except in the case of disability or death. A demand note, personally endorsed, shall be tied to Sabbatical Leave stating that it will be paid off if an Administrator leaves his/her employment before two (2) years.
7. The salary granted the Administrator on leave shall be based on the salary to which he/she should be entitled if not on leave. From such salary shall be deducted monthly the regular contribution to the pension system (based on the regular year's salary) and the withholding tax (based on actual salary).
8. Administrators on such leave may not receive compensation for work during the school year except by approval of the employing Board.
9. Administrators on such leave shall be considered as in the employ of the employing Board and the time thus spent shall count as regular service salary increases.
10. Cancellation of leave at the Administrator's request after such leave has been granted forfeits the right to re-apply for two (2) years unless such cancellation is due to illness.

## **ARTICLE 20**

### **Professional Leave**

An unspecified number of additional days with full pay, at the discretion of the Superintendent, including visiting days, institutes, organization meetings, conferences, etc., will be allowed by the employing Board.

Days of absence in this article are not cumulative from year to year.

## **ARTICLE 21**

### **Maternity Disability Leave**

#### A. Pregnancy and Childbirth Leave

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 1-156 of the Connecticut General Statutes).
2. Accumulated sick leave shall be available for use during periods of such disability.
3. Disability leave beyond any accumulated sick leave shall be available, without pay, only for such reasonable further period of time as a female administrator is determined by her physician or a physician selected by the employing Board to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy and childbirth on the same terms and conditions as they are applied to other temporary disabilities.
5. Pregnancy and childbirth shall not be the basis for termination of employment or compulsory resignation.

#### B. Childrearing Leave

1. Any Administrator covered by this contract shall be entitled, upon written request to the Superintendent of Schools, to an extended leave without pay for the purpose of childrearing, apart from any period of childbirth disability leave. Such Administrators shall be entitled to such leave for the remainder of any fiscal year, in which the child is born, adopted, or fostered, and if the birth occurs after March 1, for the full following fiscal year, if requested.
2. Childrearing leave shall be subject to the following provisions:
  - a. Administrators requesting leave shall submit not less than sixty (60) days written notice of the anticipated date of ending performance of duties; unless in the case of adoption, sufficient notification was not given the Administrator. In case of prospective adoption, the Administrator shall give reasonable notice of an intent to adopt and of the general time of anticipated adoption.
  - b. All insurance and other benefits, including payments to the State Teachers' Retirement System, shall continue in effect, upon payment by the administrator of any premiums or membership costs. This provision shall involve no additional expense to the employing Board.

- c. Administrators intending to return at the commencement of the school year shall notify the Superintendent of their intention in writing no later than March 1 of the preceding school year. Failure to provide such written notification shall be considered a resignation of employment, provided that this provision shall not apply to leaves of less than one year, that the letter granting the leave shall include reference to this requirement and that between January 1 and February 1 the Superintendent shall send the Administrator and the Association written notification of this requirement. The administrator shall be returned, as nearly as possible, to the position which said administrator held when the administrator left or to another administrative position of comparable status and pay. The administrator's years of service in the school contract status and accumulated sick leave will be the same when the administrator returns to the position as it was when he or she left the position.
3. The Superintendent may designate leave granted under this Article as leave granted pursuant to the Family and Medical Leave Act.

## **ARTICLE 22**

### **Leave - Negotiation - Grievance**

If mediation and/or arbitration meetings between the Boards and the Association are scheduled during normal working hours of a school day, when such meetings are scheduled by the Boards or the meeting time is not under the control of the Association or the Administrator involved, representatives of the Association shall be relieved from all regular duties without loss of pay for only such time as is necessary, in order to permit their attendance at actual meetings. When it is necessary, pursuant to the Grievance Procedure in Article 4 of this agreement for a School Representative, member of the Association or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he or she shall, upon notice to the Superintendent by the President of the Association, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities, but this privilege shall be limited to one Association Representative per grievance per day. Any witness-Administrator whose appearance in such investigations, meetings or hearings is necessary shall be accorded the same right.

## **ARTICLE 23**

### **Association Leave**

A leave of absence shall be granted without pay upon application of an Administrator for a period not to exceed two (2) school years for the purpose of serving as an officer of a State or National Administrators' Association. An Administrator who intends to return from such leave at the commencement of the school year shall notify the Superintendent of her/his intention in writing no later than March 1 of the preceding school year.

Failure to provide such written notification shall be considered a resignation of employment, provided that this provision shall not apply to leaves of less than one year, that the letter granting the leave shall include reference to this requirement and that between January 1 and February 1 the Superintendent shall send the administrator and the Association written notification of this requirement.

#### **ARTICLE 24**

##### **Leaves of Absence For An Extended Period**

The employing Board may permit an Administrator to take a leave of absence not in excess of one (1) year in length for rest, restoration of health, study or the alleviation of hardship involving themselves or their immediate families.

Any Administrator granted such a leave shall receive no compensation or benefits during that period. The Administrator shall receive health insurance benefits to the extent required under the FMLA. An administrator may also maintain health insurance benefits at his/her own expense.

The Administrator shall be returned, as nearly as possible, to the position which he or she left. The Administrator's year in service in the school, contract status and accumulated sick leave will be the same when the administrator returns to the position as it was when he or she left the position.

The Superintendent may designate leave granted under this Article as leave granted pursuant to the Family and Medical Leave Act.

#### **ARTICLE 25**

##### **Exchange Programs**

The Boards recognize that Administrative Exchange Programs provide an excellent means of bringing cultural exchange and understanding, and encourages the various schools operated by the Boards to participate in an Exchange Program, provided that the participation will assist in providing the best possible education at the schools.

Administrators who wish to participate must be on tenure and must make written request to the employing Board.

Administrators participating in this program shall receive credit on salary schedule.

Approval may be granted by the employing Board upon recommendation of the Superintendent, and upon finding an acceptable exchange replacement administrator. The provisions of this article shall not be subject to the grievance and arbitration provisions of the Agreement.



**ARTICLE 26**  
**Use Of School Facilities**

**RIGHT TO USE SCHOOL BUILDINGS**

The Association will have the right to use school buildings without cost to the Boards at reasonable times for meetings, provided, however that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Principal of the building in question will be notified in advance of the time and place of all such meetings.

**ARTICLE 27**  
**Staff Salaries**

The salaries of all Administrators covered by this Agreement are set forth in the Appendices which are attached hereto and made a part of the Agreement.

Effective July 1, 2017, the salary schedules shall increase by 2.9%. There shall also be step movement for all those eligible to move on the schedule.

Effective July 1, 2018, the salary schedules shall increase by 2.8%. There shall also be step movement for all those eligible to move on the schedule.

Effective July 1, 2019, the salary schedules shall increase by 2.75 %. There shall also be step movement for all those eligible to move on the schedule.

**ARTICLE 28**  
**Pay Period**

If a pay period comes during a holiday or vacation, Administrators shall be paid on the school day immediately preceding the holiday or vacation.

**ARTICLE 29**  
**Board Policies**

The Boards shall provide each administrator with the complete text of this Agreement. Copies of the Board Policies will be made available to all the Administrators.

**ARTICLE 30**  
**Amendment**

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

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

This Agreement may not be modified in whole or in part by the parties

except by an instrument in writing duly authorized and executed by both parties.

### **ARTICLE 31**

#### **Duration**

The provisions of the Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2020.

### **ARTICLE 32**

#### **Reduction in Force/Involuntary Transfer**

- A. In the event an administrator is displaced by the employing Board to an administrative position with a salary schedule lower than that which the displaced administrator would have enjoyed, such administrator's annual salary shall not be reduced more than one thousand dollars (\$1,000) per year until the appropriate level on such salary schedule for the new position is reached.
- B. In the event an administrator is displaced by the employing Board to a teaching position, then, the displaced administrator shall be paid a Separation Allowance. This Separation Allowance will be paid in ten (10) equal installments annually, each commencing on September first of the first school year of displacement and computed annually as the difference between (a) the salary the displaced administrator would have received as an administrator during the first year of displacement, but for displacement from his/her administrative employment, and (b) the actual annual teaching salary of the displaced administrator. The payment of the Separation Allowance shall continue for a period of no greater than two (2) years from the date of displacement.
- C. Paragraphs A and B above shall also be applicable to administrators who may be involuntarily transferred by the employing Board.

### **ARTICLE 33**

#### **Protection of Administrators**

- A. Administrators shall report immediately in writing to the central office all cases of assault suffered by them in connection with their employment. Such report shall be forwarded through the Superintendent to the employing Board.
- B. If criminal proceedings related to their employment are brought against an Administrator, the Board shall reimburse the Administrator for all costs and expenses related to his or her defense, including a reasonable attorney's fee, if the charges are nullified or dismissed, or if the administrator is acquitted.
- C. 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 or her employment, the Administrator shall be paid full salary for the period of such absence, without having such absence charged to his

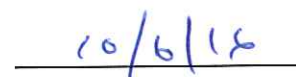
or her annual accumulated sick leave, personal leave or vacation. Any amount of salary payable pursuant to this section shall be reduced by the amount of Workers' Compensation award for temporary disability due to the assault injury for the period for which such salary is paid. The employing Board shall have the right to have the administrator examined by a physician designated by the employing Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his or her duties.

**SIGNATURE BLOCK**  
**Administrators' Contract**

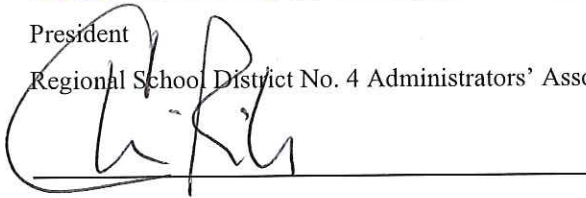
IN WITNESS WHEREOF, the parties hereunto have caused those present to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto, as of the date and year first written.



President  
Regional School District No. 4 Administrators' Association



Date



Date

Chairperson, R4 Supervision District Committee



Chairperson, Chester Board of Education



Date



Chairperson, Deep River Board of Education



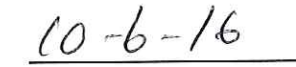
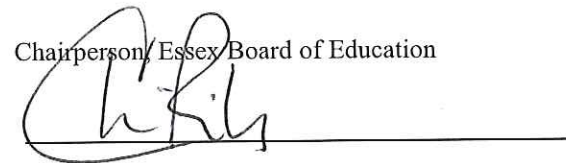
Date



Chairperson, Essex Board of Education



Date



Date

Chairperson, Regional 4 Board of Education

## APPENDIX A

### REGIONAL SCHOOL DISTRICT NO. 4 (Chester, Deep River, Essex, Supervision District) Administrators' Salary Agreement

#### 2017-18

Step	HS Principal	Director P.S.	MS Principal	Elem Principal	Assoc Prin Supv of Pupil Svcs	Assoc Prin 10 mos.
1	136,806	132,775	131,038	128,078	122,136	103,419
2	143,520	139,205	137,465	134,358	128,112	106,875
3	150,575	145,955	144,221	140,946	134,388	113,793

#### 2018-19

Step	HS Principal	Director P.S.	MS Principal	Elem Principal	Assoc Prin Supv of Pupil Svcs	Assoc Prin 10 mos.
1	140,637	136,493	134,707	131,664	125,556	106,315
2	147,539	143,103	141,314	138,120	131,699	109,868
3	154,791	150,042	148,259	144,892	138,151	116,979

#### 2019-20

Step	HS Principal	Director P.S.	MS Principal	Elem Principal	Assoc Prin Supv of Pupil Svcs	Assoc Prin 10 mos.
1	144,505	140,247	138,411	135,285	129,009	109,239
2	151,596	147,038	145,200	141,918	135,321	112,889
3	159,048	154,168	152,336	148,877	141,950	120,196

Doctoral stipend: two thousand dollars (\$2,000) per year.

## **APPENDIX B**

### **TAX SHELTERED ANNUITY Administrators**

Additional salary amounts as tax sheltered annuities in the following amounts shall be paid to eligible administrators for each of the following consecutive years of administrative experience with their employing Board:

<u>Years of Administrative Experience</u>	<u>Annuity Payment</u>
After 3 years of completed service	\$ 4,000.00

Each employing Board will pay the additional sums listed above, as to which amount the administrator will then arrange pursuant to a salary reduction agreement to have contributed as an elective deferral in accordance with Section 403(b) of the Internal Revenue Code toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his/her choice.

**APPENDIX C**  
**INSURANCE BENEFITS**  
**Administrators**

The Boards agree to pay the amounts set forth in this section for individual, two-person or family coverage under one of the two health insurance options set forth below, and for the dental insurance described below. The administrator may choose either the PPO Plan or the HSA Plan.

The Board reserves the right to provide the coverage above through alternative carriers, provided the benefits of the plan considered as a whole are substantially equivalent. The term "substantially equivalent" means substantial equivalent benefits to members of the bargaining unit. The Association will be consulted regarding any proposed insurance carrier change. Any dispute regarding "substantial equivalency" under this paragraph shall be resolved through the grievance procedure at the arbitration level, prior to the implementation of any such change. The Boards shall make every reasonable attempt to keep insurance benefits with other professional employees of the Boards.

**A. Century Preferred PPO Plan**

For the 2017-2018, 2018-2019, and 2019-2020 plan years, the Administrators shall have the option of electing to participate in the Century Preferred PPO plan offered by the Board. For Administrators electing to participate in the Century Preferred PPO plan, the Board will contribute the total amount (including its contribution to the deductible) that it would otherwise have paid on behalf of the employee if he/she participated in the HSA plan, including the Board's contribution to the deductible, and the employee shall pay the remaining plan cost. The Century Preferred PPO plan shall include the following components:

Office Visit Co-payment	\$25 (\$0 for preventive)
Specialist Co-payment	\$30
Urgent Care Co-payment	\$75
Emergency Room Co-payment	\$125
Hospitalization Co-payment	\$250
Outpatient Co-payment	\$250
<i>Prescription Coverage:</i>	
Retail	\$5/25/40 (for 30-day supply) (Public Sector Option 2)
Mail Order	2x retail co-payment for 90-day supply
Annual Maximum	\$2,000
Out of Network Deductible	\$250/500/750
Out of Network Coinsurance	80% co-insurance after deductible, subject to co-insurance maximum
Out of Network Coinsurance Maximum	\$700/1400/2100
Out of Network Out of Pocket Maximum	\$950/1900/2850

Out of Network Lifetime Maximum	\$1,000,000
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The Century Preferred PPO Plan will include the unmarried dependent child rider to age 26.

#### B. HSA Plan

The Boards shall provide a HSA plan, or a high deductible health care plan with a health savings account feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	100% co-insurance after deductible, subject to co-insurance maximum	80% co-insurance after deductible, subject to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$2,000/4,000	
Cost Share Maximum (individual/aggregate family)	\$4,000/8,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable 100% Coinsurance	80% co-insurance after deductible, subject to co-insurance maximum
Prescription Drug Coverage	Treated as any other medical expense	

The employing Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The employing Board's contribution toward the HSA deductible will be deposited into the HSA accounts in July each year, on the employing Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) 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 employing Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The following premium cost sharing provisions shall apply to administrators:

Effective July1, 2017, the employing Board agrees to pay 82%, and the administrators agree to pay 18% of the cost of coverage under the HSA plan. Effective July 1, 2018, the employing Board agrees to pay 81%, and the administrators agree to pay 19% of the cost of the coverage under the HSA plan. Effective July 1, 2019, the employing Board agrees to pay 80%, and the administrators agree to pay 20% of the cost of coverage under the HSA plan.



Wellness Incentive: The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professional can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the Administrator and the Administrator's spouse (if applicable) complete one preventive physical examination during the term of the Administrator's contract, the Board will make a one-time contribution in the Administrators' HSA, in the amount of three percent (3%) of the applicable deductible under the HSA plan. For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional three percent (3%) HSA contributions on or about July 1st following completion of the calendar year during which the physical exams are completed.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 11-148) 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 schedule to take effect in 2020. Should any federal status or regulation pertaining to IRC §480I be mandated to take effect during the term of this Agreement, 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 in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Appendix A of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-tem negotiations.

#### C. Dental Insurance

The Boards shall make available the Full Dental Plan with Rider A (Advanced Basic Benefits), attached hereto as Appendix A, subject to the employee contribution rates applicable to the HSA plan.

#### D. Section 125 Plan

The Boards will make available to the administrators a Section 125 Plan for payment of the following qualified expenses on a pre-tax basis, to the extent permitted by law:

- a. Insurance premium contribution;
- b. Dependent care assistance (\$5,000 maximum); and
- c. Supplemental medical expense reimbursement (\$2500 maximum).

#### E. Retiree Medical

Any administrator and/or administrator's spouse eligible to participate in health insurance coverage through the employing Board following the administrator's retirement under the provisions of the Teachers' Retirement Act shall, effective upon the date of such eligibility, participate in the employing Board's Medicare supplement insurance policy if the retired administrator or spouse become eligible for Medicare.

F. Life Insurance

The Boards shall make available life insurance in the amount of two times an administrator's salary, with the employing Board contributing ninety-five percent (95%) of the costs, and the administrator contributing five percent (5%). Administrators may elect to waive this provision and have the Board's contribution for life insurance apply to a whole life or annuity policy as designated by the Administrator in writing on an annual basis.