

COPY

AGREEMENT
BETWEEN
COLUMBIA BOARD OF EDUCATION
AND
COLUMBIA ASSOCIATION OF SCHOOL ADMINISTRATORS
JULY 1, 2018 - JUNE 30, 2021

Received: September 13, 2017
At 1:55
Attest: Robert M. Knefel
Town Clerk/Assistant Town Clerk

CONFIDENTIAL

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ARTICLE I
RECOGNITION

The Columbia Board of Education (hereinafter referred to as "the Board") hereby recognizes the Columbia Association of School Administrators (hereinafter referred to as "the Association") as the exclusive representative for the Administrators below the rank of Superintendent, as defined in Sections 10-153b through 10-153f of the Connecticut General Statutes, for the entire Administrative unit as defined in the aforementioned statute.

ARTICLE II
MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including but not limited to the following:

To maintain public schools and such other educational activities as it, in its judgment, deems will best serve the interests of the Columbia Public Schools to give the children of Columbia Public Schools as nearly equal advantage as may be practicable; to decide the needs for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for reasonable transportation of children wherever it is reasonable and desirable; to decide the textbooks to be used; to prepare and submit budgets to the Board of Finance and in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.

To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures subject to the rights of Administrators pursuant to §10-153f(e) of the Connecticut General Statutes.

To discontinue processes or operations or to discontinue their performance by employees.

To select and to determine the number and types of employees required to perform the Board's operations.

To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

To create job descriptions and revise existing job specifications as deemed necessary.

ARTICLE III CERTIFICATION

Administrators shall maintain all certifications as may be necessary to perform their professional duties, including but not limited to; administrative certification, in accordance with all applicable statutes and regulations, throughout the term of this Agreement.

ARTICLE IV REDUCTION IN FORCE

In the event that an Administrator's position is eliminated, he or she shall have the right to bump into the teacher bargaining unit based on the reduction in force process in the teacher labor agreement.

ARTICLE V INSURANCE BENEFITS

A. Health, Vision, and Dental Insurance: On behalf of himself/herself and any eligible dependents, the Administrator may elect to participate in any of the health, vision, or dental insurance plans provided for employees of the Board.

B. The High Deductible/HSA (Health Savings Account) plan described below shall become the sole insurance plan for all eligible employees.

<u>HSA</u>	Effective 2018 Core Plan
Deductible	\$2,500/5,000

Coinsurance (In/Out)	In-100% Med Out-80% Med & Rx
RX	Post deductible co- pays \$0/15/30
Coinsurance Max	In/Out Combined \$2,500/\$,000
Out-of-Pocket Max	\$5,000/\$10,000
In-Network Preventive Care	100%
Employer HSA Funding	40%

C. Cost for the Health Savings Account Plan will be shared so that participating employees shall contribute the following applicable premiums and the Board shall pay the remaining balance: 2018-2019, 20% (twenty percent); 2019-2020, 20% (twenty percent); 2020-2021, 20% (twenty percent). The Health Savings Account Plan shall have a high deductible of \$2,500/\$5,000 with the Board contributing 40% toward the annual deductible in each year of the contract. Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$0/15/30.

D. The Board's contributions toward the HSA deductible shall be deposited into the employees' HSA accounts in two installments, the first in September and the second in January. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

E. HSA Account Fees: The Board agrees to cover any account set up fee (typically one time) and general monthly maintenance fees. Participants will be responsible for fees related to individual account usage including but not limited to fees for: insufficient funds, lost/replacement debit cards, paper statements, check writing fees (if applicable), ATM withdrawal fees, and minimum balance fees.

F. HRA Account: An HRA shall be made available for any administrator who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA. Any new employee hired after the start of the school year will be placed in the HRA in his or her first year of employment with the district at the full contribution level. Such employee will be placed in the HD-HSA plan thereafter.

G. Each full-time administrator shall be entitled to the Board's Full Service Dental Plan with Riders A, B and C, or equivalent if mutually agreed upon. The same group coverage will be made available to eligible dependents of each full-time administrator at

the administrator's expense. Costs for dental coverage will be shared so that participating employees shall contribute the percentage of the applicable premiums (exclusive of dental plan with Riders A, B, and C for administrators' dependents) as indicated below, and the Board shall pay the remaining balance:

2018-2019 = 20%; 2019-2020 = 20%; 2020-2021 = 20%

H. All dental and health insurance coverage is subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for health and dental insurance coverage at any time during the term of this Agreement.

I. The Board, at its expense, shall provide the Administrator with term life insurance with Accidental Death and Dismemberment coverage in the amount of two times the Administrator's annual salary, subject to the Administrator's insurability.

J. 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.

ARTICLE VI FRINGE BENEFITS AND WORKING CONDITIONS

A. Salaries

Administrators shall be compensated in accordance with Appendix A.

B. Sick Leave

Administrators shall be entitled to sick leave with full pay up to eighteen (18) working days in each year, for use for personal illness or injury. Unused sick leave shall be accumulated from year to year, so long as the Administrator remains continuously in the service of the Board, up to two hundred twenty (220) days.

C. Annual Administrative Work Schedule

Administrators shall work a twelve (12) month schedule, and his/her working days shall total two hundred fifteen (215) work days. It is expected that Administrators

shall normally work five (5) days per week during weeks when school is in session, except as provided by the terms of this Agreement and/or as approved by the Superintendent.

Administrators shall be entitled to personal leave for up to four (4) days which shall not be used to extend or start a vacation period or holiday. Personal day requests shall be made to the Superintendent at least three (3) days before the day is taken, except in cases of emergency.

The Board shall match an Administrator's contribution to a tax-deferred annuity contract designated by the Administrator up to six (6) percent of his/her yearly salary, and contribute such in accordance with Section 403(b)(12)(A)(i).

D. Bereavement Leave

The Superintendent shall grant up to three (3) days of leave for purposes of attending a funeral in cases of death in the family or death involving a close friend. Extension of leave may be granted at the discretion of the Superintendent.

E. Family and Medical Leave Act

The Board shall comply with its obligations under the Family and Medical Leave Act (FMLA), codified at 29 U.S.C. §2601 *et seq.*, as amended.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of Administrators. Both parties agree that, except as required by law, proceedings shall be kept confidential if requested by either party.

B. Definitions:

"Grievance" shall mean a claim based upon an event or condition alleging breach of the terms of this contract or of written Board policy. Board policy may only be grieved to Board level.

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

"Days" shall mean days when school is in session. In the event a grievance is filed after June 1, the parties may mutually agree to define days as business days.

C. Time Limits:

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

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

D. Informal Procedures:

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.

E. Formal Procedure:

Level One - Superintendent of Schools

(a) If the Administrator believes that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, then the Administrator shall attempt to resolve the matter with the Superintendent of Schools. A grievance shall be deemed waived unless it is submitted within fifteen (15) days of the date the Administrator knew or had reason to know of the basis for such a claim.

(b) The Superintendent shall, within ten (10) 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. Minutes of such hearing shall be kept by the Superintendent (this shall not require a stenographic record) and be made available to any party in interest upon written request.

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

Level Two - Board of Education

(a) If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.

(b) The Association may, within five (5) days after receipt, refer the appeal to the Board of Education.

(c) The Board of Education shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved Administrator and with the representative of the Association for the purpose of resolving the grievance.

(d) The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the Association.

Level Three - Arbitration

(a) If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the president of the Association that his/her grievance be submitted to arbitration.

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

(c) The Chairperson of the Board and 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 American Arbitration Association shall immediately be called upon to select the single arbitrator.

(d) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved Administrator and other parties in the interest as he/she shall deem requisite.

(e) The arbitrator shall, within twenty (20) days after his/her selection, render his/her 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 binding on all parties in interest.

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

ARTICLE VIII PERSONNEL FILES

No material derogatory to an Administrator's conduct or character will be placed in his/her personnel file unless he/she has had an opportunity to review the material. The Administrator must acknowledge that he/she has had an opportunity to review such

material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the content thereof. In the event an Administrator refuses to sign the material to be inserted in his/her personnel file, said refusal shall be documented by the Superintendent and shall not prohibit the inclusion of the material in the Administrator's personnel file. The Administrator will also have the right to submit a written answer to such material, and his/her answer will be attached to said document and inserted in the Administrator's personnel file.

ARTICLE IX TUITION REIMBURSEMENT

A. The Board of Education shall provide tuition reimbursement for a minimum of one and a maximum of three courses per administrator per year according to the following limits and criteria:

B. Eligibility for Reimbursement

1. The administrator shall have been in the employ of the Columbia Board of Education for at least two (2) years and must be actively employed by the Board when applying for tuition reimbursement;

2. The administrator must hold a Professional certificate as an administrator.

C. Criteria for courses for which reimbursement will be paid:

1. A job-related graduate level course, either in a planned program or an individual course.

2. Courses will be subject to the approval of the Superintendent (on a form developed by him/her) for tuition reimbursement. Application for such reimbursement must be submitted in writing to the Superintendent prior to the start of the course. Tuition reimbursement is limited to an annual cap of \$5,000 for all bargaining unit applicants. For the purpose of reimbursement, a grade of "B" or better will be necessary except in pass/fail courses where a grade of "pass" is necessary.

3. Other programs that advance the credentials and/or qualifications of an administrator may be eligible for reimbursement at the discretion of the Superintendent and the Association President(s). The decision of the Superintendent and the Association President(s) is not subject to the grievance procedure. In the event the parties are unable to agree upon reimbursement eligibility, the decision regarding such eligibility will be made by a panel composed of two members of the Columbia Board of Education, the Superintendent and two members of the Columbia Administrators' Association. The decision of the panel is not subject to the grievance procedure.

4. Administrators shall be eligible for tuition reimbursement as set forth in this Article, provided that they agree to remain employed by the Board for at least two (2) full school years following the payment of any such reimbursement, and provided further that they actually remain employed by the Board for at least two (2) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such an administrator separates from employment by the Board prior to the expiration of such two (2) year period, the administrator shall be required to repay to the Board the full amount of any such reimbursement paid by the Board, at the time of such separation.

ARTICLE X TERMINATION OF AGREEMENT

The parties may, by mutual consent, terminate this Agreement at any time.

An Administrator may unilaterally terminate his/her employment at any time for any reason during his/her employment upon thirty (30) days written notice. An Administrator must render an additional four (4) days of service after the expiration of the thirty (30) day notice period. Said four (4) days shall be scheduled on a mutually agreeable basis with the Superintendent and shall be used for the training of the Administrator's successor and the promotion of a smooth transition to ensure the continued quality educational service to the community's youth. The Administrator shall be compensated for the additional four (4) days of service.

The Board may terminate an Administrator in accordance with the provisions of Connecticut General Statutes Section 10-151 *et seq.*

ARTICLE XI SAVINGS CLAUSE

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

ARTICLE XII DURATION

The provisions of 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.

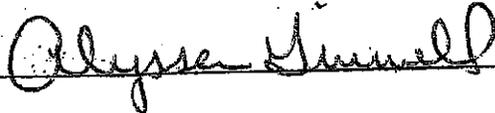
This Agreement constitutes the full and complete agreement between the parties on all negotiable issues. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto. Except where the Board proposes a substantial change in conditions of employment or is otherwise obligated to negotiate over any related impact neither party shall be required to negotiate on any issue whether or not covered herein. Any

required negotiations shall be in accordance with the provisions of Connecticut General Statutes Section 10-153f(e). The parties hereby acknowledge that there are no outstanding verbal or written side agreements regarding conditions of employment.

IN WITNESS WHEREOF the parties, have caused their duly authorized representatives to set their hand this 13th day of September, 2017.

FOR THE COLUMBIA
BOARD OF EDUCATION

FOR COLUMBIA ASSOCIATION
OF SCHOOL ADMINISTRATORS



APPENDIX A WAGES

Position	2018-2019	2019-2020	2020-2021
Principal	\$133,604.51	\$136,276.60	\$139,002.13
Assistant Principal/Data Coordinator	\$98,330.34	\$100,296.95	\$102,302.89
Director of Student Services	\$124,850.76	\$127,347.78	\$129,894.74

The Superintendent shall have the discretion to hire an administrator at ten percent (10%) above or ten percent (10%) below a position's current salary.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
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CHICAGO, ILLINOIS 60637
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1998-1999 ACADEMIC YEAR
FALL SEMESTER
CHEM 201: GENERAL CHEMISTRY I
LECTURE 1: THE ATOM