

PROFESSIONAL AGREEMENT

between the

REGIONAL SCHOOL DISTRICT NO. 17

and the

HADDAM-KILLINGWORTH ADMINISTRATORS' ASSOCIATION

COVERING THE PERIOD BEGINNING

July 1, 2017 to June 30, 2020

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ARTICLE I

General

- A. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in Regional School District No. 17, Haddam-Killingworth, provide for orderly professional negotiation between the Board and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.
- B. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent of Schools when so delegated by the Board.
- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by officially designated committee or representative.
- D. If any portion of this Agreement is declared illegal, the remainder of the Agreement shall remain in full force and effect. This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE II

Recognition

- A. The Board recognizes the Association for the purpose of professional negotiation as the exclusive representative of the entire unit consisting of the Principals of the five schools, High School Assistant Principal, Middle School Assistant Principal, Pupil Services Coordinator, Director of Pupil Services, High School Dean of Academics, pursuant to, and with all of the rights and privileges as provided by Sections 10-153b to 10-153f, as amended, of the general statutes of Connecticut. Unless otherwise indicated, the employees in such unit are hereinafter generally called “administrators”.
- B. The Association accepts such recognition, and agrees to represent equally all administrators, as listed above, without regard to membership or participation in, or Association with the activities of, the Association or any other employee organization. During the terms of this contract or the extension thereof, all bargaining unit members shall either become members or remain members of the Association in good standing, or in lieu of Association membership, pay the association a service fee. The amount of the service fee shall not exceed the minimum applicable dues payable to the Association.

ARTICLE III

Professional Negotiations

- A. No later than two hundred ten (210) days prior to the Regional School District No.17 meeting at which the budget is submitted, the Board and the Association agree to negotiate in good faith in accordance with the procedures set forth in 10-153a through 10-153g of the Connecticut general statutes as amended. Either party may utilize the services of outside negotiators or consultants.
- B. During direct negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals.

ARTICLE IV

Duration and Renewal

The provisions of this Agreement shall be effective as of July 1, 2017, and shall continue and remain in full force and effect until June 30, 2020.

For a three (3) year period, this Agreement shall be binding upon the Board and the Association.

ARTICLE V

Grievance Procedure

- A. The purpose of the grievance procedure is to contribute to good human relations on the job, to maintain good employee morale, increase productivity and achieve greater efficiency of school operations. It is believed that these objectives can be furthered by providing a means of orderly discussion of grievances.

- B. A grievance shall mean a claim by an administrator that his/her rights under the specific language of this Agreement have been violated, or that as to him/her there has been a misapplication or misinterpretation of the specific provisions of this Agreement.
- C. If an administrator feels that he/she may have a grievance, he/she shall first discuss the matter with the Superintendent of Schools in an effort to resolve the problem in an informal meeting. The informal meeting shall be held within ten (10) days of the event or condition giving rise to the alleged grievance.
- D. If the grievance is not satisfactorily settled at the informal stage, the administrator, within ten (10) days after the informal meeting, may make a written appeal to the Superintendent of Schools. The Superintendent of Schools will review the appeal. Within fifteen (15) days of having received this request for appeal, the Superintendent of Schools will send a copy of the decision to the administrator. Within ten (10) days after receipt of the written decision, the administrator may appeal the decision of the Superintendent of Schools to the Board of Education or its designated committee. The Board of Education or its designated committee agrees to meet with the administrator and any other relevant parties (witnesses) within fifteen (15) days after receiving a written request. The decision of the Board shall be rendered in writing within ten (10) days after meeting with the administrator.
- E. If, after such decision, the administrator is not satisfied with the disposition of the matter, the dispute may, by mutual agreement, be attempted to be resolved before a mediator mutually agreed upon by the parties. If agreement is not reached through

mediation both parties agree to submit the matter to arbitration for resolution. Within ten (10) days after written notice of submission to arbitration, the Board and the administrator shall agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitration hearing shall be scheduled in a timely manner. Within twenty (20) days from the date of closing of the arbitration hearings, the arbitrator shall render his decision in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties and interests.

- 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. Each party shall be responsible for expenses of its own witnesses.
- G. At any stage of the hearing procedure, the aggrieved may be represented by a person or persons of his own choosing.
 - 1. No reprisals of any kind shall be taken by either party against any participant in the hearing procedure by reason of such participation.
- H. If an administrator does not follow the grievance procedures as outlined in Sections D and E, then the grievance process shall be considered waived.

ARTICLE VI

Salaries

- A. Salaries of all administrators covered by this Agreement are set forth in the appendices which are attached hereto and made part of this Agreement.

ARTICLE VII

Fringe Benefits Provisions

- A. Choice of coverage (individual, two-person or family) is up to the individual administrator.

1. Administrators may have the choice of enrolling in either one of the following two health insurance plans:

- PPO – Cigna Open Access Plus or its successor
- HDHP/HSA Plan

An Administrator would have a choice on a yearly basis in which plan the administrator wishes to enroll. The administrator would have a choice of only one plan. Once the decision on the plan is made, the decision is irrevocable for one full year. The plan year would be from July 1 through June 30 of the next year (same as the fiscal year).

- B. Full individual cost for life insurance with a value equal to 2.5 times the administrators base to be paid by the Board.
- C. In contract year 2005-2006 and thereafter, the total disability insurance annual premium not to exceed \$7,150 (seven thousand one hundred fifty dollars) for all administrators to be paid by the Board.

D. The Board has the discretion to change insurance carriers or programs at any time provided that the replacement carrier(s) coverage is comparable but not necessarily the same as the existing coverage in benefits and function. The Board will make every effort to consult with the Association before changing carriers or programs.

E. Insurance premium cost sharing plan.

The Board of Education will pay 76% for 2017-18, 75.5% for 2018-19 and 75% for 2019-20 of the premiums for the PPO described above, for the individual, two-person, or family coverage. The Board of Education will pay 81.5% for 2017-18, 81% for 2018-19 and 80.5% for 2019-20 of the premiums for the HDHP/HSA described above, for the individual, two person, or family coverage. The administrator, through payroll deduction, shall pay the balance of the premium for the plan selected.

F. The Board shall contribute annually to the participating 403(b) plan of his or her choosing as described in the following:

1. Principals and Director of Pupil Services: \$3200
2. Assistant Principals, Coordinators, Deans: \$2700

G. Administrators may participate in the District's established 457 plan.

ARTICLE VIII

Protection of Administrators

A. Administrators shall report immediately in writing to the Superintendent of Schools all cases of physical assault suffered by them in connection with their employment.

- B. The Board agrees to provide legal counsel mutually acceptable to both parties to defend any administrator in any action arising out of an assault on an administrator or out of any disciplinary action taken against a student by an administrator, and in any action arising out of any claim, demand, suit or judgment be reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, which acts are not wanton, reckless or malicious, providing such administrator at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board.
- C. If civil proceedings are brought against an administrator in connection with his employment, such administrator may request, and the Board shall furnish, legal counsel mutually acceptable to both parties to defend him/her in such proceedings.
- D. Whenever an administrator is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his full salary for the period of such absence for up to one calendar year without having such absence charged to his/her 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 his/her duties, and in the

event that there is no adjudication in the appropriate workmen's compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

- E. If an administrator suffers an injury, other than assault, arising out of and in the course of his employment (a compensable injury), any absence caused thereby will not be charged against his/her sick leave. Any administrator receiving a compensable injury shall receive compensation in amounts and manner in accordance with the statutes pertaining thereto and the difference between such compensation and the salary schedule applicable at the time of such injury shall be paid by the Board of Education for a period not to exceed one year.

ARTICLE IX

Sick Leave

- A. All administrators shall be granted annually twenty-one (21) days of sick leave with full pay. The accumulation of unused sick leave shall not exceed 227 days.
- B. In the event of catastrophic illness, special consideration for extension of sick leave may be given by application, accompanied by a physician's certification, through the Superintendent. Final approval must be given by the Board of Education.

ARTICLE X

Vacation

- A. All administrators will work a twelve (12) month year.

- B. Administrators shall be entitled to twenty-seven (27) vacation days. Each administrator's vacation schedule shall be subject to the approval of the Superintendent. Vacation days when school is in session should be avoided when possible. With the approval of the Superintendent, an administrator may carry over a maximum of five (5) vacation days from one year to the next. However, the number of vacation days an administrator is normally entitled to in any given year shall not exceed thirty-two (32) days. However, in unique circumstances with special Board of Education approval, an administrator may carry over up to an additional five (5) days.
- C. If an administrator is taking an educational course during the summer which involves a period of time beyond the twenty-seven (27) vacation days, he/she may be allowed the time required to complete the course with full salary reimbursement for this period, providing the individual remains a member of the local staff for the following year. Permission for this extra time may be granted at the discretion of the Superintendent.
- D. Any administrator leaving the employ of the Regional School District No.17 shall be entitled to payment of 1/260 of his/her current salary for each day of unused vacation leave for that year. The Board has the option of requiring the administrator to take the vacation time prior to leaving the system.
- E. Any administrator who leaves the employ of the district prior to January 1st would be paid for unused vacation days on a prorated monthly basis.

ARTICLE XI

Leaves

A. Personal

1. Administrators shall have two (2) personal leave days with full pay annually.
2. Administrator's use of personal days shall be approved by the Superintendent.

B. Jury Duty

Upon request of the Superintendent, an administrator called to jury duty shall ask for exemption. If such exemption is denied, the administrator shall report for whatever period is assigned by the court. Such administrator will not have such time charged against sick leave or personal leave. Such administrator shall receive from the Board compensation so that the stipend from jury duty and the Board's payment amount are equal to his/her regular salary payment.

C. Leaves Without Pay

1. Leaves of absence without pay may be granted:
 - a. For the purpose of further study. (Benefits paid by Board of Education).
 - b. For health reasons, upon advice of a physician.
 - c. For other valid reasons subject to the review and recommendation of the Superintendent of Schools.
2. Applications for such leaves of absence must be made in writing and the leave must be approved by the Board of Education.

D. Professional Leave and Development

1. Administrators may, with prior approval of the Superintendent, be absent without the loss of pay because of:

a. Attendance at professional meetings or conferences.

b. Visitation to other schools.

2. The Board has a strong philosophical belief in the need for and the value of professional growth and continued education of the administrators. Therefore, a professional growth and development pool, in the amount of \$1500 per administrator shall be set aside annually. The professional growth and development pool will be administered and distributed by the Superintendent of Schools. Funds from this pool shall pay the reasonable expenses (including fees, meals, lodging and/or transportation), incurred by the administrators who attend workshops, seminars, conferences or other professional improvement sessions at the request of or with the approval of the Superintendent.

3. With advance approval of the Superintendent and 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. Absences for other professional obligations of a similar nature may also be approved.

E. Family Leave

1. Pregnant administrators shall inform the Superintendent as soon as their condition of pregnancy is known.

2. Administrators shall be entitled to all applicable rights under federal and state statutes.

ARTICLE XII

Paid Holidays

- A. Administrators are entitled to the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and the Friday after Thanksgiving, Christmas Eve Day and Christmas Day.
- B. If schools are in session on any of the above days, it is understood that administrators will be in attendance.

ARTICLE XIII

Policy in the Reduction of Administrative Personnel

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff when economic, pupil enrollment decline and other justifiable reasons dictate.

If, in the Board's opinion, it is necessary to reduce the administrative staff, the following procedures will be utilized:

1. An administrator(s) with 0-5 years of experience as an administrator in the district would be reduced first.
2. If more than one administrator is in the 0-5 years of experience group, then the reduction will be determined by evaluation of service within the Regional School District.
3. If no administrator has less than five (5) years of experience as an administrator in the district, then the reduction will be determined by evaluation of service within the Regional School District of its antecedent.

4. When evaluations within experience groups (0-5, six and more) are equal, the length of service to the district as an administrator will be the deciding factor.

In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

1. Any administrator relieved of his/her duties because of reduction of staff, shall be offered an administrative opening in his/her classification, if one exists, for which he/she is certified and qualified. The determination of whether an administrator is qualified for a specific position shall be the responsibility of the Superintendent, provided that he/she does not exercise that responsibility in an arbitrary or capricious manner. In making the determination, the Superintendent may consider such factors of professional certification, training and experience as he/she deems relevant to the position in question, including but not limited to whether the administrator has previous experience in such a position.
2. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of the administrator who has the least seniority in the classification of the displaced administrator, for which he/she is certified and qualified.
3. If there is no opening in the classification of the displaced administrator and the displaced administrator has the least seniority in this classification, he/she will be offered any vacant position in an administrative tier below the classification of the displaced administrator, for which he/she is certified and qualified.

4. In the absence of any administrative vacancy either in the classification of the displaced administrator or in the lower tier, and where the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in the lower tier for which he/she is certified and qualified, the displaced administrator will be offered the position held by the least senior administrator in the lower tier.
5. If an administrator is relieved of his/her duties because of a reduction in staff or abolishment of position and another administrative position is not available, he/she will be offered a teaching position that he/she is certified and qualified to teach with credit for his/her length of service with the Board as an administrator and/or teacher.
6. If an administrator is relieved of his/her duties because of a reduction in staff and then employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teaching experience both within and outside the school system.
7. For purposes of the Article, and for all relevant provisions in this Agreement, seniority shall be defined as the length of continuous service as an administrator in Regional School District No. 17, beginning on the first day of actual service and ending on the date for which such determination is made. Continuous service shall be deemed to be unbroken during periods on the reappointment list and during authorized leave. In the event of a tie, continuous non-administrative certified employment with the Regional School District No. 17

Board of Education, immediately preceding service as an administrator, shall be considered.

8. The classifications referred to in this Article are as follows:

	<u>Building and Curriculum</u>	<u>Pupil Services</u>
Tier1	HKHS Principal HKMS Principal Elementary Principal	Director of Pupil Services
Tier 2	HKHS Assistant Principal HKMS Assistant Principal HKHS Dean of Academics	Pupil Services Coordinator

Administrators shall be notified of the first vacancy for which they are certified and qualified.

ARTICLE XIV

Retirement

- A. Eligibility: (All requirements below must be met)
1. Any administrator who has been an administrator for a minimum of ten (10) years in Regional School District No. 17; and,
 2. has a minimum of twenty-five (25) years of employment in public education; and,
 3. is age 60 or older; and,
 4. is retiring from education in Connecticut.

B. Notification

1. Any administrator desirous of taking retirement must notify the Superintendent at least seven (7) months prior to the effective retirement date.

C. Retirement Benefits

1. Fifty percent (50.00%) of unused sick leave accumulated at the year of retirement of an administrator, or upon death, shall be paid on a per diem basis of 1/260th of his/her salary as determined in the year of retirement by the last year of service.
 - a. Effective on and after July 1, 1999 any newly hired administrator(s) shall not be eligible for any financial benefits of any unused sick leave.
2. Upon death of an administrator, payment will be made to the beneficiary as indicated in the school district records.
3. Retiring members have the option of being retained in the health insurance plans, excluding life insurance, offered through the Board with the retired administrator paying his/her own premiums directly to the Board.

ARTICLE XV

Administrators' Rights

- A. Administrators are entitled to full rights of citizenship and normal personal privacy. No religious or political activities or the lack thereof, provided such activities do not take place during his/her working hours, will be grounds for any disciplinary or

discriminatory action with respect to the professional employment of such administrators.

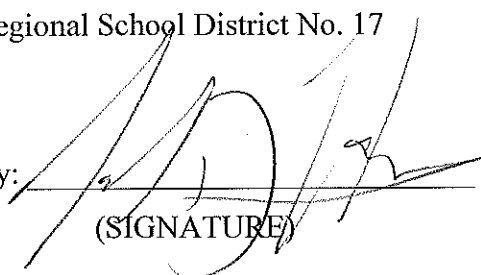
- B. It is recognized that the inquiries or investigations need to be made when allegations or complaints are received regarding administrative personnel. The individual concerned will be given full information, including the identity of the complainant, in sufficient time to respond fully to the allegation. No conclusion will be reached or decisions made, however, until after the administrator has had a full opportunity to present his/her response.
- C. The inclusion of certain "Administrators' rights" or privileges in the Agreement shall not be interpreted to mean that administrators are denied others not listed.
- D. The Board shall provide each administrator with an Administrator's Manual, which shall include the complete text of this Agreement or any Successor Agreement and copies of all Board policies.

SIGNATURES

The parties agree to the contents of this Agreement as presented.

Board of Education of

Regional School District No. 17

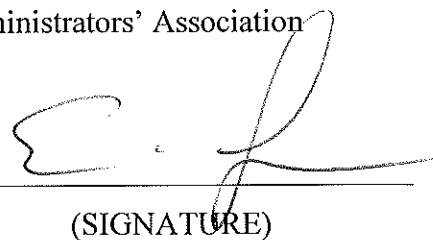
By: 
(SIGNATURE)

Joel D'Angelo
(PRINTED NAME)

3/28/17
(DATE)

Haddam-Killingworth

Administrators' Association

By: 
(SIGNATURE)

Eric Larsson
(PRINTED NAME)

3/28/17
(DATE)

Salary Schedule

Appendix A

Position	2017-18	2018-19	2019-20
HS Principal	\$146,578.19	\$150,242.64	\$153,998.71
HS Dean of Academics	\$124,576.98	\$127,691.41	\$130,883.69
HS Asst. Principal	\$124,576.98	\$127,691.41	\$130,883.69
MS Principal	\$141,019.40	\$144,544.88	\$148,158.50
MS Asst. Principal	\$123,075.74	\$126,152.63	\$129,306.45
Elementary Principal	\$133,849.08	\$137,195.31	\$140,625.19
Pupil Services Coordinator	\$124,576.98	\$127,691.41	\$130,883.69
Director of Pupil Services	\$137,656.77	\$141,098.19	\$144,625.65
Percent increase in salary	2.50%	2.50%	2.50%

Insurance

Appendix B

Health Plan

HDHP/HSA

Deductible	\$2,000/\$4000
Board HSA Funding	50% Annually
Co-Insurance	0%
Rx After Deductible	\$5/\$20/\$30
OON Co-Insurance	70%
Employee Cost Share	18.5%/19%/19.5%
OON Deductible	\$4000/\$8000
OOP Max	\$8000/\$16,000

PPO

Deductible	\$500/\$1000
PCP	\$30
SPC	\$45
High Cost Diag.	Deductible then \$50 copay
Inpatient	Deductible then \$250 copay
Outpatient	Deductible then \$150 copay
ER/UCC	Deductible then \$250/\$100
Rx	\$10/\$40/\$60
OON Co-Insurance	80%
Employee Cost Share	24%/24.5%/25%
OON Deductible	\$4000/\$8000
OOP Max	\$8000/\$16,000

- A. Administrators will have a choice on a yearly basis in which plan he/she wishes to enroll. The Administrator will have a choice of only one plan. Once the decision on the plan is made, the decision is irrevocable for one full year. The plan year will be from July 1 to June 30 the following year.

- B. The indicated insurance carriers can be changed after separate written approval by the Board of Education and notification to the Haddam-Killingworth Administrators Association provided that the replacement carrier(s) provide(s) coverage comparable to or better than the existing coverage in benefits and function. The Board shall provide at least thirty (30) days advance notification to the Haddam-Killingworth Administrator Association of change of carrier(s). If the Haddam-Killingworth

Administrator Association disagrees that the replacement carrier(s) provide(s) coverage comparable to or better than the existing coverage in benefits and function, such disagreement must be made the subject of a grievance filed directly with the Superintendent at level II of the grievance procedure under Article V of this agreement within forty (40) days of the above advance notification. Any disagreement as to whether the replacement carrier(s) provide(s) coverage comparable to or better than the existing coverage in benefits and function may be appealed to arbitration under the provisions of such article. If a grievance is filed, the change will not be implemented until the grievance has been resolved or arbitrated.

- C. Cigna Full Dental and Dependent Dental Rider.
- D. Cigna Vision Rider