

**CONTRACT**  
**BETWEEN**  
**THE THOMPSON BOARD OF EDUCATION**  
**AND**  
**THE THOMPSON ASSOCIATION OF SCHOOL**  
**ADMINISTRATORS**

**July 1, 2013**  
**through**  
**June 30, 2015**

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CONTRACT  
THE BOARD OF EDUCATION OF THOMPSON  
AND  
THE THOMPSON ASSOCIATION OF SCHOOL ADMINISTRATORS

ARTICLE 1  
PREAMBLE

A. This Agreement is made and entered into by and between the Thompson Board of Education (the "Board") and the Thompson Association of School Administrators (the "Association"), and is negotiated in accordance with the applicable Connecticut General Statutes, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be served.

B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, and its 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 through the executive agent of the Board, the Superintendent.

C. This Agreement shall be maintained by the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the consent of both parties. Such consented change shall be in writing.

D. It is recognized that the Board has and will continue to retain, whether exercised or not, all statutory rights, responsibilities and prerogatives to direct the operation of the school system in all its aspects in accordance with state statutes and/or as stated in this Agreement.

ARTICLE 2  
RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all certified professional employees of the Board who are employed by the Board in positions requiring an administrator or supervisor certificate, and whose administrative or supervisory duties equal at least fifty (50) percent of their assigned time, and who are not otherwise excluded from the purview of Sections 10-153a, et seq., of the Connecticut General Statutes.

ARTICLE 3  
DUTY TO NEGOTIATE

A. Not less than two-hundred ten (210) days prior to budget submission of the year preceding the expiration of the Agreement, the Board agrees to negotiate in good faith with the Association, pursuant to the applicable provisions of the Connecticut General Statutes, as amended, to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the unit and shall be reduced in writing and signed by the Board and the Association.

B. Each party agrees, upon a reasonable and timely request, to exchange all information in its possession, except privileged information, necessary for the purpose of contract administration and collective bargaining.

ARTICLE 4  
SCHOOL YEAR

The Board reserves the right to establish the school calendar. Alterations in the school calendar necessitated by inclement weather or other emergency situations may be made by the Board. When school is cancelled under these circumstances, the days may be made up during established holidays and vacation periods.

ARTICLE 5  
EMPLOYMENT YEAR

A. Principals, the Director of Pupil Services, and the Technology Coordinator shall work a twelve (12) month year with one month (22 days) of vacation plus regular school vacations. In the event a Principal, the Director of Pupil Services or the Technology Coordinator resigns his/her position prior to June 30th, vacation will be calculated on a quarterly basis based on a pro-rata accrual, with administrators accruing seven (7) days on July 1st, five (5) days on October 1st, five (5) days on January 1st, and five (5) days on April 1st. Any used, but not accrued, vacation time will be charged back to the employee, and deducted from the employee's final paycheck.

B. The assistant principals shall work the teachers' year plus twenty (20) days.

C. The Director of Pupil Services and at least one building administrator from each building shall be present during all regular Board meetings, unless excused by the Superintendent. The Director of Pupil Services and at least one building administrator from each building shall also be present as directed by the Superintendent during all special Board meetings. The Technology Coordinator shall be present at all Board meetings as directed by the Superintendent.

ARTICLE 6  
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems arising under the specific terms of this Agreement.

B. Definitions

1. "Grievance" shall mean a claim concerning the violation, misapplication or misinterpretation of the language of this Agreement.

2. "Administrator" shall mean any certificated administrative employee below the rank of superintendent, and may include a group of administrators similarly affected by a grievance.

3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

4. "Days" shall mean business days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

2. If an administrator does not file a grievance in writing within twenty (20) calendar days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved administrator at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.



D. Informal Procedures

1. Nothing in the Agreement shall be construed as limiting the right of any individual administrator having a grievance to discuss it with any appropriate member of the administration who is not a member of this bargaining unit and to have the grievance adjusted without the intervention of the Association. The administrator may have another member of the Association go informally with him/her.

2. If the administrator is not satisfied with the informal disposition of his/her grievance, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with any appropriate member of the administration who is not a member of this bargaining unit.

E. Formal Procedures

1. Level One-Superintendent of Schools

a. If an aggrieved administrator is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present his/her claim as a written grievance to the Superintendent, within the time limit set forth in Section C.2. Such grievance shall include a statement of the facts supporting the claim, the provision or provisions of the contract allegedly violated, and the remedy requested.

b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved administrator and one (1) representatives of the Association and such other additional parties designated by the Superintendent as necessary for the purpose of hearing and/or resolving the grievance.

c. The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved administrator with a copy to the Association.

2. Level Two – Board of Education

a. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after the hearing, request in writing to the president of the Association that his/her grievance be submitted to the Board for a hearing.

b. The Association may, within five (5) days after receipt of such request, submit the grievance to the Board by so notifying the Superintendent and the Chairperson of the Board in writing.

c. The Board shall, no later than the next regularly scheduled Board meeting occurring at least fourteen (14) days after the Board Chairperson's receipt of the Association's submission of the grievance, meet with the aggrieved administrator and with representatives of the Association for the purpose of hearing and/or resolving the grievance. The grievance meeting shall be conducted in executive session to the extent permitted by law.

d. The Board shall render its decision and the reasons therefor in writing to the aggrieved administrator, with a copy to the Association, within ten (10) days following the Board's grievance hearing.

e. The Board may designate a subcommittee for the purpose of considering and rendering a decision concerning a grievance.

### 3. Level Three - Arbitration

a. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within fifteen (15) days after the hearing, 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 Superintendent in writing.

c. The Superintendent or his/her designee and the president of the Association or his/her representative, 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 after the filing of the notification for arbitration, the Association may, within five (5) additional days (a total of ten (10) days after the Association has filed a claim for arbitration), submit the grievance to a binding arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") or the American Dispute Resolution Center ("ADRC"). Such submission shall set forth the provision or provisions alleged to have been violated by the Board and shall be filed simultaneously with the Superintendent. The Association shall pay the filing fee.

d. The arbitrator selected shall hold such hearings with the aggrieved administrator and other parties in interest as he/she shall deem requisite.

e. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be bound by the specific terms of this agreement and he/she shall have no authority to add to, subtract from, or in any way modify its terms. The decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement. In any action to

determine the arbitrability of the claim in dispute, which must be filed prior to the commencement of the arbitration hearing, the issue of arbitrability shall be deemed a question of law for the court to determine, provided, neither party waives its right to appeal the arbitrator's award pertaining to such grievances as permitted by law.

f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Administrators to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at Level One of the formal grievance procedure by a representative of the Association. When an administrator is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the procedure.

3. The Association may, if it so desires, call upon professional services for consultation and assistance at any stage of the procedure. The Board may call upon professional services and/or legal aid at any stage of the procedure.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance 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 jointly by the Superintendent and the Association, and made available through the Association so as to facilitate operation of the grievance procedure.

ARTICLE 7

PROFESSIONAL APPOINTMENTS AND PROMOTIONS

A. "Vacancies" as used in this section means any professional position within the bargaining unit that requires an intermediate administrator or supervisor certificate, or the equivalent thereof.

B. Vacancies that are caused by death, retirement, discharge, resignation or by the creation of a new position shall be filled pursuant to the following procedure after any transfers are made.

1. The existence of a vacancy shall be adequately publicized, both within and outside the system, including a notice in every school (by posting or otherwise) as far in advance of the date of filling such vacancy as is possible (at least 10 days in advance, except in emergencies). When the need to fill a vacancy arises during the summer months, notification shall be mailed to administrators who are certified for the vacant position.

2. Administrators who desire to apply for such vacancies shall file their applications in writing with the Superintendent within the time limit specified in the notice.

3. Professional appointments/promotions within the Thompson School System shall be based upon knowledge, ability, skill, efficiency, ability to perform the essential functions of the job, character and the needs and best interests of the school district.

4. All parties applying for a position shall be notified of the decision of the Board in writing.

## ARTICLE 8 NOTIFICATIONS

A. The Board will provide each new administrator with a written salary notification stating the administrator's beginning salary according to the Salary Schedule.

B. Prior to the end of each school year, all administrators will be provided with an analysis of service and analysis of salary calculations. Each administrator will sign one copy of this document to indicate that it is correct according to the administrator's calculation as well as the Superintendent's calculation.

C. Each administrator will be provided with an annual analysis of accumulated sick and personal days.

## ARTICLE 9 PROTECTION OF ADMINISTRATORS

A. Administrators shall report immediately in writing to their principal and to the Superintendent's office all cases of assault and battery suffered by them in connection with their employment.

B. Such report shall be forwarded through the Superintendent to the Board, which shall comply with any reasonable request from the administrator for information in its possession not privileged under law that relates to the incident or the persons involved.

## ARTICLE 10 MEDICAL/SICK LEAVE

A. Administrators shall be entitled to medical sick leave with full pay up to fifteen (15) working days in each year. Unused medical sick leave shall be accumulated to 183 days as long as the administrator remains in the service of the Board. Acceptable medical evidence may be requested by the Superintendent after absence for three (3) consecutive school days. The Superintendent, however, may request medical evidence for frequent or unusual patterns of absence. In the event an administrator has been advised by a physician that a medical condition exists that will result in the administrator being absent for two or more weeks, the administrator shall provide a physician's statement indicating the anticipated duration of the absence.

B. Having accumulated a total of one-hundred eighty-three (183) unused sick days, over a term of ten (10) years or more, an administrator shall be paid on or before June 30 of each school year at a rate of one hundred dollars (\$100.00) per day for each unused sick day in excess thereof, up to fifteen (15) days. Only administrators employed on June 30th of the school year are eligible for this benefit.

C. The Board may grant a tenured administrator suffering from a serious, long-term illness an extended leave of absence for medical reasons. At the commencement of and during the course of leave granted for medical reasons, the Superintendent may require an administrator to provide a statement from his/her physician indicating the anticipated date the employee will return to work and indicating the employee's ability or inability to perform the essential functions of his/her position. The Superintendent may require the administrator to undergo an examination by a Board-appointed physician at Board expense to verify this information. In the event either physician indicates that the administrator is likely to be permanently incapacitated such that he/she will be unable to perform normal duties, the Board may commence termination proceedings pursuant to §10-151 of the Connecticut General Statutes.

D. Administrators may use up to five (5) days per year of medical/sick leave to care for an ill person domiciled in their household, or an ill parent or spouse's parent.

#### ARTICLE 11 ATTENDANCE INCENTIVE

The Board recognizes that administrators need to be absent at times for valid reasons, but all such absences are disruptive and detrimental to the educational process. Each administrator who has perfect attendance, with an exception for special leave (i.e. approved leaves of absence, but not including sick leave or personal leave), for an entire quarter will receive a bonus of twenty-five dollars (\$25). An administrator who has perfect attendance for an entire year shall receive an additional bonus of one-hundred dollars (\$100). The perfect attendance bonus shall be paid in the first pay period of the following quarter with all applicable deductions withheld.

#### ARTICLE 12

## GENERAL PROVISIONS

There shall be no reprisals of any kind taken against any administrator by reason of his/her membership in a professional organization or participation in its activities.

### ARTICLE 13 CHILD REARING LEAVE

A. In the case of a birth, adoption and/or the legal fostering of a child, any administrator shall have the right to apply for a leave without pay for child rearing purposes.

B. In cases where both spouses may be teachers or administrators in this school system, both persons shall be entitled to such leave.

C. In the case of female administrators, the application for child rearing may be made to become effective immediately upon the termination of the pregnancy leave.

D. Child rearing leave may be granted for a period of up to the end of the school year in which the birth, adoption, or legal fostering of the child occurs. In the absence of extenuating circumstances, administrators shall request such leave at least three (3) months prior to the expected date of commencement of such leave. At the option of the Board, upon the request of the administrator, such leave may be extended for one additional school year. Requests for extensions for such leave must be made at least three (3) months prior to the expiration of the first period thereof.

E. Where the birth, adoption or legal fostering of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.

F. Where a child rearing leave is requested, the administrator requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

G. Where an administrator who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such administrator may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such administrator.

H. It is understood that administrators who elect a child rearing leave of absence shall waive their guarantee of return to the same or similar position and shall be deemed to have resigned if they do not provide notice of their intent to return from child-rearing leave by March 1<sup>st</sup> of the school year prior to the school year in which the administrator will return after the termination of their leave, as defined in this Article.

I. The dates for the commencement and termination of child rearing leave shall in all cases be subject to and based upon a finding and determination by the Board that such leave will not substantially interfere with the administration of school or with the education of the pupils.

J. An administrator who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, and with appropriate medical documentation, be placed on sick leave for childbearing purposes.

#### ARTICLE 14 LEAVE OF ABSENCE

A. Any tenured administrator may request a one (1) year leave of absence, without pay, to travel, continue studies etc, subject to approval by the Board. Exceptions for non-tenured administrators may be granted by the Board.

B. With regard to any leave of absence granted to an administrator under any section of this Agreement, the following rules shall apply: An employee intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent on or before the March 1 preceding the schedule date of return. Administrators required to return on a date other than at the commencement of an academic year shall file a notice of intent to return by or on the date established by the Board at the commencement of the leave. An employee who fails to file a notice of intent to return with the Superintendent by the required date shall be deemed to have resigned from the employ of the Board effective on the notice of return date.

#### ARTICLE 15 SABBATICAL LEAVE

The Superintendent shall review and may approve worthwhile programs of independent work subject to the following conditions:

A. No more than two (2) members of the total staff (teachers and administrators) shall be absent on sabbatical leave at any one time. Only tenured administrators will be considered to be eligible.

B. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Board no later than March 1 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of March 1 may be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.

C. Upon the recommendation of the Superintendent and approval of the Board, a regularly employed administrator with at least seven (7) consecutive full school years in the Thompson School System may be granted one (1) year leave of absence to pursue a full time program of advanced study at an accredited college or university. During such leave the administrator's contingent fringe benefits shall remain in effect. For the purpose of placement on the salary scale this leave of absence shall be considered a year of administrative service and shall be counted as an administrative year in relation to accrual of seniority and longevity benefits.

D. Prior to the granting of such leave, an applicant shall enter into a written agreement with the Board, in a form specified by the Board, that upon termination of such leave, he/she will return to employment in the system for two (2) full years. In the event the administrator shall not so return, the administrator shall reimburse the Board fully for all benefits received during the sabbatical.

E. Any administrator on sabbatical will not be allowed to be employed, except as such employment may be approved in relation to the sabbatical, during the months engaged in the pursuit of course work or thesis writing. Violation of this condition will result in the cessation of sabbatical payments and mandate the repayment of previous sabbatical payments.

F. The Board shall hold a position open for an administrator returning from sabbatical leave.

G. In determining requests for sabbatical leave, the Superintendent and Board shall carefully consider a proposed program in relation to the value that it will have for the individual administrator and for the Thompson School System, as well as the fiscal impact of such leave in relation to the needs of the district. The Board, in approving requests for sabbatical leave, would expect such a request to have a definite value for the improvement of the quality of education in the Thompson School System. A written explanation of any rejected request for sabbatical leave will be sent to the candidate no later than five (5) days following Board action. This written explanation shall indicate why the request does not have sufficient value for the improvement of the quality of education in the Thompson School System. The determination of whether to grant such leave is solely within the discretion of the Board and its Superintendent, and shall not be subject to the grievance procedure.



ARTICLE 16  
PARENTS DAY/NIGHT

An administrator shall be present or on call in each school for the duration of the parents programs.

ARTICLE 17  
LEAVES

A. All administrators shall be entitled to the following leaves of absence with full pay:

1. Personal Leave - not to exceed six (6) working days

a. Personal days - may be taken for personal reasons. Personal reasons are defined as those to conduct personal or family business that cannot be conducted at any other time. Personal days are normally granted in units of one-half (1/2) day. The Superintendent reserves the right to approve the scheduling of personal days based on the needs of the District. Personal days may not be taken immediately prior to or immediately after a school holiday, vacation period, or long weekend, or during the months of June and September, without the express consent of the Superintendent.

b. Religious holidays - As many as three (3) of the six (6) personal days may be used for the serious observation of, and participation in, religious holiday activities.

c. Application for leave in the provisions above shall be made to the Superintendent, or in his/her absence, his/her designee, at least seventy-two (72) hours before taking such leave (except in the case of extreme emergencies, as noted in section d below).

d. Each administrator may be granted one (1) emergency day of the six (6) days allowed in Paragraph A, Section 1. An emergency day is defined as absence for a personal or family reason that develops unexpectedly wherein there is no time to ask for a personal day. Emergency days are normally granted in units of one-half (1/2) day. The appropriate form for requesting an Emergency Day must be submitted by the administrator upon the first school day back to work.

2. Bereavement Leave

a. Bereavement leave shall consist of four (4) consecutive school days for each death in the immediate family. The immediate family means spouse, son, daughter, parent, brother, sister, grandparents, grandchildren, foster parents, or spouse's immediate family.

b. Upon advance request to and at the discretion of the Superintendent, leave with full pay may be allowed to attend the funeral of a close friend or relative, and in cases of undue hardship such leave may be extended up to four (4) consecutive calendar days.

3. Professional Leave/Conference & Travel

All professional days must be approved by the Superintendent. Administrators may be granted permission by the Superintendent to attend appropriate professional development activities at Board expense. In such cases, the Board will assume the cost of registration, meals - breakfast not to exceed ten dollars (\$10.00); lunch not to exceed twenty dollars (\$20.00); and dinner not to exceed thirty dollars (\$30.00), when not included in the registration fee. Registration fees for such conferences or institutes which exceed seventy-five dollars (\$75.00) shall be paid in advance by the Board when such payment is a prerequisite to registration. Requests for advance payment must be made at least one month prior to the registration date.

B. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the administrator is entitled.

C. For unpaid leaves of absence, the rate of deduction shall be  $1/n$  of the year's basic salary, where  $n$  equals the number of days the administrator is employed. Extended unpaid leaves of absence must be approved in advance by the Board. Short-term unpaid leaves of absence may be approved by the Superintendent.

D. The Board shall pay all expenses, including registration fees and traveling expenses at the current rate approved by the Board to any administrator attending a meeting as a representative of the Thompson School System, providing said administrator has been requested to attend meetings by the Superintendent or has the Superintendent's approval for the allocation of funds. A minimum of one-thousand dollars (\$1,000) must be appropriated in the budget each year for said expenses.

4. Jury Duty

Any administrator who is called for compulsory jury duty 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 his/her professional salary and the jury fee

ARTICLE 18  
LONGEVITY INCREMENTS

Longevity payments for experience in the Thompson School System as a teacher and/or an administrator shall be applied to those teachers and/or administrators hired prior to July 1, 1995.

An additional six hundred dollars (\$600) is to be paid at the beginning of the 15th, 18th, 24th and 30th years of experience as a teacher and/or administrator in the Thompson Public Schools.

ARTICLE 19  
SALARY SCHEDULE/DOCTORAL STIPEND

The salaries of all administrators covered by this Agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement.

Doctorate - A doctor's degree earned at an accredited college or university.

ARTICLE 20  
PLACEMENT ON THE SALARY SCHEDULE

All administrators shall be placed on the appropriate step in the salary schedule taking into consideration the following:

1. Degree status as defined under "Degree Definitions" above.
2. Credit for previous certified administrative experience in public, private, and military dependency schools, as determined by the Superintendent, provided such experience shall have been continuous service for at least one-half of any school year. Intermittent or short-term substitute service will not be credited as previous administrative experience.

3. Full credit for service in the Peace Corps as determined by the Superintendent.

4. The Board, upon recommendation of the Superintendent, may withhold an increment from an administrator who is not performing satisfactorily. The administrator must be notified by March 1.

5. Any administrator fulfilling requirements for the doctorate degree, will be given the yearly stipend following the presentation of and the acceptance of proper credentials. The stipend will only be awarded in the month of January, during the school year, or July of the following school year; therefore, payments for the doctorate will not be prorated but only given in one-half (1/2) year or full year increments.

6. All part time administrators shall receive equivalent compensation (in salary and increments) as full time administrators based on the fractional time worked. Part time administrators working on at least a half time basis (.5 full time equivalents) are eligible for contingent fringe benefits given to full time administrators, prorated in relation to the fraction of time worked (e.g., insurance benefits for a .5 administrator equals .5 x (Board cost for full-time administrators)). Administrators employed on less than a half-time basis shall be ineligible for contingent fringe benefits. A daily part time administrator shall be given credit for a full administrative year in relation to placement on the salary scale and in relation to accrual of seniority and longevity benefits.

7. Full credit for up to two (2) years of United States Military Service with an honorable discharge for new hires commencing after July 1, 1992.

## ARTICLE 21 INSURANCE BENEFITS

### 1. Plan Design:

Each eligible bargaining unit member and eligible dependents may enroll in the following health insurance plans, with the premium payments provided below.

- A. The Anthem Blue Cross/Blue Shield, Century Preferred Plan will, at a minimum, a \$15 office visit co-payment (\$0 preventive); \$250 hospitalization co-payment; \$50 outpatient surgery co-payment; \$50 emergency room co-payment. Prescription coverage shall be through the three-tier managed drug plan, subject to co-payments of \$10 generic formulary/\$20 brand formulary/\$25 non-formulary, with a \$2,000 annual maximum (with mail order at two (2) times the applicable co-payment for a 31-90 day supply). Out-of-network services will be subject to deductibles of \$200/\$400/\$500 and to a maximum out of pocket payment of \$1000/\$2000/\$2500 per calendar year, with a lifetime maximum out of network benefit of \$1,000,000. Plan includes Vision Rider.

- B. Employees may also elect to enroll in the Anthem Blue Care Point of Service Plan, if offered by the Board. The Blue Care Point of Service Plan will include at a minimum, a \$10 office visit co-payment (\$0 preventive); \$250 hospitalization co-payment; \$0 outpatient surgery co-payment; \$50 emergency room co-payment. Prescription coverage shall be through the three-tier managed drug plan, subject to co-payments of \$10 generic formulary/\$20 brand formulary/\$25 non-formulary, with a unlimited annual maximum (with mail order at two (2) times the applicable co-payment for a 31-90 day supply). Out-of-network services will be subject to deductibles of \$400/\$1200 and to coinsurance limit of \$1,600/\$3,200/\$4,800 per calendar year, with a lifetime maximum out of network benefit of \$1,000,000. The plan includes 70%/30% coinsurance and a Vision Care Rider.
- C. The Century Preferred High Deductible Health Care Plan (the "Comprehensive Plan") with Health Savings Account ("HSA"). The Comprehensive Plan uses the same network as the Century Preferred Plan describe above. Services for the Comprehensive Plan include 100% Preventive Care Rider and all other services are subject to deductible and coinsurance as follows: \$2,000 Individual/\$4,000 Aggregate Family Deductible; 100% coinsurance in-network; 80% coinsurance out of network; \$5,000 Individual/\$10,000 Aggregate Family out-of-pocket maximum; Vision Care Rider. Employees shall bear the costs associated with the HSA. The Board will contribute 75% of the deductible each year for the HSA. The Board's contribution shall be deposited in a Health Savings Account on July 1 of each year. The difference between the Board contribution and the total deductible is to be made up through direct deposit/payroll deduction to the HSA with pre-tax dollars according to IRS regulations. There will be no change to deductible during the term of this agreement. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

2. Dental

Eligible employees may participate in individual dental insurance coverage, provided that employees pay the premium cost share for such coverage as outlined below. In addition, eligible employees may purchase dental coverage for their eligible dependents, provided that the additional cost for such dependent dental coverage be borne at one hundred (100%) by the employee.

3. Employee Premium Share: Health and Dental Insurance

	<u>2013-2014</u>	<u>2014-2015</u>
Century Preferred PPO	16%	17%
BlueCare POS	13%	14%
Comprehensive Plan	12%	12%

4. Insurance coverage under this Article will not take effect for administrators new to the Thompson School System until October 1st in the new contract year.

5. Upon the retirement of an administrator, the Board will allow him or her and his or her spouse to participate in any group health insurance program offered to administrators in active service for the Board. This will be at the administrator's expense and in accordance with the terms of the carrier, until the retired administrator becomes eligible for Medicare, in accordance with Section 10-183t of the Connecticut General Statutes, as it may be amended from time to time.

6. Premium payments by administrators in either plan may be included in an IRS Section 125 program. There will be no cost to the administrators for this program.

7. Group Life Insurance coverage equal to two (2) times the administrator's annual base salary.

8. Change of Insurance Carriers

Should the Board decide to consider a change of carrier or self-insurance, the Board will so inform and consult with the Association. Such consultation shall include mutual exchange and consideration of relevant information.

The Board of Education shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverages set forth above, provided that coverages which result from change in carriers and/or self insurance are substantially comparable to the then current plan(s), when the expenses, coverages, benefits and administration are considered as a whole.

The President of the Association shall be notified in writing within thirty (30) days of any intention to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Association and the Board disagree that the changes proposed will provide coverages at least substantially comparable to the expenses, coverages, benefits and administration described above when considered as a whole, the disagreements shall be subject to impartial binding arbitration as set forth in this agreement, preferably before an arbitrator with experience and expertise in insurance matters. The Board and the Association must agree upon the selection of any arbitrator. If no agreement can be reached, then the arbitrator will be appointed in accordance with the rules of the AAA or the ADRC, in accordance with the grievance procedures set forth in Article 6.

7. Insurance Opt-Out:

Administrators who elected to participate in one of the health insurance plans offered by the Board on or before July 1, 2005 and who have continuously participated in the health insurance plans since that time may elect to waive, in writing, the health insurance coverage provided under Article 22, and in lieu thereof may receive an annual payment of \$2500 from the Board for each year during which the administrator continues to elect not to participate in such coverage. Such annual payment will be issued with the last payroll installment for the fiscal year. In order to receive such payment, an eligible employee must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each year. Such administrators may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the administrator shall only receive a pro-rated portion of the waiver stipend provided under this section.

8. Right to Offer Additional Plans

The Board shall have the right to offer additional insurance plans as alternatives to the plans described above. The Board shall have the right to establish the percentage employee premium contribution for any such plan (if offered by the Board), provided that the percentage employee contribution shall not exceed that established for the Century Preferred Plan.

ARTICLE 22  
SUCCESSOR AGREEMENT

The Board shall provide each administrator with a complete text of the Agreement or any successor agreement.

ARTICLE 23  
PAYROLL DEDUCTION

A. In addition to those payroll deductions required by law, a list of deductions approved by the Association and the Board may be obtained from the Superintendent's office.

B. All requests for deductions must be in writing on approved authorization forms.

C. Dues Deductions

1. The Association shall certify to the Board in writing the current rate of its association membership dues. Any changes made in the rate of membership dues shall be in writing to the Board thirty (30) days prior to the effective date of such change.

2. Any administrator desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board in writing by August 15th of each year for that school year's dues.

3. Deductions, with the exception of service fees for Association, will be equalized and deducted from each paycheck. Deductions for non-member representation fees will be equalized and deducted from checks issued from January 1 through and including #20. The Board shall present the Association with a check for all monies deducted by the 30th of each month.

D. Payment Schedule

1. Salary shall be divided into twenty-two (22) or twenty-six (26) equal payments to be paid on every other Friday or prior if Friday is a holiday or vacation, starting with the first Friday of the scheduled district-wide pay day. All administrators will receive their last payment prior to June 30th.

2. Employee contributions for Teachers' Retirement and other matters will normally be deducted from each administrator's pay twice a month from September through June of each school year; however, when a conflict occurs, the payment schedule which is issued in September of each school year will be followed for payroll purposes. Health insurance contributions will be deducted twice a month July through June.

3. Enrollment periods for a Tax-Sheltered Annuity Plan (26-USC-403) shall be limited to the months of September, October, and January. Changes in annuity payments shall be made at any time during the school year and an administrator may drop out of an annuity plan at any time during the school year.

ARTICLE 24



## SEVERABILITY

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

## ARTICLE 25 REPRESENTATION FEES

All administrators shall within thirty (30) days of the commencement of the school year either:

1. Notify the Association, in writing, of the intent to pay in cash the membership dues and assessments of the Association. Such cash payments may be made in one lump sum or in three installments by the 15th of November, the 15th of February, and the 15th of May, or
2. Sign and deliver to the Board (through the Association) an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year, unless revoked in writing pursuant to this contract, or
3. Each employee who is not a member of the Association on or after the effective date of this agreement shall be required to become a member in good standing or shall be assessed a service fee within thirty (30) days of said effective date.

Said service fee shall be determined by the Association subject to the following conditions:

- a. The service fee shall be based on those expenditures by the Association which are necessarily incurred to defray the costs of collective bargaining, contract administration and grievance adjustment;
- b. The service fee shall be determined on a yearly basis by November 15 of each contract year; and
4. The Association agrees to indemnify and to hold and save the Board harmless against any and all claims, suits or other forms of liability, including reasonable fees for an attorney selected by the Board, that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

In the event that any court of last resort determines that this article is contrary to the laws of the State of Connecticut or is unenforceable under such laws, the parties will meet and bargain such new language as is necessary to comply with the law as determined by such court.

ARTICLE 26  
BOARD PREROGATIVES

A. It is recognized that the Board has, and will continue, to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Thompson in all its aspects including, but not limited, to the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Thompson; to give the children of Thompson as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the need and program for the summer school, if any; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers, administrators; to suspend or dismiss the teachers of the schools in the manner provided by statute or ordinance; to designate within the town, to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the Board of Finance and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

B. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this agreement.

ARTICLE 27  
SEPARATION AND RECALL PROCEDURES

A. The responsibility for the employment and dismissal of administrators rests with the Board. Emergency or unpredictable situations do not alter that responsibility. The Board shall notify the Association of the need for staff reduction. In making necessary reductions in administrative positions, the Board will first attempt to do so through natural attrition (i.e., retirement, leave of absence, resignation). When natural attrition does not allow or provide latitude for staff reduction to the level required, the Board will take into consideration the following when any administrator's employment will be terminated:

1. No tenured administrator will be terminated while nontenured administrators hold positions in the certification areas of the staff member to be released.

2. Within the area to be reduced, the priority of order of reduction criteria will be as follows:

- a. Shortest length of continuous administrative service in Thompson
- b. Skill and ability as determined through written evaluations.
- c. Shortest total length of public school service as an administrator
- d. Lowest degree status

Notwithstanding the foregoing priority of order of reduction criteria, the Board may select for layoff an administrator who is on the Professional Assistance Phase of the Evaluation Plan at the time of the reduction of force.

B. If more than one (1) administrator who is released from the Thompson School System is eligible to apply for a vacancy, recall will be based on an inverse order of staff reduction except when unusual circumstances are present. An administrator will be eligible for recall for two (2) years under the conditions of this Article following notification of layoff by the Board. Such notification shall be made to the administrator's last known address. If an administrator declines an offer of recall, his/her name shall be removed from the recall list, and he/she shall have no further recall rights under this Agreement.

C. The Superintendent shall notify the Association as to which staff member(s) shall be released or which staff position(s) shall be eliminated, when the Board has made the determination.

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

E. An administrator who is laid off shall be eligible for a vacant teaching position for which he/she is certified, in accordance with law. If an administrator is transferred as the result of a reduction in force to a certified professional employee position which pays a lower annual salary, the Board agrees to pay that administrator a separation allowance equal to the portion of the difference between his/her final administrative salary and the salary of the position to which the administrator is assigned for up to two (2) years, as follows:

1st year: One-half of the difference between former administrative and current nonadministrator salary;

2nd year: One-quarter of the difference between former administrative and current nonadministrator salary.

Beginning in the third year of the nonadministrative assignment, the former administrator shall receive only the current salary for his or her then-current position.

If, by not later than seven days after the scheduled November Board meeting in any fiscal year, the Board notifies an administrator of its intent to lay off the administrator for the subsequent fiscal year, then the administrator shall not be eligible for the separation allowances described in this subparagraph.

## ARTICLE 28

### JUST CAUSE

A. No material originating after original employment shall be placed in an administrator's personnel file unless the administrator has been notified and has had an opportunity to review the material. The administrator may submit a written notation regarding any material, and the same will be attached to the copy of the material in question. If the administrator believes that the material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure, whereupon the material shall be corrected or expunged from the file. Any such grievance may only be processed to the Board level of the grievance procedure. If the administrator is asked to sign material placed in his file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

B. Any written complaint made against an administrator by any parent, student, or other person, shall promptly be called to the attention of the administrator. In no case shall any anonymous and/or unsubstantiated written complaint be placed in any administrator's file. The procedure of Section A of this article shall apply to these records as well as others, except evaluations, that are placed in the file. Evaluation material shall be governed by the approved Professional Evaluation Plan.

C. No administrator shall be given a written reprimand, reduced in rank, or compensation, denied an increment, suspended, deprived of any professional advantage of his/her professional services without just cause, or without due process. If an administrator is to be formally disciplined, reprimanded, or otherwise deprived of any professional advantage by the Board or its agents, he/she shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present. Section 10-151 of the Connecticut General Statutes shall be the exclusive procedure and remedy for cases involving non-renewal or termination.

## ARTICLE 29

## SPECIAL AGREEMENT

This contract, once signed and implemented, supersedes any and all prior agreements between the two parties.

### ARTICLE 30 TUITION REIMBURSEMENT

The Board will pay fifty percent (50%) of the tuition cost of one (1) course per year, (not to exceed one half of the current tuition fee at the University of Connecticut), for any administrator who already holds a Professional Educator's certificate from the State of Connecticut. The Board shall approve such compensation upon recommendation by the Superintendent based on the review of the letter submitted by the administrator describing the content of the course and the value it would have for the school system. In order to be eligible for tuition reimbursement for a course under this section, the administrator must earn a grade of B or higher in the course.

Application for reimbursement must be made prior to registration for the course. An administrator must be employed in the Thompson School System at the time of reimbursement. For this purpose, the Board will budget a minimum of five thousand dollars (\$5,000) annually.

### ARTICLE 31 CAR MILEAGE

The Board shall reimburse authorized car mileage for administrators at the rate established by the Internal Revenue Service as of January 1, annually.

### ARTICLE 32 NON-RESIDENT ADMINISTRATORS

Administrators who do not reside in the Town of Thompson shall be allowed to enroll their children in the Thompson Public Schools on a tuition basis as determined by the Board. Acceptance will be subject to an administrative review of class size. Parents will be responsible for transportation to and from school.

ARTICLE 33  
EARLY RETIREMENT INCENTIVE

Any administrator who has been employed for the last twenty (20) years as a teacher or administrator in the Thompson Public Schools, may elect to retire early under the following provisions:

1. The applicant must submit a letter of application to the Superintendent before January 1 of the last full year of employment for the incentive payment to commence the following fiscal year.
2. The Board will review the application and determine whether to grant the request.
3. The Incentive Payment Schedule is as shown below.
4. Normal retirement is defined as set forth in the Connecticut Teachers' Retirement statute, Sections 10-183 et seq.. Administrators who are eligible for normal retirement under the Connecticut Teachers' Retirement statute are not eligible for the benefits set forth in this Article.

Years To Normal Retirement	Payments Allotted					Total Payment
	<u>yr.1</u>	<u>yr.2</u>	<u>yr.3</u>	<u>yr.4</u>	<u>yr.5</u>	
1	\$5000					\$ 5000
2	\$5000	\$5000				\$10000
3	\$5000	\$5000	\$5000			\$15000
4	\$5000	\$5000	\$5000	\$5000		\$20000
5	\$5000	\$5000	\$5000	\$5000	\$5000	\$25000

ARTICLE 34  
DURATION

Except as otherwise provided herein, the provisions of this agreement shall be effective July 1, 2013 and shall continue in full force and effect to and including June 30, 2015.

SIGNATURE BLOCK

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

Date 1-31-13

THOMPSON BOARD OF EDUCATION

By   
Chairman

Date 1-31-13

THOMPSON ASSOCIATION OF SCHOOL  
ADMINISTRATORS

By   
President

Date 1-31-13

WITNESS

By 

APPENDIX A  
ADMINISTRATIVE SALARY SCHEDULES

2013-14

Step	Principals & Director of Pupil Services	Assistant Principals
1	104,147	86,205
2	106,371	90,327
3	108,363	94,449
4	113,213	100,544

2014-15

Step	Principals & Director of Pupil Services	Assistant Principals
1	104,147	86,205
2	106,371	90,327
3	108,363	94,449
4	113,213	100,544

New hires in the above positions shall be placed on the step schedule in accordance with years of administrative service. Any administrator not on maximum step shall advance one step.

Doctorate stipend \$1,500 annually

The Performance Based Pay Plan currently in effect shall continue and provide for the opportunity to earn a 1.5% increase in 2013-14 and 2014-15 in accordance with the Performance Based Pay Plan.

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