

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BOARD OF EDUCATION FOR REGIONAL SCHOOL DISTRICT
NO. 10
AND
THE REGION 10 ADMINISTRATORS' ASSOCIATION**

July 1, 2019 – June 30, 2022

RECEIVED FOR RECORD AT HARWINTON CT
ON 12-13-2018 AT 10:10 AM
ATTEST NANCY E. ELDRIDGE TOWN CLERK

ARTICLE 1 - RECOGNITION

The Regional School District No. 10 Board of Education recognizes the Regional School District 10 Administrators' Association as the exclusive bargaining representative for the group of certified professional employees not excluded from the purview of sections 10-153a to 10-153n, inclusive, employed by the Board of Education in positions requiring an Intermediate Administrator or Supervisor certificate or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee, excluding the Assistant Superintendent for Curriculum and Instruction.

ARTICLE 2 - 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 3 - AMENDMENT

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

ARTICLE 4 - WORKING CONDITIONS

A. Work Year

If, during the term of this Contract, the Board intends to make a unilateral change in hours of employment such that the Administrators' Association would be lawfully entitled to demand impact negotiations, the Board shall negotiate with the Administrators' Association concerning the impact of such change. The current work year for full time, full year members of the Association is two hundred and twenty (220) days. If, after having worked two hundred and twenty (220) days, any administrator is required to work beyond two hundred and twenty (220) days, the administrator will be paid his/her per diem for each such day.

B. Professional Improvement

Certified professional personnel covered by this agreement, will be granted reimbursement for advanced study, including professional activities such as institutes, seminars, graduate courses, and conferences, up to \$2,000.00 per year per administrator provided that prior approval has been granted by the Superintendent of Schools. A certificate of satisfactory (B or higher) completion for course work or approval of activities will be required to receive reimbursements.

C. Travel Reimbursement

Administrators who use their own cars with prior approval on official school business will be reimbursed at the I.R.S. rate.

ARTICLE 5 - LEAVES

A. Sick Leave

- a. Administrators will be granted 18 days sick time per year cumulative to a maximum of the equivalent of 220 full work days.
- b. The Superintendent or his or her designee may, at his or her sole discretion, extend sick leave. Any decision of the Superintendent or his or her designee regarding extension of sick leave shall be final, and shall not be subject to the grievance procedure.

B. Personal Leave

1. Each employee shall be permitted three (3) personal leave days per year, without deduction from sick leave accumulation, for which documentation or verification may be required, for any of the following circumstances in which absence from service is necessary and unavoidable:
 - a. Leave for death of a friend or a non-listed relative.
 - b. Attendance in court under subpoena or summons or participation in a legal proceeding which cannot be scheduled outside of school hours.
 - c. Personal business which requires the attendance of the administrator and which cannot be scheduled outside of school hours subject to approval of the Superintendent of Schools and not to be unreasonably withheld. Such leave may not be taken on the day before or day after a school holiday or vacation.
 - d. To address the needs of serious illness of the administrator's immediate family. The "immediate family" includes the spouse of the administrator and the parents, child, brother, sister, grandparent or grandchild of the administrator or of his/her spouse. Any relative of the administrator or of his/her spouse who is domiciled in the administrator's household would also qualify as an immediate family member for this purpose. This leave shall be available regardless of whether or not the family or household member's health condition qualifies as a serious health condition pursuant to the Family and Medical Leave Act.
 - e. Other emergency situations where absence from service is necessary and unavoidable.
2. In addition to the aforementioned three (3) personal leave days, an administrator will be granted leave for death in the family based on the following: five (5) additional

days for death of a spouse or child; four (4) days for parent; two (2) days for brother, sister, father-in-law, mother-in-law, grandparents; and one (1) day for sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, member of immediate household.

3. Extended Maternity & Family Related Leaves

a. Administrators applying for extended maternity and family-related leave shall notify the Superintendent in writing on or before April 1 if she/he wishes to return to administrative duties at the beginning of the next school year commencing July 1.

b. If any administrator requests childrearing leave after April 1 and requests leave only for the remainder of that fiscal year, he or she must make request to return to active employment at the same time that leave request is submitted.

C. Vacation

Administrators may take up to three (3) non-work days when school is in session with the prior approval of the Superintendent. Such requests will only be approved with adequate coverage of building and duties in place. Administrators may schedule non-work days on any day when school is not in session.

ARTICLE 6 - COMPENSATION

A. Salary Placement

Newly appointed administrators shall be placed on step at the discretion of the Superintendent, giving consideration to such factors as education and experience.

B. Salary Schedules 2019-2022; Pages 13 - 15.

ARTICLE 7 - STIPENDS

A. Doctorate Stipend

Administrators who hold a doctorate will receive an additional \$1500.00 over base salary per year beginning in the year following receipt of the degree. The doctorate is defined as an earned Professional Diploma (Ph.D., Ed.D., Psy. D. or J.D.) received from an accredited university at the completion of a doctoral program.

B. Longevity Stipend

Administrators hired prior to July 1, 2013 who have served in Region 10 for 10 years and have a total of twenty-five years administrative/teaching experience will receive an additional \$1000.00 over base salary per year.

C. Longevity Retirement Notification

An administrator hired prior to July 1, 2013 who has completed a minimum of 10 years of administrative experience in Region #10 and who notifies the Superintendent by June 30 of the year before retirement of his/her intent to retire during the following year, he/she will receive a one-time payment of \$5,000 to be distributed in 26 equal payments in the last year of employment.

D. Annuity

Administrators hired prior to July 1, 2013, including part-time administrators, shall receive an elective tax sheltered annuity (prorated for part-time) each year, which corresponds to the step of the salary schedule, at which the administrator is paid each year, as set forth in Appendix A. Administrators hired before July 1, 2013 will be eligible for the annuity step that corresponds to their salary schedule step. All administrators hired after June 30, 2013, not on the top step, shall receive a flat \$3,000 annuity, prorated for part-time employees. All such administrators on the top step shall receive a flat \$3,500 annuity in 2019-20, which increases to \$4,000 in 2020-21 and which increases again to \$4,500 in 2021-22. Administrators hired before July 1, 2013 will continue to receive the amount that corresponds to their salary schedule step except that if the flat annuity amount at the top step exceeds the other amount, the higher flat annuity amount will be paid.

ARTICLE 8 - BENEFITS

1. MEDICAL INSURANCE

- A. The District will provide insurance benefits to administrators and their eligible dependents on a Board-Administrator premium share basis.
- 1) In order to participate in coverage, an administrator shall execute a payroll deduction form.
 - 2) The Business Office shall provide an open enrollment period for adjustment annually between May 15 and June 30. This open enrollment period will meet IRS requirements.
 - 3) Information on the specific terms and conditions for the plan listed below can be found in the certificate offered by the carrier.

B. CONNECTICARE HSA High Deductible Health Insurance Plan, the Base Plan:

Administrators under this plan shall pay sixteen percent (16%) of the Board's actual premium cost of the plan in 2019-20, seventeen percent (17%) in 2020-21, and eighteen percent (18%) in 2021-22.

- a) The plan shall have an annual deductible of \$3,000/individual and \$6,000/two-person or family and such other features as are reflected in the Summary of Benefits attached hereto as Appendix B.
 - b) Administrators selecting this plan shall pay, in addition to the premium cost share set forth above, the full cost of covered procedures, visits, prescriptions and/or items until the applicable deductibles have been met. Certain preventative care visits are excluded from deductible requirements.
 - c) Health Savings Account (HSA): The Board shall pay \$625 each year toward the individual deductible and \$1,250 toward the two-person/family deductible.
 - d) The HDHP plan will have a Rx co-pay of \$5/\$25/\$40, after the annual deductible is met.
 - e) Health Reimbursement Arrangement (HRA): The Region 10 Board of Education will establish a Health Reimbursement Arrangement ("HRA") for any employee, ineligible for the HSA. The employer's obligation under the HRA will be equivalent to its obligation to fund the HSA.
- C. All plans contain cost containment requirements. Administrators who fail to follow the cost containment procedures will be subject to out-of-pocket expenses.
- D. Any administrator who at the beginning of the school year, elects in writing not to participate in health insurance plans provided by the Board of Education shall receive, in lieu thereof, \$250 if the insurance was single coverage, \$500 if the insurance was for a couple, and \$1,000 if the insurance was for a family. Payments to be made in December and June of each school year. It is understood that this benefit can only be implemented to the extent permitted by the cost to the Board.

2. DENTAL

- a. A full service dental plan plus Rider A (additional Basic Benefits) is provided for administrators and their families. The Premium cost share for the dental plan shall be the same as the premium cost share for the health care plan.
- b. The District will provide a copy of the policy outlining specific terms and conditions upon entry into the program. The annual maximum benefit is \$2,000.

3. LIFE INSURANCE

- a. Term Life Insurance and Accidental Death and Dismemberment is provided in the amount of two times the individual administrator's annual base salary, rounded off to the nearest thousand dollars.

4. LONG TERM DISABILITY BENEFITS

- a. Provided for administrators is a long-term disability plan. The plan includes:
 - 1) Monthly disability income equal to the lower of 66 2/3% of pre-disability earnings (administrator's basic monthly earnings less income from other sources), or \$6,600, as permitted by the insurance carrier's policy;
 - 2) Coverage to begin after the later of six months disability or the day of exhaustion of sick leave.
- b. Specific terms and conditions may be found in policy issued by carrier.

5. CHANGE OF CARRIER

- 1. The Board of Education reserves the right to change any insurance carrier at any time so long as it gives prior notice to the Association and so long as the insurance coverage under the substituted insurance carrier's policy is substantially equivalent to or better than the coverage under the policy then in effect. The substantially equivalent to or better than standard shall be applied on program-wide analysis, including network, and shall not be benefit specific. Once the Association is notified that the Board intends to change insurance carriers, the Association has fifteen (15) days to examine the new insurance carrier's policy.
 - a. If the Association feels that the coverage under the new policy is not essentially equivalent to the policy in effect, it must object to the change, in writing, during that fifteen (15) days.
 - b. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association.
 - 1) The arbitrator will be asked to decide the following question: Is the insurance coverage under the substitute insurance carrier's policy essentially equivalent to the insurance coverage under the policy currently in effect?
 - 2) The arbitrator must render his decision within thirty (30) days. All references herein to days shall mean calendar days.
 - 3) The arbitrator will accept revisions to the initial draft of the substitute insurance carrier's policy up to and including the final day of any hearing held to compare

the incumbent insurance carrier's policy with the substituted insurance carrier's policy.

- c. In the situation where a complaint has been lodged by the Association, the Board will not change to the new insurance carrier until an agreement has been reached or until an arbitrator has decided that the insurance coverage under the substitute insurance carrier's policy is essentially equivalent to the insurance coverage under the policy currently in effect.

ARTICLE 9 - GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. A "grievance" shall be defined as a complaint by an administrator that there has been a violation, a misinterpretation or misapplication of a specific provision or provisions of this Agreement, or of any failure to follow established procedures of the evaluation program, except any matter which, by law is specifically prohibited from being administered under the grievance procedure. Grievances regarding failure to follow established procedures of the evaluation program shall proceed to arbitration on an advisory basis only.
2. A "grievant" shall mean any administrator or group of administrators directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then filed a grievance.
3. The term "days" shall be defined as work days, excluding the months of July and August,

C. Procedure

Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Superintendent of Schools and the grievant provided such agreement is in writing and is signed.

1. Level I – Informal Procedure

Prior to filing a complaint, the grievant may discuss the situation with the Superintendent of Schools in an attempt to informally resolve the situation.

In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level I, or in the event that no decision has been rendered within five (5) school days after the expiration of any extension of time, the written grievance may be filed with the Association within five (5) school days thereafter. The decision of whether to process the grievance any further is that of the Association only.

2. Level II – Superintendent of Schools

Within ten (10) days after receiving the written grievance, the Superintendent or his/her designee shall meet with the Association and grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent shall render his decision in writing. If for any reason the Superintendent does not render his decision in writing within ten (10) days after the meeting, or if the decision is rendered and the Association wishes to appeal, the Association may appeal to Level III.

3. Level III – Board of Education

- a) In the event that the Association is not satisfied with the disposition of the grievance at Level II or in the event no decision has been rendered within ten (10) days after meeting with the Superintendent, the Association shall file the grievance in writing with the Board of Education.
- b) The Board, at its next regularly scheduled meeting or within seven (7) days after the receipt of the grievance, whichever is later, shall meet with the Association and the grievant for the purpose of resolving the grievance.

4. Level IV – Binding Arbitration

- a) If the Association is not satisfied with the disposition of the grievance at Level III, they may, within five (5) days after the decision, request in writing to the Board of Education that the grievance be submitted to arbitration.
- b) If the Association decides to submit the grievance to arbitration, it shall notify the Board in writing.

Within ten (10) days of notification, the Board and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time period specified, a request for a list of arbitrators shall be made to the American Arbitration Association by both parties and they shall be bound by the rules and

procedures of the American Arbitration Association in the selection of an Arbitrator.

- c) The Arbitrator so selected shall confer promptly with representatives of the Board and the Association, shall hold hearings with the aggrieved person and such other parties in interest as he shall deem requisite and, unless extended by mutual agreement, shall issue his decision after the date of the closing of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.
- d) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole responsibility of the Arbitrator shall be to determine whether the terms of this Agreement have been misapplied or misinterpreted, and to determine what if any remedy is to be imposed, and the Arbitrator shall have no power or authority to make any decision which violates, modifies, or amends any then-established terms of this Agreement.
- e) The decision of the Arbitrator shall be rendered to the Board and to the Association and shall be binding upon both parties unless the same is contrary to law.
- f) The costs for the services of the Arbitrator including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.
- g) Arbitration of grievances regarding procedural violations of the evaluation process shall be advisory only.

D. 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. Any grievance not processed within the time limits set for each level of the grievance procedure in this article shall be deemed to have been waived.
- 3. No reprisals of any kind shall be taken by the Board or by any member of the administration or by the association of members of the unit against anyone by reason of participation in the grievance procedure or support of any participant hereto.
- 4. At all levels of the grievance procedure, the aggrieved party shall have the right to Region #10 Administrators Association representation.
- 5. Any grievance must be brought in writing to the Superintendent within twenty (20) days after the grievant knew or should have known of the alleged violation, misinterpretation or misapplication of this agreement.

ARTICLE 10 - REDUCTION IN FORCE PROCEDURE

SECTION A

The parties recognize that the Board may from time to time eliminate administrative positions and the parties recognize that such a decision is within the discretion and prerogative of the Board of Education.

SECTION B

In the event that a decision is made, the Board agrees to make reasonable efforts to retain the affected administrator(s) with the Region 10 school system as follows:

1. If there exists another equivalent or subordinate position in an area represented by the Association and such position is vacant on the same or lower school level and the affected administrator is certified and qualified to fill such available position, he/she shall be assigned to said position (firstly, on the same level, and, secondly, on a lower level).
2. If a reduction in staff requires the release of an administrator, a tenured administrator will bump a non-tenured administrator if qualified for that position. If two administrators are tenured then the more qualified is entitled to the position. Where qualifications are equal as reasonably determined by the Superintendent, the most senior administrator will be retained. Note: The term qualified above includes the administrators' objective evaluations, experiences as a teacher and/or administrator, any special skills, training, education background and certification.
3. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position subject to the Reduction in Force provision of the Region 10 Education Association's contract with the Board of Education of Regional School District #10.
4. In the event that an administrator can not be assigned to a position following the elimination of his/her position under either step 1 or 2 above, the administrator shall be entitled to recall for a maximum period of two (2) years commencing with the last day of employment, regardless of whether or not he or she accepts a teaching position pursuant to step 3 above. During such layoff period, the administrator shall be entitled to another equivalent or subordinate position on the same school level covered by the Region 10 Administrators' Association which becomes open. The administrator shall also be given preference over other candidates with relatively equal qualifications for positions that may become available at another school level. It is the obligation of the individual administrator to keep the Superintendent fully apprised of his/her current mailing address. Any obligation the Board shall have under this Article shall be fully discharged by transmitting a letter by certified mail to the last address of the laid off administrator appearing on current records maintained by the Superintendent notifying said administrator of a position and granting said

administrator a period of time as set forth in the notification letter to apply for said position.

5. In the event that an administrator is displaced to an administrative classification with a salary lower than that which he or she previously enjoyed for reasons unrelated to performance, or to a teaching positions for reasons unrelated to performance, such administrator's salary shall remain at the level applicable prior to displacement for a period of one hundred and twenty (120) calendar days.
6. An administrator to be laid off may not refuse assignment, in any available administrative position at the same school level, as set forth in step 1 above, or any available administrative position at a different school level. If any such position is available at the time of layoff, said administrator must accept such position or forfeit completely all layoff and recall rights. The inverse shall be true with respect to recall from layoff and the Board shall not have any obligation to offer a laid off administrator recall to any available position more than one time. Before such release takes place the administrator shall be eligible for a teaching position in conformity with the reduction-in-force language in the Agreement with Region 10 Teachers Association.
7. Under no circumstances shall the Board be required to promote or transfer any administrator in the event of a reduction in staff or to continue unchanged the salary level of any administrator who is transferred or reassigned to another position in the school system or to upgrade a part-time administrative position to a greater or full-time position. An administrator terminated due to reduction in force, with at least one year's administrative service in Region 10, will have his/her health insurance coverage maintained as an active employee for a period not to exceed six months or until the administrator is re-employed, whichever comes sooner.
8. Any and all termination of employment of members of the bargaining unit shall take place solely and exclusively under applicable provisions of Section 10-151 of the Connecticut General Statutes. No such termination shall in any way be the subject of a grievance proceeding under the grievance procedure set forth in this contract.
9. Level shall be defined as follows:
 - a. High School Principal
 - b. Middle School Principal
 - c. Director of Student Support Services
 - d. Elementary Principal
 - e. High School Associate Principal
 - f. Middle School Associate Principal

ARTICLE 11 - JUST CAUSE

No administrator will be disciplined without just cause.

1. For the purposes of this Article the lowest level of discipline for which just cause applies is a written reprimand.
2. Termination and nonrenewal proceedings will not be subject to this provision or to the grievance and arbitration provisions of this Agreement.

2019-2020 Administrator Salary Schedule:

| <u>POSITION/STEPS</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| High School Principal | \$144,612 | \$148,225 | \$151,932 | \$154,208 | \$159,128 |
| Middle School Principal/ Director of Student Support Services | 140,664 | 144,181 | 147,787 | 150,003 | 154,779 |
| Elementary Principal | 135,058 | 138,438 | 141,899 | 144,028 | 148,612 |
| High School Associate Principal | 129,550 | 132,786 | 135,758 | 138,149 | 142,548 |
| Middle School Associate Principal | 124,469 | 125,577 | 130,769 | 132,731 | 136,965 |

2020-2021 Administrator Salary Schedule:

| <u>POSITION/STEPS</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| High School Principal | \$146,781 | \$150,448 | \$154,211 | \$156,521 | \$161,515 |
| Middle School Principal/ Director of Student Support Services | 142,774 | 146,344 | 150,004 | 152,253 | 157,101 |
| Elementary Principal | 137,084 | 140,515 | 144,027 | 146,188 | 150,841 |
| High School Associate Principal | 131,493 | 134,778 | 137,794 | 140,221 | 144,686 |
| Middle School Associate Principal | 126,336 | 129,491 | 132,731 | 134,722 | 139,019 |

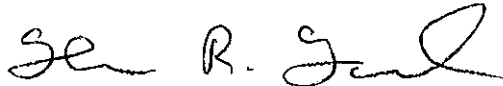
2021-2022 Administrator Salary Schedule:

| <u>POSITION/STEPS</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| High School Principal | \$149,717 | \$153,457 | \$157,295 | \$159,652 | \$164,745 |
| Middle School Principal/ Director of Student Support Services | 145,629 | 149,271 | 153,004 | 155,298 | 160,243 |
| Elementary Principal | 139,826 | 143,325 | 146,908 | 149,112 | 153,858 |
| High School Associate Principal | 134,123 | 137,473 | 140,550 | 143,026 | 147,580 |
| Middle School Associate Principal | 128,863 | 132,080 | 135,385 | 137,416 | 141,800 |

ARTICLE 12 - DURATION

The provisions of this Agreement shall be effective as of July 1, 2019 and shall continue and remain in full force and effect through and including June 30, 2022.

REGIONAL DISTRICT 10 BOARD OF EDUCATION



Chairperson, Board of Education

12/13/18

Date

REGIONAL DISTRICT 10 ADMINISTRATORS' ASSOCIATION



President, Administrator's Association

12/13/18

Date

APPENDIX A

Administrator Annuity Schedule

| <u>POSITION/STEPS</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| High School Principal | \$3,920 | \$4,018 | \$4,118 | \$4,180 | \$4,249 |
| Middle School Principal/ Dir. of Student Support Services | 3,813 | 3,908 | 4,006 | 4,066 | 4,133 |
| Elementary Principal | 3,661 | 3,752 | 3,846 | 3,904 | 3,968 |
| High School Associate Principal | 3,512 | 3,599 | 3,680 | 3,745 | 3,806 |
| Middle School Associate Principal | 3,374 | 3,458 | 3,545 | 3,598 | 3,657 |

Administrators hired before July 1, 2013 will be eligible for the annuity step that corresponds to their salary schedule step. All administrators hired after June 30, 2013, not on the top step, shall receive a flat \$3,000 annuity, prorated for part-time employees; all such administrators on the top step shall receive a flat \$3,500 annuity in 2019-20, which increases to \$4,000 in 2020-21 and which increases again to \$4,500 in 2021-22. Administrators hired before July 1, 2013 will continue to receive the annuity that corresponds to their salary schedule step, except that if the flat annuity amount at the top step exceeds the other amount, the higher flat annuity will be paid.