

MASTER AGREEMENT
BETWEEN
REGIONAL SCHOOL DISTRICT #19
BOARD OF EDUCATION
AND
REGIONAL SCHOOL DISTRICT #19
ADMINISTRATORS ASSOCIATION

JULY 1, 2019 - JUNE 30, 2022

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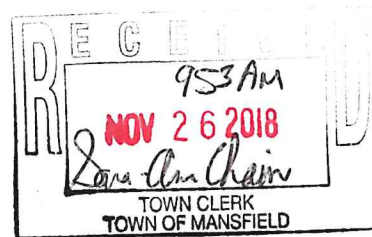


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PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE 6th day of November, 2018 by and between the Regional School District #19 Board of Education (hereinafter referred to as the "Board") and the Regional School District #19 Administrators Association (hereinafter referred to as the "Association") or by the same employee organization under any other name it might subsequently choose.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children at the Edwin O. Smith High School is their primary mutual aim and responsibility, and the character of such education depends predominantly upon the quality and morale of the professional staff, and

WHEREAS, both parties recognize the importance of responsible participation by the entire professional staff and the Board of Education in the educational process and growth of the Regional District, and to this end agree to maintain communication which will aid the District in reaching its goals,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for a bargaining unit including all certified professional employees of the Board of Education employed in positions requiring possession of an administrator or supervisor certificate, or the equivalent, provided that an employee possessing such certificate performs administrative or supervisory duties at least fifty percent (50%) of the assigned time, and other employees excluded under the provisions of the Teacher Negotiation Act, Conn. Gen. Stat. 10-153a et seq. The Association accepts such recognition and agrees to represent all administrators equally.
- B. The term "Administrator" when used hereinafter shall refer to all professional employees as described in paragraph A in this Article who are represented by the Association.
- C. The Board agrees to provide each Administrator with a complete text of this Agreement and any successor agreement.

ARTICLE II
TEACHING ASSIGNMENTS

- A. It is understood that Department Directors, like other Administrators, shall have the ability to teach classes. Any Department Directors, at the discretion of the Superintendent, can have an instructional load of not more than two (2) classes or 2.25 credits each year.
- B. If a Department Director is relieved of his/her duties because of a reduction of staff and/or an elimination of position, he/she will be considered a displaced administrator and shall be offered the opportunity to revert back to a teaching position in Region #19. The displaced administrator shall have their seniority in the Teachers Association, for purposes of reduction in force and any seniority-based benefits, based on the amount of total teaching experience within the Region #19 school system to the extent consistent with the provisions of the E.O. Smith High School Teachers Association Collective Bargaining Agreement then in effect. Any displaced Department Director returned to a teaching position shall retain all accumulated sick leave up to the maximum described in the E.O. Smith High School Teachers Association Collective Bargaining Agreement then in effect.

ARTICLE III
LEAVE PROVISIONS

A. Sick Leave

Each Administrator shall receive a leave of absence for bona fide illness of up to eighteen (18) school days each year. Unused sick leave may be accumulated up to a maximum of 225 days. Each Administrator shall be notified of his/her accumulated sick leave by October 1st of each school year. No sick leave will accumulate while an Administrator is on a leave of absence without pay. The Superintendent may require a doctor's certificate in cases of suspected sick leave abuse. Up to three (3) sick leave days each year may be used for illness in the immediate family (as defined in paragraph C). In case of catastrophic illness or injury, additional sick leave may be approved by the Superintendent and/or Board of Education if an Administrator has exhausted his/her accumulated sick leave.

Any Administrator who takes an unpaid leave under the FMLA because of serious health condition must substitute any accumulated paid sick leave for unpaid FMLA leave. Any used paid sick leave which qualifies as FMLA leave will count against the twelve (12) weeks of annual FMLA leave to which the employee is entitled.

Any Administrator who takes an unpaid leave under the FMLA in order to care for a spouse, child, or parent must substitute any accumulated sick leave which would be granted for an illness in the immediate family under this section. Any paid sick leave used for an illness in the immediate family which qualifies as FMLA leave will count against the twelve (12) weeks of annual FMLA leave to which the Administrator is entitled.

B. Personal Leave

Each Administrator will be entitled to three (3) days annually of paid leave of absence for personal business which cannot be conducted outside of school hours and which necessitates an absence beyond the Administrator's control. Except in emergencies, requests for such leave must be made in writing and at least 48 hours in advance to the Superintendent. Reasons for personal leave may include:

1. court appearance in response to a subpoena;
2. real estate closing;
3. wedding of employee or member of the immediate family;
4. graduation of employee or member of the immediate family;
5. religious holy days (if all three (3) personal leave days are exhausted under this subsection, the Superintendent will grant one (1) additional leave day for one of the other reasons listed in the subparagraph);
6. personal business of a sensitive nature

C. Bereavement Leave

The Superintendent shall grant up to five (5) days annually of special leave with pay to enable an Administrator to attend a funeral as a result of the death in the immediate family.

"Immediate family" for the purpose of this article is defined as parent, grandparent, spouse, civil union partner, sibling, child, or grandchild. In cases of suspected abuse, the Superintendent may request verification of the date of death and the relationship of the deceased. Additional leave may be granted by the Superintendent in his sole discretion.

D. Childbearing Leave

Absences related to disability as a result of pregnancy, childbirth, and related conditions shall be treated as any other physical disability. Such absences shall be with pay to the extent of accrued sick leave. Leave without pay beyond any accrued sick leave shall be available for such reasonable further period of time as a female Administrator is determined by a physician to be unable to perform the duties of her job because of pregnancy or conditions attendant thereto, such period normally not to exceed twelve (12) weeks. Any paid or unpaid leave under this provision shall be counted against any FMLA leave.

Administrators may continue to participate in all Board group health insurance plans at the level of premium contribution required in the Agreement for the duration of any paid leave or FMLA unpaid leave. The Board may recover, at the level of premium contribution required in the contract, premiums it paid for maintaining group health plan coverage during any period of unpaid FMLA leave if the Administrator fails to return to work after his/her FMLA leave

entitlement is expired, unless the reason the Administrator does not return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the Administrator to FMLA leave, or (2) other circumstances beyond the control of the Administrator. An Administrator whose FMLA leave has expired may continue to participate in Board group health insurance plans provided he/she pays all of the premium costs.

E. Childrearing Leave

The Board of Education, in its discretion, may grant a leave of absence without pay for childrearing purposes for a period of up to the balance of the semester in which the child was born or adopted and one additional full semester. Such leave shall be in addition to any period of childbearing leave, but shall be counted against any FMLA leave. For the purposes of this leave provision, July and August shall be considered as part of the first semester of the school year.

Administrators may continue to participate in Board group health insurance plans at the level of premium contribution as required under this Agreement only for the duration of FMLA leave. When FMLA leave has expired, Administrators may continue to participate in Board group health insurance plans provided that they pay all of the premium costs.

F. Professional Leave

The Board of Education, in its discretion, may grant leave with pay for activities including participation in professional meetings, conferences and conventions, or visiting other schools, when such activities are expected to result in the improvement of the quality of education in the E.O. Smith High School. Professional days for these purposes will be granted only upon approval of the Superintendent. The Board may pay reasonable expenses approved in advance for conferences, conventions and professional meetings, depending on yearly budgeted funds.

G. Sabbatical Leave

1. The Board of Education in its sole discretion may grant sabbatical leaves for study, research, educational travel, examination of other schools' programs or curriculum, curriculum development, scholarly writing, or other educationally or professionally beneficial activity. Administrators will be eligible for an initial sabbatical leave at 1/2 pay for either one semester or one full school year after seven (7) consecutive full school years of active service. A second or subsequent sabbatical leave may be granted after each seven (7) year period of continuous service at Edwin O. Smith High School. Administrators may continue to participate in Board group health insurance plans by paying the employee cost share of such health insurance as described in the provisions of this Agreement addressing health insurance.
2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required, not later than February 1, if the leave is to commence the following September, or June 1, if the leave is to commence the following February. These deadlines may be waived at the discretion of the Superintendent/Board, when

fellowships, grants, scholarships, etc. are awarded later in the year, which would make such deadlines unreasonable.

4. No benefits shall be provided to Administrators on sabbatical leave beyond those stated in this section.
5. The granting of sabbatical leave shall be predicated upon available funding and whether the Board can find a qualified "long-term substitute" for the duration of the sabbatical leave without compromising the operation/administration of the school.
6. Administrators are obligated to perform a minimum of one full year of service to the school district following sabbatical leave. Failure to comply with this provision, except in the case of death of the Administrator, shall obligate the Administrator to refund salary received during the period of the sabbatical. In extenuating circumstances, the Board may, in its discretion, consider releasing the Administrator from his/her obligations under this provision.

H. General Leave

The Board of Education in its sole discretion may consider requests for other leaves of absence with or without pay. The Board's decision on a request submitted under this provision shall be final, and not subject to the grievance arbitration provisions of this Agreement. An Administrator on general leave without pay will have the option of participating in all group health plans, provided that the Administrator pays the full premium cost of such plans. No other benefits shall accrue or be available during general leave.

I. FMLA Leave

Any "eligible employee," as defined under the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 *et seq.*, is entitled to twelve (12) weeks unpaid leave during a twelve-month period. A twelve-month period is equivalent to one contract year, July 1 through June 30.

Administrators must comply with all notice provisions of the FMLA in order to qualify for such leave.

J. Adoption Leave

Administrators may use up to six (6) weeks of accumulated and continuous paid sick leave for the adoption of a child where there has been no previous domicile and/or association with the child. Administrators requesting such continuous paid leave shall submit written notice to the Superintendent of the anticipated commencement date of such leave and the anticipated return date.

K. Leave for Work-Related Injury

The Board of Education guarantees Administrators no loss of pay for injuries for which they can establish eligibility for Workers' Compensation for as long as such eligibility exists, but in no case for more than one calendar year from the date of injury. The Administrator's sick leave will be used on a pro-rata basis to compensate for the difference between normal salary and that received through Workers' Compensation.

L. Sick Leave Bank

1. Sick Leave Bank (the "Bank") shall be established and administered by the Board. The purpose of such Bank shall be to assist Administrators who suffer prolonged illness and whose sick leave accumulation has been exhausted.
2. Each Administrator will continue to be granted eighteen (18) sick days annually. These days are not available for contribution to the Bank.
3. In the 2019-20 school year, each Administrator can opt to contribute up to ten (10) accumulated paid sick days to the Bank in order to initially fund the Bank. The contribution, if any, must be made during the month of June 2019. Each year thereafter each Administrator may annually contribute up to four (4) days of his/her accumulated sick days to the Bank during the month of June. Participation is optional; however, an Administrator must contribute at least two (2) days per year to the Bank to qualify for use of days from the Bank. Should there be insufficient days to cover the granting of an Administrator's request, a new contribution period will be announced. Unused days in the Bank will be retained from year to year.
4. The number of days contributed to and accumulated in the Bank may not exceed 225 days in a year at any given time.
5. The Bank shall be administered by a committee of two (2) representatives selected by the Superintendent and two (2) selected by the Association. This committee shall consider the eligibility of Administrators to draw from the Bank. An Administrator's qualification for and use of the Bank shall be decided by a majority vote of the entire committee (3 in favor).
6. The following criteria shall be used and considered by the Sick Leave Bank Committee in determining the eligibility of an Administrator to draw from the Bank and determining the amount of leave:
 - a) An Administrator must have exhausted all accumulated paid sick leave.
 - b) An Administrator must submit competent, detailed and timely evidence that a request is necessary due to a prolonged illness from a health care provider as defined by the FMLA.

- c) The Administrator's prior utilization of sick leave.
- d) Upon compliance with section b) above, the Sick Leave Bank Committee may grant up to forty-five (45) days of paid sick leave from the Sick Leave Bank.
- e) An Administrator can reapply using the same process if the forty-five (45) day allotment is exhausted and the Administrator is required to remain out of work.
- f) Decisions of the Sick Leave Bank Committee shall be final and binding and not be subject to the grievance procedure or arbitration.

ARTICLE IV

WORK YEAR AND SALARIES

- A. The work year for Principal, Assistant Principals and Special Services Director shall be two hundred sixty (260) days. The work year for Athletic Director shall be two-hundred and five (205) days. The work year for the Director of School Counseling shall be two-hundred and twenty (220) days. The work year for the Department Directors shall be one hundred and ninety-seven (197) days. Any Administrator employed beyond the contracted days shall be paid at the per diem rate of the Administrator's appropriate step on the salary schedule.
- B. Department Directors, within and as a part of the one hundred and ninety-seven (197) work days, will be allowed three (3) flex days as defined outside of the teacher contract. Flex days are defined as work days that may be used on weekends, holidays or snow days.
- C. The Board agrees to provide for payroll deductions to the Northeast Family Federal Credit Union, the Connecticut State Employees Credit Union, Inc. and any other institutions willing to participate in such an arrangement, both presently and in the future. Each Administrator may elect direct, electronic deposit to the financial institution of his/her choice. The receiving financial institution must have the capability to process electronic transmissions in order for an employee to utilize direct deposit. The Region will make every attempt to process payroll in a timely manner so that it is received by the particular financial institution on a consistent day. However, the Region shall be held harmless in the event that the financial institution fails to credit the employee's account in a timely fashion.
- D. The Board agrees to provide for payroll deductions for annuities or other retirement programs as needed.
- E. Administrators shall be paid on a twelve (12) month basis with 26 equal payments to be issued by check to be issued every other Wednesday throughout the year. Payments shall be made based on the salaries described in the Appendices to this Agreement.
- F. Any Administrator hired on or before January 1, 2015 shall be paid an additional \$2,500 annual stipend for an earned doctorate degree.

- G. Directors hired on or before January 1, 2015 shall maintain the \$1,250 annual longevity payments that they received under the E.O. Smith High School Teachers Association Collective Bargaining Agreement.
- H. The Board reserves the right for the Superintendent to exercise appropriate discretion concerning the wages paid to a newly hired Administrator, taking into account the individual's prior Administrative experience or "other" relevant experience which, in the Superintendent's judgment, will contribute to the Regional School District. In such case, the Superintendent has the discretion to start a newly hired Administrator at anywhere between ninety percent (90%) and the full stated salary described in the Appendices to this Agreement, with the second year salary being anywhere between the starting salary and the full stated salary and the third year being at the full stated salary.

ARTICLE V **VACATION**

- A. The Principal, Assistant Principal and the Special Services Director shall receive twenty-five (25) vacation days per year that may be taken only with the advance approval of the Superintendent. Unused days for the current school year, not to exceed forty-eight (48) days, may be carried over into the following school year.
- B. Upon retirement, or departure other than for reasonable and/or just cause where such retirement or departure does not occur during the school year, an Administrator shall receive a full days pay for each unused vacation day, up to a maximum of twenty-five (25) days.

ARTICLE VI **HOLIDAYS**

The Principal, Assistant Principal and the Special Services Director shall be entitled to the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
New Year's Eve

The above holidays shall be celebrated on the day declared by the federal or state governments, or in lieu thereof, by the Board of Education, as the official day of celebration and only when school is not in session.

ARTICLE VII
INSURANCE BENEFITS

A. Each full-time bargaining unit member and eligible dependents may enroll in a High Deductible Health Plan with a Health Savings Account (HSA) with annual deductibles of \$2,000 for single coverage and \$4,000 for two or more person family coverage. After meeting the annual deductible, there shall be an Rx co-pay of \$0 for generic drugs, \$15 for listed brand name drugs and \$30 for non-listed brand name drugs. The annual maximum shall be \$1,000 for single and \$2,000 for two-person family coverage.

In January 2020, the Board shall contribute to the employee's HSA account an amount equal to 50% of the deductible in equal amounts on a biannual basis.

In January 2021, the Board shall contribute to the employee's HSA account an amount equal to 50% of the deductible in equal amounts on a biannual basis.

In January 2022, the Board shall contribute to the employee's HSA account an amount equal to 50% of the deductible in equal amounts on a biannual basis.

The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying 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 plan for retirees or other individuals upon their separation from employment. The Board will be responsible for choosing the bank for opening the HSA and for any bank fees associated with opening the HSA account. The Board will make provisions for a before tax direct deposit payroll deduction for employees who choose to use this feature

As of January 1, 2019, after meeting the annual deductible, there shall be an Rx co-pay of \$0 for generic drugs, \$15 for listed brand name drugs and \$30 for non-listed brand name drugs. The annual maximum shall be \$1,000 for single and \$2,000 for two-person family coverage.

An HRA shall be made available for any employee who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.

B. Employee premium payments for the health and dental insurance described above shall be allocated as follows:

High Deductible Health Plan Premium Contribution:

	<u>Board Payment</u>	<u>Administrator Payment</u>
Effective July 1, 2019	80%	20%
Effective July 1, 2020	79%	21%
Effective July 1, 2021	79%	21%

The above-identified percentages are applicable to all three categories of insurance coverage (individual, employee plus dependent, and family).

The Board will notify the Association of any premium increases on an annual basis by September 1.

The Board shall provide a Section 125 pretax salary deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the Administrators' share of health insurance premiums, allowable medical expenses, and dependent care pursuant to IRS regulations for those Administrators who complete and sign the appropriate salary deduction form as provided by the Board. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change of law reduces or eliminates the tax-exempt status of the Administrator's insurance premium contributions. Neither the Association nor any Administrator covered by this Agreement shall make any claim or demand, nor maintain any action against the Board, or any of its members or agents for taxes, penalties, interest, or other costs or loss arising from the use of the salary deduction form, or from any change in law that may reduce or eliminate the tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

- C. The Board will provide a general liability insurance policy to indemnify Administrators for errors and omissions in the course of their employment.
- D. The Board shall provide, without cost, for each full time Association member a term life insurance policy equal to twice (2x) their annual salary at no cost to the Administrator.
- E. The Board agrees to offer each Administrator the option of participating in an Income Protection Plan commencing on day one hundred eighty (180) of continuous disability, consisting of a benefit of 66 2/3% of the Administrator's salary, \$8,500 monthly maximum. The cost of participation shall be borne by the individual Administrator.
- F. Retiring Administrators may elect to continue health insurance benefits provided by the Board of Education, which benefits may change from time to time through negotiations with the Association. The retired Administrator electing to continue such benefits shall pay to the Board the full cost of the insurance on a monthly basis at the group rate and according to state or federal laws and subject to any restrictions set by the insurance carrier.
- G. The insurance plans described in this article shall be subject to and governed by the plan administered by Anthem Blue Cross and Blue Shield of Connecticut, a copy of the plan description is available in the Superintendent's office.
- H. The Board reserves the right to change insurance carriers, provided that benefits are substantially similar to the benefits provided herein. The Board will meet and confer with the

Association regarding any contemplated changes in order to effect the best possible communication and planning. The proposed change will be presented to the Association for a minimum of thirty (30) days. If the Association does not agree that the proposed plan is substantially similar to the current plan, the proposed change will be submitted to arbitration before an arbitrator knowledgeable regarding health insurance plans and no change will take place until the parties have received the award in such a case.

ARTICLE VIII **BOARD PREROGATIVES**

Except as specifically abridged or modified by the language of this agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Region in all its aspects, including but not limited to the following: to employ, assign and transfer Administrators, those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to create and eliminate positions; to suspend or to dismiss the employees of the schools in the manner provided by statutes; to prepare and submit budgets to the regional district and in its sole discretion, to expend monies appropriated by the district; to make such transfers of funds within the appropriated budget as it shall deem desirable; to establish or continue policies, practices, and procedures for the conduct of school business and from time to time, to change or abolish such policies, practices and procedures; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform the school's operations; to establish contracts or subcontracts for school operations; and to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school district; to ensure that incidental duties connected to school operations, whether enumerated in job descriptions or not, shall be performed by employees; and to create job descriptions and revise existing job descriptions as deemed necessary.

ARTICLE IX **GENERAL**

- A. No written reprimand or suspension notice 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 an Administrator is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness only of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. No Administrator shall be suspended, demoted or disciplined without reasonable and just cause and without receiving a statement of the reasons in writing, and an opportunity to meet with the Superintendent in the presence of an Association representative.
- C. Each Administrator shall be evaluated on an annual basis by the Superintendent in accordance with state law and the policies of the Board of Education. Prior to filing the formal evaluation document with the Board of Education, the Superintendent shall hold an informal meeting with the Administrator at which time the reasons for particular ratings and suggestions for

improvement shall be given. The Administrator may attach an addendum to any evaluation document filed. Such evaluation and addendum, if any, shall be kept in the Administrator's personnel file and shall not be considered public information unless otherwise provided by law. The Board of Education, upon the recommendation of the Superintendent, may withhold all or a portion of an Administrator's annual salary increase, when performance is determined to be unsatisfactory.

- D. The Board shall not provide for the reimbursement for the cost of courses taken for professional development by the Administrator.
- E. If an Administrator has approval by the Superintendent to use his/her automobile to carry out his/her respective job-related duties, the Board shall pay the Board approved rate to cover the additional costs.

ARTICLE X **ANNUITY**

The District shall establish and maintain a 401A Retirement Plan in the name of each Administrator. The Board shall make annual contributions into the fund of \$1,500 a year for each Administrator. It is expected that the Board will make such annual contributions in each successive year, provided that the annual budget allows for such contributions. An Administrator with five (5) consecutive years of service and enrollment in the Plan shall become fully vested. To the extent allowed by law and at no cost to the Board of Education, appropriate deductions to the Teacher Retirement Board shall be made from this contribution.

ARTICLE XI **GRIEVANCE PROCEDURE**

A. Introduction

The purpose of the grievance procedure is to secure, at the lowest possible level, expeditious resolutions of disputes and problems. Accordingly, the Board and the Association agree that during the term of this contract, all grievances as defined below shall be settled in accordance with the provisions of this grievance procedure. However, nothing herein shall be construed to prevent any individual employee from (1) informally discussing a grievance with the Superintendent or (2) processing a grievance in his/her own behalf under this grievance procedure, excluding arbitration.

B. Definitions

1. A "grievance" shall mean (a) a complaint by an Administrator or group of Administrators that there has been a violation, misinterpretation, or misapplication of a specific and explicit provision of this Agreement; (b) a complaint regarding conditions of employment provided that grievances under this subparagraph are not subject to arbitration under this Article. Grievances based on the Preamble of this Agreement shall not be subject to arbitration.

2. "Days" shall mean school days, except during the summer break when days shall mean business days, excluding Saturdays, Sundays and holidays.

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, therefore, be extended only by written agreement of the parties in interest.
2. Any grievance as defined above not presented for disposition through the grievance procedure set forth here and within twenty (20) days of the time when the Administrator knew or reasonably should have known of the event or occurrence giving rise to the grievance shall be deemed waived and not thereafter considered a grievance under this agreement.
3. Failure by the grievant at any level to appeal a grievance to the next level within a specified time limit shall be deemed to be acceptance of the decision rendered at that level, and such decision shall thereafter be binding upon the Administrator and Association. The Board recognizes the importance of responding promptly to grievances at each level. However, failure by the Board or its agents to respond to a grievance within the time limits set forth at any step shall be deemed denial of the grievance, and shall entitle the grievant to proceed immediately to the next step.
4. The written statement of the grievance shall include a statement of facts, the specific contract provision claimed violated or working condition giving rise to the complaint, and the remedy requested.

D. Informal Procedure

If an Administrator feels that he/she may have a grievance, he/she may first discuss the matter with the Superintendent in an effort to resolve the problem informally. The Administrator shall have the right to request that a member of the Association be present during such meeting.

E. Formal Procedure

1. Level One - Superintendent of Schools
 - a. If an Administrator is not satisfied with the disposition of his/her grievance at the informal stage, he/she may, within five (5) days after informally discussing the matter with the Superintendent submit his/her grievance in writing to the Superintendent. No change shall be made in the subject matter of the original grievance, with the understanding that procedural issues may be raised at any level.

- b. The Superintendent shall, within ten (10) days after receipt of the grievance meet with the Administrator for the purpose of resolving the grievance, and hearing relevant information. The Superintendent shall, within ten (10) days after such meeting, render his/her decision and the reasons therefore in writing to the Administrator, with a copy to the Association.

3. Level Two - Board of Education

- a. In the event that a grievance is not resolved at Level One, the Administrator may, within five (5) days after the decision, or within fifteen (15) days after the meeting with the Superintendent, submit the grievance in writing to the Board of Education. No change in the subject matter of the original grievance shall be made, except that procedural issues may be raised at any level.
- b. The Board of Education or its designated committee shall meet with the Administrator for the purpose of hearing the grievance not later than fifteen (15) days after receipt of the grievance.
- c. The Board shall, within fifteen (15) days after such meeting, render its decision and the reasons therefore in writing to the Administrator, with a copy to the Association.

4. Level Three - Arbitration

- a. In the event a grievance is not resolved at Level Two, the Administrator may, within five (5) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board of Education in writing, and by filing a request for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings and conduct them in accordance with its administrative procedures, practices and rules. In no event shall submission to the American Arbitration Association be made later than ten (10) days following the decision of the Board of Education or expiration of the time limit for making such decision, whichever occurs first.
- c. No employee may file for arbitration as an individual and only the Association may file an appeal for arbitration hereunder.
- d. The arbitrator shall have authority only to hear grievances as defined in this article. The arbitrator selected shall hear and decide only one grievance in each case. The arbitrator shall be bound by and must comply with all other terms of this Agreement. The Arbitrator shall not have the power to add to, delete from, or modify in any way any of the provisions from this Agreement.

- e. The arbitrator shall render his/her findings of fact, reasoning and conclusions on the issues submitted, and the decision of the arbitrator shall be binding upon the parties. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.
- f. No disposition of any grievance at any level shall be contrary to the provisions of this agreement or applicable law.

F. Rights of Administrators to Representation

- 1. Any grievant may be represented at any level of the procedure by another Administrator of his/her own choosing. When an Administrator is not represented by the Association, the Association will promptly be notified and have the right to be present and to state its views at all stages of the procedure. The Association agrees to represent all Administrators equally without regard to membership or participation in or association with, the activities of the Association or any other employee organization.
- 2. Either the Association or the Board may call upon the professional services and assistance of their choosing, for consultation and assistance at any stage of the procedure.

G. Miscellaneous

- 1. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and the Superintendent and made available through the Association so as to facilitate the operation of grievance procedure.
- 3. No reprisals shall be taken by either party or any member of the administration against any participant in the grievance procedure by reason of such participation.
- 4. Meetings shall be conducted at mutually agreed upon times and places which shall afford reasonable opportunities for involved persons to attend.

ARTICLE XII
DURATION

- A. This Agreement shall take effect July 1, 2019 and shall remain in full force and effect up to and including June 30, 2022.
- B. If any provision of this Agreement is determined to be contrary to law, such provision shall be severed from this Agreement, and shall not be performed or enforced. However, such finding will have no effect on the remaining portion or portions of this Agreement, and both parties agree to meet and bargain such new language as is necessary to comply with legal restrictions.
- C. This Agreement contains the full and complete agreement between the Board and the Association on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this Agreement. All prior practices, agreements, and understandings are void and of no force and effect unless specifically incorporated herein.
- D. This Agreement shall not be altered, amended, or changed except in writing, in a document signed by both the Association and the Board, which amendment shall be appended to and become a part of this Agreement. However, it is recognized that neither party has any obligation to negotiate such an amendment or modification during the life of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 6th day of November, 2018.

REGIONAL SCHOOL DISTRICT NO. 19
BOARD OF EDUCATION

By James D. Mark

REGIONAL SCHOOL DISTRICT NO. 19
ADMINISTRATORS ASSOCIATION

By Paul F.

APPENDIX A-1

SALARY SCHEDULE 2019-2020

<u>2019-2020</u>	<u>Salary</u>
Principal	\$162,647
Special Services Director	\$143,973
Assistant Principal (2)	\$143,973
Athletic Director	\$117,325
Director of English	\$108,441
Director of Mathematics	\$108,441
Director of Science	\$108,441
Director of Depot School	\$108,441
Director of Social Studies	\$108,441
Director of School Counseling	\$121,102

APPENDIX A-2

SALARY SCHEDULE 2020-2021

<u>2020-2021</u>	<u>Salary</u>
Principal	\$165,900
Special Services Director	\$146,853
Assistant Principal (2)	\$146,853
Athletic Director	\$119,671
Director of English	\$110,610
Director of Mathematics	\$110,610
Director of Science	\$110,610
Director of Depot School	\$110,610
Director of Social Studies	\$110,610
Director of School Counseling	\$123,524

APPENDIX A-3

SALARY SCHEDULE 2021-2022

<u>2021-2022</u>	<u>Salary</u>
Principal	\$169,218
Special Services Director	\$149,790
Assistant Principal (2)	\$149,790
Athletic Director	\$122,065
Director of English	\$112,822
Director of Mathematics	\$112,822
Director of Science	\$112,822
Director of Depot School	\$112,822
Director of Social Studies	\$112,822
Director of School Counseling	\$125,994