

AGREEMENT

BETWEEN

**REGIONAL SCHOOL DISTRICT 13
BOARD OF EDUCATION**

AND

**REGIONAL DISTRICT 13
ADMINISTRATORS' ASSOCIATION**

JULY 1, 2018 – JUNE 30, 2021

November 1, 2017
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ARTICLE 1
INTRODUCTION

This agreement is made by and between the Regional District 13 Board of Education (hereinafter referred to as the "Board") and the Regional District 13 Association of School Administrators (hereinafter referred to as the "Association") jointly referred to as the "parties".

The following items have been agreed upon as acceptable terms of employment by the Board and Association.

ARTICLE 2
RECOGNITION

The Board of Education recognizes the Association named above as the exclusive collective bargaining agent for those certified administrative personnel included in the administrators' bargaining unit as defined in §10-153b of the General Statutes.

ARTICLE 3
PROFESSIONAL NEGOTIATIONS

The Board and the Association agree to negotiate in good faith pursuant to §§10-153a through 10-153g of the Connecticut General Statutes as amended in accordance with the procedures as set forth herein to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 – Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise regarding alleged violations, misinterpretations, and misapplications of the specific terms of this agreement. Both parties agree that proceedings shall be kept as confidential as is appropriate.

4.2 – Definitions

- A. "Grievance" shall mean a claim based upon an alleged violation, misinterpretation or misapplication of a specific term or terms of this agreement to the detriment of an administrator or administrators.
- B. "Administrator" shall mean a certificated professional employee and may include a group of administrators similarly affected by a grievance.
- C. "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 must be taken in order to resolve the problem.

D. "Days" shall mean weekdays.

4.3 – Time Limits

- A. Since it is important that grievances shall 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.
- B. If an administrator does not file a grievance in writing twenty (20) days after he or she knew or should have known of the act or conditions in which the grievance is based, then the grievance shall be considered to have been waived.
- C. 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.

4.4 – Informal Procedures

- A. If an administrator has a grievance, he or she may first discuss the matter with the superintendent in an effort to resolve the problem informally.
- B. If the administrator is not satisfied with such disposition of the matter, he or she shall have the Association assist him or her in further efforts to resolve the problem informally with the superintendent.

4.5 – Formal Procedure

The administrator shall have the right to have the representation and assistance of the Association at all levels in this grievance procedure. The Association shall have observers present at all levels in this procedure.

Level One – Superintendent

- 1. If an aggrieved administrator is not satisfied with the outcome of the informal procedures, or has elected not to utilize such procedures, the administrator may file a written grievance with the superintendent.
- 2. The superintendent shall, within five (5) days after receipt of the written grievance, render a decision and the reasons therefore in writing to the aggrieved administrator with a copy to the Association.

Level Two – Board of Education

1. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, through the Association, within thirteen (13) days after receipt of the decision, refer the grievance to the Board of Education.
2. The Board of Education or a committee thereof, shall, within fifteen (15) days after the receipt of the referral, meet with the aggrieved administrator and with representatives of the Association for the purpose of resolving the grievance. When the Board designates a committee to consider the grievance, the Board Committee shall consist of three (3) members.
3. The Board of Education or a committee (of three) thereof, shall, within five (5) days after the meeting, render a decision and the reasons therefore in writing to the aggrieved administrator, with a copy to the Association.

Level Three – Arbitration

1. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level Two, he or she may, within three (3) days after the decision, or within six (6) days after the Board meeting, whichever is less, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
2. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
3. The Chair of the Board of Education and the President of the Association shall, within five (5) days after such written notice jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the Alternative Dispute Resolution Center (“ADRC”) shall immediately be called upon to select the single arbitrator.
4. The arbitrator selected shall confer promptly with representatives of the Board and the Association, and shall review the record of prior hearings, and shall hold such further hearings with the aggrieved administrator and other parties in interest as are deemed required.
5. The arbitrator shall, within thirty (30) days after the conclusion of the hearing(s), render a decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.
6. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.
7. The arbitrator shall have no power to amend, add to, or delete from any of the specific terms of this agreement.

4.6 – Rights of Administrators to Representation

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.

Any party in interest may be represented at Level One and Two of the formal grievance procedure by a person of his or her own choosing, except that the party may not be represented by a representative or by an officer of any administrative organization other than the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the procedure.

4.7 – Miscellaneous

All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances, and other necessary documents, shall be made available through the Association so as to facilitate operation of the grievance procedure.

ARTICLE 5 **DESCRIPTION OF WORK YEAR**

All District 13 Administrators are 12-month administrators.

ARTICLE 6 **VACATIONS**

- A. 12-month administrators will be entitled to twenty-five (25) vacation days each fiscal year. 12-month administrators shall notify the superintendent in writing sixty (60) days in advance of taking vacation time except in cases of short term periods (i.e. less than three days). In the latter cases, the administrators must notify the superintendent as soon as possible prior to taking the vacation time. In the event an administrator is required to work on a legal holiday, he/she shall be given compensation time off at a time mutually agreeable to the superintendent and the administrator but no later than thirty (30) days from the holiday.

All vacation time must be approved in advance by the superintendent.

- B. Administrators Hired Prior to June 30, 1998:

All administrators hired prior to July 1, 1998, shall maintain their accumulation (as of June 30, 1998) beyond thirty (30) days but shall not accumulate additional days. Such administrators may "draw down" accumulated vacation days during the course of their employment or be paid for the unused accumulated vacation days up to the remainder of the accumulation (June 30, 1998) at the rate noted below at the time of severance

from employment. After reaching thirty (30) days of accumulated vacation days, no administrator shall accumulate additional days until such accumulated days drop below thirty (30) days, and then vacation days may be accumulated to a maximum of thirty (30) days. Notwithstanding A above, new vacation days effective July 1, shall be prorated for purposes of severance payment based on the number of days worked over 235 in the fiscal year that the administrator leaves employment (e.g. if the administrator works 90 days, then his/her entitlement is $90/235 \times 25$ days).

Administrators Hired between July 1, 1998 and June 30, 2001:

For all 12-month administrators hired between July 1, 1998 and June 30, 2001, vacation days may be accumulated to a maximum of thirty (30) days.

Administrators Hired between July 1, 2001 and June 30, 2004:

12-month administrators hired between July 1, 2001 and June 30, 2004 shall be permitted to accumulate vacation to a maximum of 25 days. All provisions of paragraph B apply but at a maximum of 25 days.

Administrators Hired after July 1, 2004:

Twelve month administrators hired after July 1, 2004 may not accumulate vacation days.

- C. Reimbursement for accumulated unused vacation days shall be at the rate of $1/235^{\text{th}}$ of the administrator's annual salary and payable upon separation from the district, unless the administrator's contract of employment with the district is terminated pursuant to Section 10-151 of the Connecticut General Statutes.
- D. If, in extraordinary circumstances, the superintendent requires an administrator to work beyond the administrator's work year, 12-month administrators shall be paid $1/235^{\text{th}}$ of his/her annual salary for each day worked beyond his/her work year or will be allowed to accumulate vacation days beyond the above-noted limits, at the discretion of the superintendent.
- E. While vacation days shall be credited to employees' accounts on July 1st of each contract year, vacation days shall be considered to be earned pro-rata on a month to month basis over the scheduled work year. In the event that an administrator retires or resigns from employment during a contract year, the administrator agrees to reimburse the Board for any vacation days or portion thereof which have been taken but have not been earned in accordance with this provision, and agrees to authorize the Board to withhold from salary such amounts as are necessary to reimburse the Board of Education for the use of such unearned vacation days.
- F. Administrators may carry over ten (10) vacation days per year, provided that carried over days must be used prior to the first day of the student school year. Any unused vacation days remaining as of the first day of the student school year shall be forfeited.

- G. Subject to the sole discretion of the superintendent of schools, administrators may work from home when school is closed due to inclement weather. Vacation time shall not be charged in such instances.

ARTICLE 7 **PROTECTION**

- A. Administrators shall report immediately in writing to the superintendent all cases of assault 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 which related to the incident or the persons involved.
- C. Administrators shall be indemnified and "saved harmless" in accordance with Sections 10-235 and 10-236a of the Connecticut General Statutes as amended, except in the case of wanton, reckless or malicious conduct.
- D. Whenever an administrator is absent from school as a result of personal injury caused by an assault arising out of or in the course of his or her employment, full salary shall be paid for the period of such absence without having such absence charged to annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any workmen's compensation award for temporary disability due to the said assault, injury for the period for which such salary is paid. The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing duties.

ARTICLE 8 **REDUCTION IN FORCE**

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate administrative positions consistent with the provisions of the state statutes.

Elimination of administration positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board of Education.

8.1 – Definition

As used herein, the term "days" shall mean calendar days.

As used herein, the term "administrator" shall apply to any employee of the Board of Education who holds a certificate issued by the Connecticut State Board of Education, is employed in an administrative position below the rank of superintendent, and who is

included in the "administrators' unit" as defined in Section 10-153b(a) of the Connecticut General Statutes.

8.2 – Procedure

- A. Prior to commencing action to terminate administrative contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
1. Voluntary retirements
 2. Voluntary resignations
 3. Transfer of existing staff members
 4. Voluntary leave of absence
- B. A contract of employment may be terminated if a position is eliminated, but only if there is no other position for which that administrator is certified and qualified available in the school system. Determination of those to be released shall be as follows:
- C. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening, if one exists, in his/her classification for which he/she is certified and qualified.
- D. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification, provided he/she is certified and qualified for the position.
- E. If there is no existing administrative opening in his/her classification and the displaced administrator has the least seniority in his/her present classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified provided, however, such appointment does not constitute a promotion to a higher classification.
- F. If there are no existing administrative openings in any administrative classification, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position, provided, however, such appointment does not constitute a promotion to a higher classification.
- G. 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 Regional School District 13 Education Association's contract with the Regional School District 13 Board of Education.
- H. If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she will be given the experience

credit on the salary schedule according to the teacher's contract for his/her total accumulated administrative and teaching experience within the school system and shall retain all accumulated sick leave, providing the latter does not violate the teacher's contract or pertinent state statutes.

- I. Any administrator who has been displaced as aforesaid shall be placed on a reappointment list for two (2) years for his/her former administrative position, and shall remain thereon until reappointed, provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified according to their administrative seniority in the Regional School District 13 School System. If a reappointment is offered consistent with the above and is refused by the administrator, he/she shall thereupon be removed from the reappointment list.
- J. For purposes of this Article, administrative classifications shall be as follows:
 - High School Principal
 - Directors
 - Middle School Principal
 - Elementary School Principal
 - High School Assistant Principal
- K. The superintendent of schools shall determine whether an administrator is qualified under this Article provided that his/her decision shall not be unreasonable. A decision that is not unreasonable shall be upheld. Decisions of termination from the unit are not subject to the grievance procedure.
- L. In the event an administrator is displaced to an administrative classification or teaching position with a salary schedule lower than that which the displaced administrator would have enjoyed, such administrative salary shall not be reduced for a period of one (1) school year, providing that the superintendent shall have the right to assign additional work days to the displaced administrator up to the amount representing the difference in the displaced administrator's prior administrative work year and the displaced administrator's current work year.

ARTICLE 9

GENERAL LEAVE

- A. At the discretion of the superintendent, the superintendent may permit members of the professional staff to take leave with or without pay not to exceed one school year for reasons including further study or travel. Upon completion of such leave the administrator will be returned to that assignment which he or she vacated, or to an equivalent position. Upon return, the administrator who was on leave shall be reinstated at the salary level and with the benefits to which he/she would have been entitled had his/her employment by the Board not been interrupted by the leave.
- B. Other extended leaves (i.e. rest, restoration of health, etc.), with or without pay, may be granted at the discretion of the superintendent. When such leave is granted, the

administrator will be returned to the assignment which he or she vacated, or to an equivalent position. Upon the administrator's return, the salary level and benefits will be those accrued and earned prior to the year's leave of absence.

- C. An administrator on a general leave who fails to give notice of his/her intent to return from such leave on or before the March 1st preceding the date scheduled for his or her return, or who has failed to secure an extension of said leave, shall be considered to have resigned his or her employment.

ARTICLE 10

PERSONAL LEAVE

- A. Leaves of absence with pay and not chargeable against the administrator's sick leave allowance shall be granted for up to a total of five (5) days per year for such "events" as weddings, family or member of bridal party, birth of a child by spouse, attendance at a college graduation (self, son, daughter, spouse), court appearances when subpoenaed as a witness (to the extent not otherwise reimbursed) and other personal reasons approved by the superintendent. Administrators shall be allowed three (3) of these personal days for sensitive necessary private, personal business. Such absences shall not directly precede or follow a school vacation or holiday.
- B. Application for any personal leave shall be made to the superintendent at least twenty-four (24) hours before taking such leave (except in the case of emergencies) and such leave shall be granted, except in cases of extreme hardship or disability to the school system, on the basis of application. The superintendent shall reply within twenty-four (24) hours.
- C. Administrators shall have the right to appeal to the Board any decision by the superintendent through the accepted grievance procedure.
- D. Leave may be granted without pay at the appropriate per diem rate.

10.1 – Family and Medical Leave Act

The types of leaves in this contract that are covered under the Family and Medical Leave Act shall run concurrently with any leave entitlement under that Act.

10.2 – Reduction in Force

Any administrator returning from any leave granted under this contract is subject to the terms of the Reduction in Force Article of this agreement.

10.3 – Bereavement Leave

Leaves of absence with pay and not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:

- A. A maximum of five (5) days per school year for death in the immediate family (immediate family is defined as including a parent, brother or sister, spouse, son or daughter, or any other person who, preceding such death, has been a member of the same household as the administrator).
- B. One (1) day per school year for death in the extended family (extended family is defined as including parents-in-law, brothers-in-law, sisters-in-law, grandparents, nieces, nephews, aunts or uncles).
- C. The superintendent may grant such additional bereavement leave, with or without pay, as deemed appropriate at the discretion of the superintendent.

10.4 – Religious Holiday Leave

Leaves of absence with pay and not chargeable against the administrator's sick leave allowance shall be granted for:

Up to a total of three (3) days per year for major religious holidays not in the school calendar.

**ARTICLE 11
SICK LEAVE**

- A. Administrators will be entitled to sick leave with full pay up to fifteen (15) working days each year. Unused sick leave shall be accumulated from year to year as long as the administrator remains in the service of the Board.

Administrators hired on or after July 1, 1998 shall only accumulate sick days equal to the number of days in their work year.

- B. A medical certificate may be requested for sick leave if the administrator's absence from duty recurs frequently or, in judgment of the superintendent, evidence indicates reasonable cause for requiring such a certificate.
- C. The Board of Education does not pay for unused sick leave upon severance of employment.

**ARTICLE 12
PARENTHOOD LEAVES**

12.1 – Pregnancy and Childbirth Leave

- A. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in §10-156 of the Connecticut General Statutes).
- B. Accumulated sick leave shall be available for use during periods of such disability.

- C. Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female administrator is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
- D. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other disabilities.
- E. Pregnancy or childbirth shall not be the basis of termination of employment or compulsory resignation.

12.2 – Childrearing Leave

Any certified professional administrator shall be entitled upon written request submitted to the superintendent prior to adoption, or thirty (30) days prior to either the last day of work or the commencing of childbirth disability leave in any school year, to one of the following two (2) options:

- 1. The administrator may elect disability leave as outlined in section 12.1, subsection B, C, D, and E of this article with no additional leave.
- 2. The administrator may elect long-term childrearing leave for the remaining portion of a school year in which a child is born or adopted and, for one additional school year if requested. The length of childrearing leave must be declared prior to the taking of such leave. The administrator under this option shall receive an amount equal to fifteen (15) days at the administrator's per diem rate and upon return; the administrator will have restored all benefits that were accrued prior to commencement of said leave. This leave commences with the end of the administrator's last day of work.

ARTICLE 13
SABBATICAL LEAVE

- A. An administrator who has completed seven (7) years of service as an administrator in Regional District 13 may apply for sabbatical leave for purposes of professional development, provided there is benefit to the district.
- B. After review of such applications, the superintendent shall forward the application and his/her recommendations to the Board for consideration. No more than one administrator may be on leave at one time. The Board may approve such sabbatical leave requests in its discretion.
- C. While on sabbatical leave, administrators shall receive all benefits referred to in Schedule B, Insurance Program. Administrators will advance on salary schedule as if

they were continuing to work in District 13. Earned sick leave accumulated will be retained, but not be paid during sabbatical leave.

- D. As a condition to such leave the administrator shall agree to return to, and to continue in the service of the district public schools for a period of at least one year after the expiration of the sabbatical leave except in the case of disability or death. Prior to receipt of the sabbatical stipend, the administrator must execute a demand promissory note in a form satisfactory to the Board. This note shall be voided following the completion of one year of service.
- E. The terms of a sabbatical stipend of at least 50% of the salary will be agreed upon by the administrator, the superintendent and the Board, in writing, prior to the commencement of the leave.

ARTICLE 14

PROFESSIONAL LEAVE/EXPENSES

- A. Administrators may be permitted time to attend recognized educational meetings or outstanding school systems. Arrangements for attendance must be made in advance, and the completed plans approved by the superintendent.
- B. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the superintendent.
- C. With advance approval of the superintendent, any administrator holding office in a professional organization or invited to participate in a program of that organization may be excused from duty because of such obligations.
- D. The Board shall provide each administrator with a district issued cellular telephone and data plan, to be selected by the district.
- E. The Board agrees to reimburse administrators mileage expenses for use of their own automobiles for authorized business of the district. Administrators shall be reimbursed by the Board at the IRS reimbursement rate on vouchers to be submitted by them, in accordance with district procedures.

ARTICLE 15

RETIREMENT DECLARATION INCENTIVE

For administrators hired prior to July 1, 2007, and in recognition of the length of service to Regional School District 13, the Board of Education will pay a retirement benefit. The payment shall be incorporated into the individual's annual salary payment. Should extreme circumstances force a person to retire without giving notice as provided below, application must be made to the superintendent of schools and the Board of Education for a decision by the Board as to whether it will waive the notice requirement and render payment of the

retirement benefit. Administrators hired after July 1, 2007 shall not be eligible for either the full or the partial benefit.

15.1 – Full Payment

Upon an irrevocable declaration of retirement, an administrator with twenty (20) years or more of full time service to District 13 will receive:

A one-year payment of ten percent (10%) of the annual salary of the eligible administrator to be incorporated into the individual's salary during his/her last year of service.

In order to be eligible for this payment, the administrator must make his/her irrevocable declaration of retirement no later than December 31 in the school year prior to the administrator's last year of service.

15.2 – Partial Benefit

Upon an irrevocable declaration of retirement, an administrator with ten (10) years or more of full time service to District 13 will receive a retirement benefit based on a pro-rata amount of the full payment, in accordance with the percentage amounts set forth below:

<u>Years of District 13 Experience</u>	<u>Percentage of Full Benefit</u>
17-19	85%
15-16	70%
10-14	50%

The applicable payment to the eligible administrator will be incorporated into the individual's salary during his/her last year of service.

In order to be eligible for this payment, the administrator must make his/her irrevocable declaration of retirement no later than December 31 in the school year prior to the administrator's last year of service.

ARTICLE 16 **PROFESSIONAL GROWTH**

- A. In an effort to encourage professional growth, the Board agrees to reimburse administrators up to six semester hours per year at the tuition rate charged by the University of Connecticut or the college attended, whichever is less.
- B. In the event that an administrator is unable to utilize this professional growth benefit on an annual basis, the Board shall grant payment for three (3) additional semester hours that following year.
- C. To qualify for reimbursement, courses must have received prior approval of the superintendent. Reimbursement will be made upon submission of completion of the course with a grade of B or better to the superintendent's office in the form of a college

grade report. An administrator having received approval and completing courses during the summer will be reimbursed only if the administrator returns to the district as a contracted administrator in September.

- D. In addition to formal course work, administrators may apply to the superintendent to attend professional development opportunities such as workshops, curriculum studies, conferences etc. When such activities are approved, administrators may be compensated for such services through the professional growth account as set forth herein. When in the judgment of the superintendent, a professional development opportunity would make a meaningful contribution to a more effective performance of the duties to which the administrator is assigned, then reimbursement for such an opportunity may be granted by the superintendent. The Board shall allocate a total amount of Ten Thousand Dollars and No Cents (\$10,000.00) to the professional growth account for reimbursements under this paragraph. Administrators shall substantiate such expenses in accordance with district procedures. Expenses shall be paid within thirty (30) business days of the complete submission of the expense reimbursement documentation.

ARTICLE 17 **JURY DUTY**

Any administrator called for jury duty, who notifies the Board within twenty-four (24) hours, or at the earliest practicable time, and notifies the court of his/her position as an administrator but is not excused, shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

ARTICLE 18 **HEALTH EXAMINATIONS**

Health examinations may be required of each administrator in the district. The school medical advisor, or other qualified physician who may be selected by the district, will make such examination when requested to do so by the Board of Education or when, in such medical advisor's opinion, such examination is necessary for the protection of health. The Board shall pay the costs of such examination. If requested by the administrator, the Board shall provide the administrator with the opportunity to seek a second opinion from a mutually agreed upon physician. The Board shall pay the costs of such second opinion examination.

ARTICLE 19 **CONSULTATION PROCEDURE**

- A. It is recognized by the Board and the Association that all situations and developments could not be anticipated at the time of negotiation of the Agreement. To achieve rapport between the Board and the Association, periodic informal meetings shall be

held between the negotiating groups of each organization as requested by either the Association or the Board.

- B. In the event situations or developments indicate that strict letter of this document cannot be adhered to, and change in the existing Agreement is deemed necessary by the Board or the Association, then in such event, the Board and the Association agree to the following procedure, which shall not be construed to constitute formal bargaining under applicable state statutes:
1. If a proposal is initiated by the Association, it shall be submitted in writing with the request for a meeting to the superintendent who shall acknowledge receipt within three (3) days thereafter and meet with the Association to discuss the proposal within fifteen (15) days thereafter. If, as the result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Association and the superintendent, agreement is reached on the proposal, it shall be presented to the Board as a joint recommendation of the superintendent and the Association. If such discussions do not result in agreement, or if the Association is dissatisfied with the course of discussion, the Association may so notify the Board in writing and shall have the right to present its proposal directly to the Board in a working session not more than one (1) month thereafter.
 2. If the proposal is initiated by the Board or the superintendent, the superintendent shall submit the same in writing to the Association which shall acknowledge receipt within three (3) days thereafter and meet with the superintendent to discuss the proposal within (15) days. Thereafter, the procedure shall be as set forth in paragraph 1.
 3. Any proposal adopted by the Board and initiated or approved by the Association, shall be reduced in writing, signed by the Board and the Association and shall, when appropriate, become an addendum to this Agreement. In any discussions as aforementioned, the Board or the Association may utilize its representatives to participate.
 4. If the parties do not reach agreement through the consultation procedure, this agreement shall remain unchanged. This agreement may not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.
 5. Notwithstanding the foregoing, neither party waives any right it might have at any time to demand midstream bargaining as provided in Section 10-153f(e) Connecticut General Statutes and the foregoing shall not be deemed a pre-condition to the exercise of such right.

ARTICLE 20
AMENDMENT

This 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 21
GENERAL PROVISIONS

- A. 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.
- B. All provisions of the Agreement shall apply equally to all administrators without discrimination in regard to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, gender identity or expression, genetic information, or disability or status as a veteran, except in the case of a bona fide occupational qualification. This section shall not be subject to the grievance procedure.

ARTICLE 22
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 23
DURATION

This agreement shall be effective as of July 1, 2018 and shall continue and remain in full force and effect to and including June 30, 2021.

ARTICLE 24
COMPLETE AGREEMENT CLAUSE

This agreement contains the full and complete agreement between the Board and the Association on all bargainable issues, and neither party shall be required to bargain over any issue whether or not included herein during the life of this Agreement. It supersedes all prior Professional Agreements.

ARTICLE 25
SALARIES

The salaries for each administrative position for each year of this Agreement are set forth in Appendix A attached hereto.

If an administrator is designated by the superintendent to work in an administrative position in a higher salary group than his or her regular group and said administrator works in the designated administrative position for more than twenty-five (25) days, then he/she shall receive pay at the higher salary group pay.

ARTICLE 26
AGENCY SHOP

- A. All administrators employed by the Regional District 13 Board of Education shall, as a condition of continued employment, join the Regional District 13 Administrators' Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
- B. The Regional District 13 Board of Education agrees to deduct from each administrator an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The Association shall, no later than August 1st of each year, give written notice to the Business Office of the amount of dues of those members of the Association, which are to be deducted in that school year under such authorization. The amount of service fee shall be certified by the Association to the Board of Education prior to September 1st of each school year.
- C. Administrators commencing employment at any time during the school year shall only be responsible for that portion of the remaining school year's annual dues or service fees by means of deductions from the remaining paychecks for that school year.
- D. The right to refund to administrators monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any administrator for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error, in excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deduction.
- E. Upon request no later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all administrators of the Board of Education and the positions held by said administrators.

- F. The singular reference to the Association herein shall be interpreted as referring to the Regional District 13 Administrators' Association.
- G. The Association shall indemnify and save the Board and/or the district harmless against all claims, demands, suits, judgments or other forms of liability including attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this article.

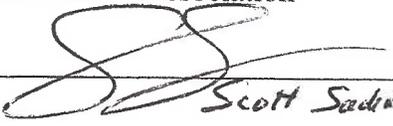
IN WITNESS WHEREOF, the parties have hereunto set their hands at Durham, Connecticut, this 6th day of December, 2017.

12/6/2017
Date

Date

Date

Regional School District 13
Administrators' Association

By 
Scott Sadrinsky

By _____

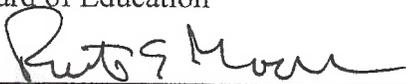
By _____

12/6/17
Date

Date

Date

Regional School District 13
Board of Education

By 
Robert Moore

By _____

By _____

APPENDIX A
ADMINISTRATORS SALARY SCHEDULES

2018-19

	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	138,847	142,317	145,876	149,522	153,257
Middle School Principals, Dir. Of Pupil Personnel Services, Director of Organizational Development, Director of Curriculum, Instruction and Assessment	129,514	132,752	136,070	139,473	142,960
Elementary Principals	126,291	129,448	132,685	136,002	139,403
High School Asst Principal	118,995	121,971	125,020	128,146	131,349

2019-20

	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	141,971	145,519	149,158	152,886	156,705
Middle School Principals, Dir. Of Pupil Personnel Services, Director of Organizational Development, Director of Curriculum, Instruction and Assessment	132,428	135,739	139,132	142,611	146,177
Elementary Principals	129,133	132,361	135,670	139,062	142,540
High School Asst Principal	121,672	124,715	127,833	131,029	134,304

2020-21

	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	145,165	148,793	152,514	156,326	160,231
Middle School Principals, Dir. Of Pupil Personnel Services, Director of Organizational Development, Director of Curriculum, Instruction and Assessment	135,408	138,793	142,262	145,820	149,466
Elementary Principals	132,038	135,339	138,723	142,191	145,747
High School Asst Principal	124,410	127,521	130,709	133,977	137,326

Doctorate

Administrators who earn or have earned a Doctorate degree will receive a stipend of \$2,500 per year.

APPENDIX B
INSURANCE PROGRAMS

Administrators will be offered the health care plan as provided in the attached matrix and dental insurance.

Should the Board of Education desire to change insurance carriers, it shall notify the Association in writing at least sixty (60) days prior to implementing such change. Coverage by the new carrier must be substantially equivalent or better to existing coverage, providing substantially equivalent benefits and administration. Should the Association object to the coverage provided by the new carrier, it may file directly for arbitration in accordance with the arbitration provision of the collective bargaining agreement. The parties will request a recognized expert in the field of health insurance as the arbitrator. The sole issue before the arbitrator shall be: Is the proposed coverage substantially equivalent or better benefits and administration?

Administrators shall be offered coverage from the plan listed below and pay the premium in accordance with the following terms and conditions.

High Deductible Health Plan with HSA Feature

The Board shall implement a HDHP plan, or a high deductible health care plan with a health savings account (“HSA”) feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000 (Yr. 1) \$2,250/\$4,500 (Yrs. 2&3)	
Co-insurance	100% co-insurance after deductible, subject to co-insurance maximum	70% co-insurance after deductible, subject to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$2,000/\$4,000 (Yr. 1) \$2,250/\$4,500 (Yrs. 2&3)	
Cost Share Maximum (individual/aggregate family)	\$4,000/\$8,000 (Ys. 1) \$4,500/\$9,000 (Yrs. 2&3)	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable 100% Coinsurance	70% co-insurance after deductible, subject to co-insurance maximum
Prescription Drug Coverage	No co-payments for prescription drugs once the deductibles have been met	

The Board will contribute forty-five percent (45%) of the applicable HSA deductible amount. The Board’s contribution toward the HSA deductible will be deposited into the HSA accounts on or around the first payroll of the fiscal year. The parties acknowledge that the Board’s contribution 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 HSA deductible for retirees or other individuals upon their separation from employment.

For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for the HDHP/HSA plan, the Board will make available a HDHP/HRA plan with the same deductible and matching the employer deductible funding as received by HSA participants, offered on the same terms and conditions. HRA participants can roll over funds remaining on the HRA account up to the deductible or amount permitted by IRS regulations.

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

Effective July 1, 2018, the Board agrees to pay eighty-one percent (81%) of the fully insured premium rate for cost of coverage under the HDHP plan, and the administrators agree to pay nineteen percent (19%) of the fully insured premium rate for coverage under the HDHP plan. Effective July 1, 2019, the Board agrees to pay eighty and one-half percent (80.5%), and the administrators agree to pay nineteen and one-half percent (19.5%) of the fully insured premium rate for cost of coverage under the HDHP plan. Effective July 1, 2020, the Board agrees to pay eighty percent (80%), and the administrators agree to pay twenty percent (20%) of the fully insured premium rate for cost of coverage under the HDHP plan.

A summary of the HDHP plan shall be appended to the contract for informational purposes.

The Board shall pay one hundred percent (100%) of the employee and sixty percent (60%) of the family cost for the Full Dental Plan with Rider A. Administrators shall have the option of choosing the Flex Plan with orthodontic coverage. Administrators electing such option shall pay the difference between the cost of the Full Plan and the Flex Plan.

The Board shall adopt an Internal Revenue Code Section 125 pre-tax medical expense account also known as a Reimbursement Account Plan ("RA Plan") for the purpose of enabling eligible Association members to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum as provided by law per Plan Year for Health Reimbursement (including but not limited to their share of the premium costs for such Plans, uncovered medical or dental expenses, and deductibles), and by a minimum of \$500 to a maximum as provided by law per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for the aforesaid Health Care costs and Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in the Agreement between the Board and the Association. Such election shall be optional for the administrator.

Disability Insurance

Disability insurance shall be provided based upon a benefit of sixty (60) percent of the administrator's wages to a maximum of Five Thousand Dollars (\$5,000) per month, to age 65 and a waiting period of benefits to begin in ninety (90) days.

Life Insurance

\$250,000 coverage and \$20,000 A.D. & D. on administrator only.

Insurance During Retirement

Retired administrators shall be provided with access to plan(s) offered to active administrators in accordance with law.

Alternative Plans

The Board may, at its option, in addition to the plan described in this Appendix B, offer an alternative insurance plan(s) to administrators after review of such proposed plan(s) by a committee of the Board and the Association. The plan design, co-payment amounts, cost sharing and other provisions of these alternative plans need not conform to the provisions of this Agreement. Participation in an alternative plan shall be voluntary.

Excise Tax

If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Teacher Negotiation Act (TNA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

APPENDIX C
TAX SHELTERED ANNUITY

Additional salary amounts shall be paid to eligible administrators for each of the following consecutive years of teaching and administrative experience with the Board:

Years of Teaching and Administrative Experience	<u>Additional Salary Payment</u>		
	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
1-4	\$500	\$500	\$500
5-9	\$2,000	\$2,000	\$2,000
10-14	\$2,250	\$2,250	\$2,250
15-19	\$3,500	\$3,500	\$3,500
20-24	\$4,000	\$4,000	\$4,000
25+	\$4,500	\$4,500	\$4,500

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