

**AGREEMENT BETWEEN**

**THE AMITY ADMINISTRATORS' GROUP**

**-AND-**

**THE AMITY REGIONAL BOARD OF EDUCATION**

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

Amity Regional School District No. 5  
25 Newton Road  
Woodbridge, Connecticut 06525

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
ARTICLE I RECOGNITION .....	1
ARTICLE II GENERAL PROVISIONS .....	1
ARTICLE III PROMOTIONS.....	1-2
ARTICLE IV BENEFITS .....	2-7
ARTICLE V SALARIES .....	7
ARTICLE VI SALARY DEDUCTIONS .....	7
ARTICLE VI LEAVES .....	8
ARTICLE VIII SICK LEAVES .....	8
ARTICLE IX SABBATICAL LEAVES .....	9-10
ARTICLE X DISABILITY .....	10-11
ARTICLE XI STAFF REDUCTION.....	11
ARTICLE XII TRANSFERS .....	11-12
ARTICLE XIII JUST CAUSE .....	12
ARTICLE XIV GRIEVANCE PROCEDURE .....	12-14
ARTICLE XV SAVINGS CLAUSE.....	14
ARTICLE XVI MISCELLANEOUS .....	14-15
ARTICLE XVII ASSOCIATION SECURITY.....	15
ARTICLE XVIII DURATION .....	15-16
APPENDIX A SALARY SCHEDULE.....	17-18

## **ARTICLE I - RECOGNITION**

1.1 The Amity Board of Education (Board) recognizes the Amity Administrators' Group (A.A.G.), for the purpose of professional negotiation, as the exclusive representative of the entire unit, as defined in Section 10-153a through 10-153n of the Connecticut Statutes as amended, of the entire group of certified administrative employees of the Board not excluded by state statute. Unless otherwise indicated, the employees in such unit are hereinafter generally called "administrators" and the A.A.G. is designated as the exclusive representative.

## **ARTICLE II - GENERAL PROVISIONS**

2.1 It is understood that this Agreement is subject to, and shall operate within the framework of, the statutes of the State of Connecticut.

2.2 It is recognized by both the Board and the A.A.G. that the Board retains and shall continue to retain, whether exercised or not, the sole right, responsibility, and prerogative to direct the operation of the public schools in the District in all its aspects as required by all applicable statutes and regulations. Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers, and authority heretofore held by the Board of Education, pursuant to, general or special statute, regulation, or other lawful provision over the complete operation, practices, procedures, and regulations with respect to employees covered by this Agreement shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of services to be offered by Board employees; to determine the standards of selection for Board employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules, policies and regulations, including those affecting working conditions; from time to time, to change those rules, policies and regulations and enforce them; to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities. The exercise of the foregoing rights, power, and authority of the Board also is subject to state and federal laws, including but not limited to Sections 10-151, 10-153f(e), and 10-153e of the Connecticut General Statutes.

## **ARTICLE III - PROMOTIONS**

3.1 Administrative vacancies that the Board intends to fill may be filled by either internal candidates from the bargaining unit or external candidates.

Accordingly, the parties recognize and agree that the Board and/or Superintendent have the authority to select the candidate deemed most qualified for the position by the Superintendent and Board regardless of whether the candidate is an internal or external candidate.

When considering internal candidates, the Board and/or Superintendent shall give consideration to the internal candidate's qualifications, performance and service to the district.

#### **ARTICLE IV - BENEFITS**

4.1 The Board and the administrators agree to pay the following percentages of the costs for the following insurance plans for the administrators and their eligible dependents. The eligibility of dependents shall be determined in accordance with all applicable federal and/or state requirements).

The High Deductible Health Plan ("HDHP") described below shall be the insurance plan offered to eligible bargaining unit employees.

An eligible employee in his/her first year of employment with the Board who is scheduled to commence work at the beginning of a school year shall be eligible for the HDHP with a Health Reimbursement Account ("HRA") in lieu of a Health Savings Account ("HSA") through December 31<sup>st</sup> of his/her first year of employment with the Board.

The premium cost and a comparable funding amount for those enrolled in the HRA (to the HSA deposit from the Board) for the HDHP shall be in accordance with Article V, Section 5.3 for the applicable contract year.

Effective January 1<sup>st</sup> of such employee's first year of employment in a bargaining unit position covered by this Agreement, he/she shall be eligible for the HSA. The premium cost and deductible deposits for the HDHP shall be in accordance with Article V, Section 5.3 for the applicable contract year.

The Board agrees to pay the full cost of the life, disability and accidental death and dismemberment coverage described in Sections 4.5, 4.6 and 4.7.

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains comparable to the overall level of benefits in effect immediately preceding any such change.

4.2 Through December 31, 2017, the plan design set forth in the collective bargaining agreement between the parties dated July 1, 2014 through June 30, 2017 shall remain in effect.

Effective January 1, 2018, the Board shall maintain a HDHP containing the following elements:

	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Annual Deductible (individual/aggregate family)</b>	\$2,000/\$4,000	
<b>Co-insurance</b>	90%/10% after deductible up to the cost share maximum	70%/30% after deductible up to cost share maximum
<b>Maximum out of pocket (including deductible and coinsurance) (individual/aggregate family)</b>	In-Network \$3,000/\$6,000 Out-of-Network \$5,000/\$10,000	
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Preventive Services/Screenings</b>	Deductible not applicable	30% co-insurance after deductible, subject to co-insurance limits
<b>Prescription Drug Coverage</b>	MP2 (includes: (a) 30 days retail/90 days mail order; (b) generic substitution; (c) STEP Therapy (for specific classes of medication); and (d) Prior Authorization (for specific classes of medication))  Subject to co-insurance of 90%/10% upon satisfaction of the deductible	

The Board will fund the following percentages of the applicable HDHP deductible amount during the term of this Agreement:

<b>Contract Year</b>	<b>Board Contribution Toward Deductible</b>
<b>2017-2018</b>	45%
<b>2018-2019</b>	40%
<b>2019-2020</b>	40%

The Board’s deposit toward the HDHP deductible will be deposited into the eligible employee’s HSA (or comparable funding amount for those enrolled in the HRA, if applicable) on or about July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup> and April 1<sup>st</sup> in each contract year.

The parties acknowledge that the Board’s deposit toward the funding of the HDHP 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 HDHP deductible for retirees or other individuals upon their separation from employment.

For any plan year in which an administrator is enrolled in the HDHP plan for only a portion of the plan year, the Board’s deposit toward the funding of the deductible shall be pro-rated on a monthly basis.

The following premium cost sharing provisions shall apply to administrators for the HDHP plan during the term of this Agreement:

<b>Contract Year</b>	<b>Board Contribution</b>	<b>Employee Contribution</b>
<b>2017-2018</b>	78%	21%
<b>2018-2019</b>	77%	22%
<b>2019-2020</b>	76%	23%

Commencing during the July 1, 2017 – June 30, 2018 contract year, on an annual basis, in the event that an Administrator on the Board’s health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the Administrator completes a health risk assessment and biometric screening during the July 1, 2017 through June 30, 2018 contract year, the Administrator will receive a one percent (1%) reduction in his premium share contribution for the July 1, 2018 through June 30, 2019 contract year.

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

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

The health risk assessment shall be:

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

Biometric screening shall measure the following:

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

4.3 Vision Care Rider 98. The Board and the administrators shall pay the same percentages of the costs for the Vision Care Rider 98 as they pay toward the H.S.A. plan.

4.4 Blue Cross Full-Service Dental Plan including Additional Basic Benefits Riders A, B, C, and D and the Unmarried Dependent Child Riders Age 19 through 24. The Board and the administrators shall pay the same percentages of the costs for dental insurance as they pay toward the H.S.A. plan.

4.5 The Board agrees to provide each administrator with nonrated group term life policy in the amount of two and one-half (2½) times the administrator's salary at the Board's expense.

4.6 The Board agrees to provide to each eligible bargaining unit the following:

Long term disability benefits in the amount of sixty percent (60%) of the first sixteen thousand six hundred sixty-seven dollars (\$16,667.00) of the administrators pre-disability monthly wages, to a maximum of ten thousand dollars (\$10,000.00) before reduction by deductible income in accordance with the terms of the plan.

4.7 Nonrated accident insurance covering death and dismemberment in the amount of two (2) times the administrator's salary.

4.8 Upon the death of an active bargaining unit member covered by this Agreement prior to July 1, 2017, his/her spouse, and/or eligible dependent children (hereinafter collectively referred to as "surviving dependents"), shall have the option to continue in the group insurance programs as specified above at their expense until such time that the surviving spouse: (a) remarries; (b) is eligible for Medicare; or (c) is eligible for social security disability benefits. Additionally, if there is no surviving spouse, the surviving child (or children) shall have the option to continue in the group insurance programs as specified above at their expense until such time that he/she is: (a) eligible for other employer group health insurance; or (b) is no longer eligible for coverage under applicable law.

An Administrator that is not a member of the bargaining unit prior to July 1, 2017 shall not be eligible for the benefits set forth herein.

4.9 Participation in the insurance benefits set forth in this Article shall be subject to any and all eligibility requirements established by the insurance carrier(s) and/or plan administrator(s).

4.10 For any administrator and/or administrator's spouse who is eligible to participate in health insurance coverage through the Board following the administrator's retirement under the provisions of the Teachers' Retirement statutes, if the retired administrator or spouse becomes eligible for Medicare, the administrator or spouse (as applicable) shall, effective upon the date of such eligibility, be permitted to participate only in the Board's Medicare supplement insurance policy.

4.11 Administrators shall be reimbursed at the IRS allowance rate (cents per mile) for all school-related travel.

4.12 A. The Board shall provide twelve-month administrators with thirty (30) vacation days during each contract year.

In the event that an administrator separates from employment with the Board during any contract year, he/she shall receive a pro-rata number of remaining credited unused vacation days for the period commencing on July 1<sup>st</sup> through his/her date of separation.

B. Twelve-month administrators who are unable to take vacation time during a contract year due to job-related responsibilities may carry over and use a maximum of ten (10) vacation days to the next contract year, with the approval of the Superintendent, provided, however, at no time may an Administrator have more than ten (10) vacation days of banked vacation time in addition to their vacation time credited during the then current contract year. Vacation days carried over in accordance with this subsection shall not be paid out upon separation from employment and shall be used prior to vacation days credited during the then current contract year.

4.13 Every effort will be made by the administration to ensure that during the summer recess each school building has at least one (1) administrator present and available on each business

day, except either on legal holidays or with advance written approval of the Superintendent or his/her designee.

4.14 All administrators shall receive all Board recognized legal, national, and religious holidays when school is not in session.

#### **ARTICLE V - SALARIES**

5.1 The salary schedule of the A.A.G. is set forth in Appendix A, which is attached hereto and made part of this Agreement.

5.2 The Superintendent shall issue to each administrator a salary notification annually by June 30<sup>th</sup>, based on the salaries set forth in Appendix A.

5.3 Each administrator shall be paid every two (2) weeks.

5.4 Nothing in the provisions of this section prohibits the Board from withholding a normal salary schedule increment, an adjusted raise to a new salary schedule, or both, for reasons of less than satisfactory performance, as measured by the District's professional staff evaluation. Procedures shall include provisions for notice and an opportunity for improvement prior to withholding.

5.5 During each year of this Agreement, each administrator shall be eligible for an additional performance stipend to be paid from a fund established by the Board. All performance stipends shall be at the sole discretion of the Board upon the recommendation of the Superintendent. The Board's decision shall not be subject to the grievance/arbitration procedure.

#### **ARTICLE VI - SALARY DEDUCTIONS**

6.1 The Board agrees to make deductions for annuities, A.A.G. membership dues and fees, Wepawaug-Flagg Credit Union, etc., and retirement as authorized in writing by the individual administrator from the salaries of individual administrators. Such monies shall be forwarded to the appropriate parties, agencies, or individuals. The A.A.G. agrees to indemnify and hold the Board harmless for any and all claims, demands, suits, or other forms of liability that shall or may arise out of, or by reason of, action taken by the Board for the purposes of complying with the provisions of this article.

6.2 Deductions from payroll checks shall be so apportioned across the school year that net paychecks will be as equal as reasonable business practices permit.

6.3 Dues or service fees, as applicable, shall be deducted in accordance with the provisions of Article XVII (Association Security).

6.4 The A.A.G. shall certify in writing to the Board annually by no later than June 30<sup>th</sup> the representative service fee amount for the ensuing year, as well as the membership dues for the ensuing year.

## ARTICLE VII - LEAVES

7.1 Leaves of absence with pay and not chargeable against the administrator's sick leave allowance shall be granted subject to the formal approval of the Superintendent of Schools or his/her designee for the following:

- (a) **Personal or business leave:** five (5) days annually for personal or business requirements which include such considerations as legal requirements, marriage of a member of the immediate family, graduation of a member of immediate family, recognized religious holidays and emergencies which cannot be met on non-duty time. Applications for such leave must be in writing and made as far in advance as practicable. The personal days may not be used before or after a school holiday or school recess without the prior written approval of the Superintendent.
- (b) Death of a family member (parent, child, husband or wife, brother or sister, parent-in-law or grandchild): a maximum of five (5) days (per enumerated family member).
- (c) Death of the employee's grandparent, aunt, uncle, sister-in-law, brother-in-law, daughter-in-law or son-in-law or a person whose relationship to the administrator warrants such attendance: a maximum of one (1) day (per enumerated family member, except for a person whose relationship to the administrator warrants such attendance. For such individual, a total of one (1) day per contract year, unless additional days are approved at the discretion of the Superintendent. A denial of additional days shall not be subject to the grievance and arbitration procedure).

7.2 **General Leave:** The Superintendent may approve requests for a general leave of absence for a school year or part of a school year if, in his/her judgment, such leave will serve the interests of the District. Salary is discretionary, and insurance benefits will continue, subject to the insurance premium contribution requirements applicable to all administrators. An administrator returning from leave of absence shall be assigned an equivalent position to that which he/she held at the time the leave was granted.

## ARTICLE VIII - SICK LEAVES

8.1 Administrators shall be granted annually seventeen (17) days of sick leave with full pay. There shall be no maximum sick leave accumulation for administrators hired into the bargaining unit prior to July 1, 2005. For administrators hired into the bargaining unit on or after July 1, 2005, the maximum sick leave accumulation shall be equal to the total number of work days in the

administrator's work year. Any administrator promoted from a teaching position in the District shall be credited for unused sick days accumulated during his/her teaching service.

## **ARTICLE IX - SABBATICAL LEAVES**

9.1 Members of the administrative staff who have served in such capacity for six (6) years may, upon recommendation of the Superintendent and approval of the Board of Education, be granted leave of absence for study or travel under the following conditions:

- (a) Preference will be given to applicants for sabbatical leave on the basis of the greatest benefit to the school system.
- (b) Applicants must file with the Superintendent statement of the definite purpose for which such leave of absence is desired and how such work will benefit the District.
- (c) Applicants must file with the Board a written intent to remain in the service of the Board for two (2) years after the expiration of such leave.

In the event an administrator does not fulfill his/her agreement to serve following completion of the school year of the sabbatical period on the professional staff of Amity Regional School District #5 on a full-time active staff basis and for two (2) full years, as such years are defined for his/her position, the following shall apply and serve as part of the written and declared sabbatical leave agreement between the member and Board.

For service as defined above of less than one (1) full year, the grantee shall reimburse the Board a pro-rated sabbatical pay received and a pro-rated monetary value of fringe benefits received during the sabbatical period.

For service, as defined above of more than one (1) year but less than two (2) full years, the grantee shall reimburse the Board one half (½) the sabbatical pay received and one half (½) the monetary value of all fringe benefits received during the sabbatical period.

Such reimbursement shall be made to the Board in one lump sum within sixty (60) days of such breach of agreement.

The Board may waive the above requirements for reimbursement either in whole or in part.

- (d) Such leave shall not be granted for less than one (1) full semester nor more than one (1) year. An administrator taking leave shall not be eligible for such leave again until six (6) years have expired after his/her return.

- (e) At any time, not more than one (1) administrator regularly employed shall be on a sabbatical leave of absence.
- (f) An administrator on sabbatical leave shall receive eighty percent (80%) of his/her present base salary for the length of the leave. The Board also shall continue his/her benefits as though he/she was actually on duty in his/her regular position.
- (g) Regular annual salary adjustments and benefits shall be given for time of leave, the same as for those administrators remaining in the schools.
- (h) Normally, applications for such leaves of absence for any school year shall be submitted by December 1<sup>st</sup> of the previous year and acted on by the Board no later than March 1<sup>st</sup> of that same school year. The Board may waive these deadlines in the unusual circumstance of an unforeseen opportunity that meets all other sabbatical requirements except for the deadline.
- (i) An administrator who has been granted a sabbatical leave shall return to his/her previous position or to a position equal to one held when the sabbatical leave was granted provided his/her position has not been terminated.
- (j) Sabbatical leave once granted may not be terminated before the date of expiration of the leave, unless mutually agreed upon by the employee and the Superintendent.
- (k) Grants and/or other subsidies obtained by the administrator during the period of leave shall not reduce the above compensation.

## **ARTICLE X - DISABILITY**

10.1 Administrators shall immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor and shall confirm in writing, as soon as practicable.

10.2 Whenever an administrator is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment covered under Connecticut General Statutes Section 10-236a, the administrator shall receive supplemental payments in addition to workers' compensation so that the total of the two payments are equal to his/her full salary, less applicable state and federal withholdings. No part of this absence shall be charged to the administrator's annual sick leave accounts, vacation or personal days.

10.3 Whenever an administrator is absent from school as a result of personal injury caused by an assault or accident arising out of and in the course of his/her employment not covered under Connecticut General Statutes Section 10-236a, the administrator shall receive supplemental payments

in addition to workers' compensation so that the total of the two payments are equal to his/her full salary, less applicable state and federal withholdings. This supplemental payment shall continue for the term of the absence not to exceed six (6) months. Upon the expiration of this six (6) month period, the administrator shall be eligible for the benefits set forth under Article V, Section 5.7 as a supplement to his/her salary.

## **ARTICLE XI - STAFF REDUCTION**

11.1 All reduction in force decisions will be in accordance with state statutes and the applicable rulings of the State Board of Labor Relations. Decisions between tenured administrators to be affected by a reduction in force will be made based upon an evaluation of performance, certification, and needs of the District. All other things being equal, the Board shall make reduction in force decisions based upon seniority.

11.2 a. An administrator so reduced and no longer employed in the District shall have his/her name placed on a reappointment list and remain on such list for two (2) years, provided such administrator does not refuse a reappointment and provided such administrator applies in writing by registered mail before September 1 of the next school year. Failure to file such application with the Superintendent as provided in this subsection shall automatically remove such administrator's name from the reappointment list. Administrators on the reappointment list who qualify for vacancies shall be given prime consideration.

b. If an administrator is bumped into a position with a salary scale lower than his/her current salary, the Board will maintain the higher salary through the end of such contract year. At the conclusion of this period, if the administrator is not re-established into his/her original position, his/her salary will be at the maximum salary level of the new position. If the new position is a teaching position, he/she shall be paid subject to law and the terms of the teachers' collective bargaining agreement. Any additional compensation made to such administrator while serving in a teaching position is to compensate for his/her loss of administrative status and pay and not additional salary.

## **ARTICLE XII - TRANSFERS**

12.1 In deciding which administrator shall be transferred involuntarily, the Board will consider: (a) seniority; (b) qualifications; (c) performance criteria; and (d) the needs of the District. No involuntary transfer should be made without prior discussion involving the Superintendent, the administrator(s) concerned and a representative of the A.A.G.

12.2 After notification of a transfer, the administrator involved may request a meeting with the Superintendent and his/her designee. In the event that an administrator objects to the transfer, an appeal may be made in writing to the Board which shall conduct a proper hearing in executive session with the administrator and Superintendent present after which the decision of the Board shall be final.

12.3 A list of open bargaining unit positions in schools covered by this Agreement shall be made available to any administrator being transferred, and consideration will be given to filling such positions on the basis of qualifications, evaluations, and length of service in the system.

12.4 Administrators who desire to transfer to another building shall file a written statement of such desire with the Superintendent.

12.5 Notice of transfer shall be given to the administrator within seven (7) days of approval of a transfer.

12.6 Remuneration for an administrator assigned on a temporary basis to a higher wage classification in lieu of his/her regular assignment due to an emergency, such as an extended illness, shall be at a salary of not less than his/her current salary or the step one salary ~~in~~ of the newly assigned position, whichever is greater.

### **ARTICLE XIII - JUST CAUSE**

13.1 Notwithstanding the foregoing, no administrator shall receive a written warning, suspension without pay, demotion in rank, or reduction in pay without just cause.

### **ARTICLE XIV - GRIEVANCE PROCEDURE**

14.1 **Purpose:** The purpose of this grievance procedure is to provide a means of resolving disagreements resulting from the administration and/or interpretation of this Agreement, or claims that there has been a failure to follow the established procedures of the school district's evaluation plan. Such disagreements shall be attended to expeditiously and at the lowest possible level of this procedure.

14.2 **Time Limits:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Disagreements should be attended to expeditiously and at the lowest possible level of this procedure. Failure to initiate communication within specified time limits will result in waiver of the grievance by the grievant(s).

"Days" shall be defined as calendar days.

14.3 **Formal Procedure:**

1. **Superintendent:**

(a) All written grievances shall contain at least the following information:

1. the name of the grievant(s);
2. the date(s) on which the alleged act or condition occurred;

3. the specific paragraph of this Agreement which is alleged to have been violated, misinterpreted, or misapplied (or the specific procedural provision of the district's evaluation plan alleged to have been violated);
  4. a specific description of the act or condition in issue; and
  5. the requested remedy.
- (b) The written grievance must be submitted to the Superintendent and A.A.G. president within twenty (20) days from the time that the grievant knew of the act or condition which caused the disagreement.
  - (c) Within ten (10) days of the receipt of the written grievance, the Superintendent shall meet with the administrator and A.A.G. president or his/her designee in an effort to resolve the problem.
  - (d) Within ten (10) days of this meeting, the Superintendent shall render a decision to the administrator and A.A.G. president.
2. **Board of Education:**
- (a) If the grievance is not satisfactorily resolved at the Superintendent level, or if no decision has been rendered within the specified time, the administrator, through the president of A.A.G. may request a hearing with the Board. Such request shall be made in writing through the Superintendent within ten (10) days of the formal grievance meeting with the Superintendent.
  - (b) A committee of the Board shall meet with the administrator and the president of A.A.G. or his/her designee within twenty (20) days of receipt of the written grievance in an effort to resolve the grievance.
  - (c) A committee of the Board shall render its decision in writing within ten (10) days of that meeting with copies sent to the grievant, the president of A.A.G., and the Superintendent.
3. **Arbitration:**
- (a) If the aggrieved administrator is not satisfied with the disposition of his/her grievance as defined in Level Two, he/she may, within three (3) days, request in writing to the president of the group that his/her grievance be submitted to arbitration.
  - (b) The group may, within five (5) days after receipt of such request, submit a grievance as referenced in 14.1 to arbitration by so notifying the Board in writing.
  - (c) The chairman of the Board and the president of the group 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 (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.

- (d) The arbitrator selected shall review the record of the prior hearings and shall hold such further hearings with the aggrieved administrator and other parties in interest as he/she shall deem requisite. The arbitrator shall be limited to the specific terms of this Agreement and shall have no power to add to or to delete from or modify in any way of the specific terms of this Agreement.
- (e) The arbitrator's decision shall be final and binding on both parties.
- (f) The costs of the services of the arbitrator shall be borne equally by the Board and the group.

14.4 Any party may be represented at all stages of the grievance procedure by a person of his/her own choosing. When an administrator is not represented by the A.A.G., the A.A.G. shall have the right to be present and to state its views at all stages of the grievance procedure.

#### **ARTICLE XV - SAVINGS CLAUSE**

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

15.2 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### **ARTICLE XVI - MISCELLANEOUS**

16.1 Each administrator may annually select the following benefit: the Board agrees to pay the annual dues to national organizations to a maximum of five hundred dollars (\$500.00) per year per administrator, subject to the prior approval of the Superintendent.

16.2 On days when school is canceled due to inclement weather or unforeseen circumstances but the district's offices remain open, twelve-month administrators shall have the following options:

- Work the day in their offices in the district;
- Work at home, with written approval of the Superintendent of Schools (via an acceptable means of communication, such as, but not limited to, text message, e-mail), provided the employee has access to electronic communications with the Superintendent and other members of the administrative team; or

- Take a personal day or vacation day.

## **ARTICLE XVII - ASSOCIATION SECURITY**

17.1 All administrators employed by the Board, as a condition of continued employment, shall join the Association or pay a service fee to the Association. Said service fee shall be set by the Association but shall not exceed the proportional cost attributable to collective bargaining, grievance adjustment and contract administration.

17.2 All administrators who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall continue in effect from year to year unless each administrator shall notify the Board and the Association in writing in the month of August of any year that she/he no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that the coming school year said administrators shall pay the service fee as described in Section 20.1 via payroll deduction.

17.3 For those administrators who have not delivered an authorization card by October 1<sup>st</sup> of the first year of this contract, the Board agrees to deduct the annual service fee, as set by the Association, from their salaries via payroll deduction. The amount of said service fee shall be certified by the Association to the Board prior to the opening of school each year.

17.4 Those administrators commencing employment after the start of the school year, shall within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section 19.2, or be subject to Section 19.3 after such thirty (30) days. The amount of dues or service fee under this section shall be a prorated amount equal to the percentage of the remaining school year.

17.5 Upon a request from the Association, no later than the first paycheck in October of each year, the Board shall provide the Association with a list of all certified employees. The Board shall notify the Association monthly of any changes in said list.

17.6 The Association agrees to defend, indemnify and hold the Board harmless against any or all claims, demands, suits, or other forms of liability (including attorneys' fees incurred by the Board in defending against any such claims) that shall, or may, arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

## **ARTICLE XVIII - DURATION**

18.1 This Agreement substitutes the entire Agreement between the Board and the A.A.G. and settles all demands and issues with respect to all matters subject to professional negotiations.

18.2 The provisions of this Agreement shall become effective on July 1, 2017 and remain in full force and effective until June 30, 2020.

If, as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree that the premium share contribution set forth herein shall apply to such excise tax.

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

**AMITY REGIONAL BOARD OF EDUCATION**

Date: 2/17/17   
Chairperson

**AMITY ADMINISTRATORS' GROUP**

Date: 2/14/17   
President

**Appendix A**  
**2017-18 Salary Schedule**

	1	2
High School Principal	157,613	163,052
Middle School Principal	148,681	153,851
Director of Pupil Personnel Services	147,924	153,032
Director, Curriculum & Staff Dev.	144,858	149,852
High School Associate Principal	142,789	147,713
Middle School Assistant Principal	125,382	129,729
Coordinator of Pupil Services	125,382	129,729
Director of Counseling	125,382	129,729
Athletic Director	123,906	128,182
High School Assistant Principal (200 Days)	118,874	120,510

**2018-19 Salary Schedule**

High School Principal	169,191
Director of Pupil Personnel Services	158,242
Middle School Principal	157,713
Director, Curriculum & Staff Dev.	154,930
High School Associate Principal	150,494
Middle School Assistant Principal	132,171
Coordinator of Pupil Services	132,171
Director of Counseling	132,171
Athletic Director	130,595
High School Assistant Principal (200 Days)	122,778

**2019-20 Salary Schedule**

High School Principal	175,471
Director of Pupil Personnel Services	164,622
Middle School Principal	161,006
Director, Curriculum & Staff Dev.	161,006
High School Associate Principal	153,287
Middle School Assistant Principal	134,624
Coordinator of Pupil Services	134,624
Director of Counseling	134,624
Athletic Director	134,624
High School Assistant Principal (200 Days)	125,057

**Step Advancements for Administrators hired prior to July 1, 2017:**

Effective July 1, 2017 any administrator hired prior to June 30, 2017 who is not on the maximum step of the salary schedule shall advance one (1) step on the salary schedule.

**New Hires and transfers (commencing on or after July, 2017):**

The Board may, at its discretion, pay: (a) current Administrators that are transferred (either voluntarily or involuntarily) to a higher paying bargaining unit position or successfully bid on a vacant bargaining unit position; and (b) new members of the Administrators' bargaining unit anywhere between eighty-five percent (85%) and one hundred percent (100%) of the full salary of the maximum step for the position (with progression to one hundred percent (100%) of the full salary no later than four (4) years in equal percentage increases over such time period (i.e. 85%, 90%, 95% and 100%)).

A current bargaining unit member who is involuntarily transferred to a bargaining unit position with a lower salary shall receive his/her then current salary for the remainder of the contract year. After such contract year, the current bargaining unit member who is involuntary transferred to a lower paying bargaining unit position shall receive one hundred percent (100%) of the full salary of the new position.

**Ph.D./Ed.D. Stipend**

An administrator who holds a Ph.D. or Ed.D. shall receive a one thousand dollar (\$1,000.00) annual stipend (to be paid on a bi-weekly basis)

**District Test Coordinator Stipend:**

The District Test Coordinators shall be paid an aggregate of a three thousand dollars (\$3,000.00) annual stipend (to be paid in a lump sum) (one thousand five hundred dollars (\$1,500.00) (high school)/seven hundred fifty dollars (\$750.00) (middle school)/seven hundred fifty dollars (\$750.00) (middle school).

The District Test Coordinator position will be posted and will be filled in accordance with the provisions of Section 3.1 of the Agreement.