



AGREEMENT

between the

AVON BOARD OF EDUCATION

and the

AVON ADMINISTRATIVE & SUPERVISORY ASSOCIATION

July 1, 2018 - June 30, 2021

October 24, 2017

This Agreement is made and entered into on this 21 day of November 2017 by and between the AVON BOARD OF EDUCATION (hereinafter referred to as the "Board") and the AVON ADMINISTRATIVE AND SUPERVISORY ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

The Board hereby recognizes the Avon Administrative and Supervisory Association as the exclusive bargaining unit representative of all certified professional employees in the Avon Public Schools included in the administrative unit as defined by Section 10-153b(a)(1) of the Connecticut General Statutes.

ARTICLE II - MANAGEMENT PREROGATIVES

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in Avon in all respects, including but not limited to the following rights: To employ, assign and transfer teachers; those powers specified in Sections 10-220, 10-221 and 10-222 of the Connecticut General Statutes; to suspend or to dismiss the employees of the schools in the manner provided by statutes; to prepare and submit budgets to the Town and in its sole discretion, to expend monies appropriated by the Town; to make such transfers of funds within the budget as it shall deem desirable; to establish or continue policies, practices, and procedures for the conduct of school business and, from time to time, to change or abolish such policies, practices and procedures; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform the school's operations; to establish contracts or subcontracts for school operations; and to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school district.

Any of the rights, powers, functions and authority which the Board had prior to the signing of this Agreement, or any agreement with the Association including those in respect to rates of pay, or conditions of work, are retained by the Board, except as those rights, powers, functions or authority are specifically abridged and modified by the express provisions of this agreement.

ARTICLE III - WORK YEAR

The work year for twelve-month Administrators will include 260 days. The work year for Administrators who work only the school year will include 196 days. The Board of Education reserves the right to change the work year for any administrative position subject to the Association's right to demand to bargain pursuant to §10-153f(e) of the Connecticut General Statutes.

ARTICLE IV - SALARIES AND BENEFITS

- A. Salaries for each contract year covered by this Agreement are provided in Appendix A, which is attached hereto and made a part hereof.
- B. Benefits for the life of this Agreement are as described in Appendix B which is attached hereto and made a part hereof.
- C. The administrators shall be entitled to worker's compensation benefits as provided by Connecticut statute for injuries sustained in the performance of their responsibilities.
- D. Each twelve-month administrator shall be permitted, with the approval of the Superintendent, up to a maximum of seven (7) days leave from service, where absence from service is both necessary and unavoidable and for a legitimate reason. Less than twelve month administrators shall be permitted up to a maximum of five (5) days leave. The Superintendent may grant additional days of leave of absence if the circumstances warrant it.
- E. All twelve-month administrators hired into the bargaining unit before July 1, 2018 will be granted twenty (20) sick days per year. All twelve-month administrators hired into the bargaining unit on or after July 1, 2018 will be granted fifteen (15) sick days per year. The total number of sick days that may be accumulated by any individual twelve-month administrator will be 225 days. Less than twelve-month administrators hired into the bargaining unit before July 1, 2018 will be granted 18 yearly sick days and may accumulate sick days to limit of 196 days. Less than twelve-month administrators hired into the bargaining unit on or after July 1, 2018 will be granted 15 yearly sick days and may accumulate sick days to limit of 196 days.

Administrators, who were in teaching in the Avon Public Schools immediately prior to their appointment, may transfer their accumulated sick days earned as a teacher.

The Superintendent may recommend to the Board of Education extended sick days in accordance with the following schedule:

- 0-4 years of service in Avon Public Schools
 - not to exceed 10 additional school days,
- 5-9 years of service in Avon Public Schools
 - not to exceed 20 additional school days,
- 10+ years of service in Avon Public Schools
 - not to exceed 30 additional school days.

- F. All other leaves, including conditions attached thereto, will be at the discretion of the Board of Education after acting upon the recommendation of the Superintendent of Schools.
- G.
 - (1) In the event that the Superintendent approves a leave of absence without pay, deductions for non-allowable absences shall be the per diem rate of annual salary for each day of non-allowable absence;
 - (2) Salary adjustment calculation, for purposes of termination from a position, will use

the contracted workdays during the year as stipulated in Article III. The numerator will be the number of days worked beginning with July 1, plus any holidays noted in I below that fall in the same period of time if on a work day, plus any accrued vacation days;

- (3) Salary determination for those administrators who were hired after the beginning of the contract year will use the contracted work days as stipulated in Article III as the denominator and the numerator will be the number of days to be worked through the end of the contract year, with such number to include holidays and vacation days that occur during the same period of time;

- H. Twelve month administrators are entitled to the following legal holidays: July 4, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day,

In the event the Board approved school calendar provides for school to be in session during one or more of these holidays, administrators shall not take leave that day and shall substitute another day when school is not in session as the paid holiday.

I. Vacation

- (1) Twelve month administrators shall be entitled to 25 vacation days. An administrator may carry over no more than 10 (ten) vacation days each year.
- (2) Twelve-month administrators, with the prior approval of the Superintendent, may take up to five (5) vacation days when school is in session.
- (3) All vacation schedules shall be approved by the Superintendent.
- (4) The scheduling of all vacations will be at the discretion of the Superintendent of Schools. District responsibility should be discussed with the Superintendent prior to planning extended vacation time. Vacation time may not be taken five working days before the start of the student school year.
- (5) Twelve month administrators who begin or end employment after July 1 shall have their vacation time prorated based on 2.083 earned vacation days per month.
- (6) In the event of resignation, retirement or death, administrators shall be paid out for unused vacation time for the fiscal year in which they retire (prorated based on 2.083 earned vacation days per month they work, if they only work part of the fiscal year in which they retire) plus any vacation time that the administrator has carried over.

- J. An administrator who desires a change in position or assignment shall submit such request, in writing, to the Superintendent of Schools prior to January 1 of the year in which the change is desired.

- K. In the event of a separation from employment or in the event of death, an employee or an employee's designated beneficiary shall receive any accrued salary.

- L. The Board agrees to pay the prevailing federal mileage reimbursement rate for car travel related to school district travel.
- M. The Board shall give favorable consideration to a request from any nonresident Avon administrator to send his/her child(ren) to Avon Public Schools with tuition paid by the administrator, provided there are no unusual costs resulting from the granting of such request. Any decision to accept a nonresident student is subject to annual review and in accordance with Board policy 3240 (Non-Resident Tuition).
- N. Effective July 1, 2016, 196 day employees shall be paid on the teacher payroll calendar (20 pay periods).

ARTICLE V – GRIEVANCE PROCEDURE

A. Definitions

- (1) A grievance shall be a complaint by an administrator that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, including Appendices, or a claim of failure to follow established procedures of the school district's evaluation program.
- (2) An aggrieved person is the person or persons making this claim and may include "the Association."
- (3) A "party in interest" is the person or persons in the bargaining unit making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

- (1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept confidential within the parties of interest and their representative at each level of the procedure.
- (2) Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Time Limits

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If an administrator does not file a grievance in writing within fifteen (15) days after she/he first knew of

the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.

Failure by the administrator at any level to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level and such decision shall thereafter be binding upon the administrator and the Association. Failure by the administration to respond within the time limits at any level shall be deemed denial of the grievance and shall entitle the administrators to appeal to the next level. "Days" shall mean work days. For the period July 1 through August 31, either party may extend the time limits by 50 percent, provided a reason is given.

D. Special Conditions

If any grievance arises from action or inaction on the part of a member of the administration at a level above immediate supervisor, the aggrieved person will submit such a grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.

E. Informal Procedure

If an administrator feels that she/he may have a grievance, she/he is encouraged to discuss the matter with her/his immediate supervisor after the incident in an effort to resolve the problem informally. In the case of a grievance commenced at Level Two, informal discussion shall take place with the Superintendent, with prior notification to the immediate supervisor of the aggrieved employee(s).

F. Formal Procedure

(1) LEVEL ONE - IMMEDIATE SUPERVISOR

If the administrator is not satisfied with the outcome of the informal procedure, she/he may present her/his claim to the immediate supervisor as a written grievance within fifteen (15) days after he/she first knew of the act or conditions upon which the grievance is based. The grievance shall be in writing and such writing shall be specifically set forth the act or condition on which the grievance is based, the section of the contract alleged to be involved, and the remedy requested. Forms to be used in the grievance procedure are available in the Superintendent's office. The immediate supervisor shall meet with the administrator and an Association representative within five (5) days after receipt of the written grievance. The immediate supervisor shall render his/her decision and the reasons therefore, in writing, to the administrator within ten (10) days of the meeting with a copy to the Superintendent of Schools and to the President of the Association.

(2) LEVEL TWO - SUPERINTENDENT OF SCHOOLS

If the administrator is not satisfied with the disposition of her/his grievance at Level One, she/he may, within five (5) days after the decision, file an appeal in writing to the Superintendent. Such writing shall have attached to it a copy of the original grievance and shall set forth its disposition at Level One.

The Superintendent or his designated representative shall meet with the administrator and an Association representative within ten (10) calendar days after receipt of the referral. The

Superintendent or his representative shall give his decision in writing to the administrator and the President of the Association within ten (10) days of the meeting with the administrator.

(3) LEVEL THREE - BOARD OF EDUCATION

In the event the administrator is not satisfied with the disposition of her/his grievance at Level Two, she/he may within five (5) days after the Superintendent's or his/her designee's decision, file a the written grievance and its written disposition at Level Two with the Chairman of the Board of Education. The Board shall, within twenty (20) days of receipt of the appeal, meet with the administrator and with a representative of the Association for the purpose of resolving the grievance.

The Board shall, within ten (10) days of the meeting with the administrator, render its decision and the reasons therefore in writing to the administrator with a copy to the President of the Association.

(4) LEVEL FOUR-ARBITRATION

- a. If the administrator is not satisfied with the disposition of his/her grievance at Level Three, the administrator may within three (3) days after the decision, request in writing of the President of the Association that the grievance be submitted to arbitration.
- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by notifying the Board in writing. The Chairperson of the Board and the President of the Association, shall, within five (5) days after such written notice, jointly select an arbitrator who is an experienced and impartial person of recognized competence, if the parties are unable to agree on an arbitrator within five (5) days, the matter shall be submitted to the American Arbitration Association.
- c. The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement. The decision of the arbitrator shall be final and binding.
- d. The cost of the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE VI – DURATION

- A. This Agreement will take effect on July 1, 2018 and remain in full force and effect through June 30, 2021 inclusive.
- B. If any provision of this contract, including Appendices, is determined to be contrary to law, such provision shall be severed from this Agreement, and shall not be performed or enforced. However, such finding will have no effect on the remaining portion or portions of this Agreement and both parties agree that the remaining portion or portions of this Agreement shall remain in full force and effect.

- C. This contract, including Appendices, contains the full and complete agreement between the Board and the Association, whether it is covered or not covered by this Agreement. All prior practices, agreements, and understandings are void and have no force and effect unless specifically incorporated herein.
- D. This Agreement shall not be altered, amended, or changed except in writing, in a document signed by both the Association and the Board, which amendment shall be appended to and become a part of this Agreement. However, it is recognized that neither party has any obligation to negotiate such an amendment nor modification during the life of this Agreement, except as required by Section 10-153 f(e) of the Connecticut General Statutes.

ARTICLE VII – REDUCTION IN FORCE

- A. The Board of Education has the discretion to eliminate or create any administrative position, or to reorganize or assign an administrator to any other administrative position in the Avon Public Schools for which the administrator is qualified. In considering whether to assign an administrator to another position, the Superintendent will make the decision based on the following factors:
 - 1. the certification held by the administrator,
 - 2. the educational needs of the Avon Public Schools,
 - 3. the qualifications of the administrator, which would include experience and performance evaluation, and
 - 4. the seniority of the administrator, defined as the total number of years as a member of the administrative unit in the Avon Public Schools.
- B. If an administrative position is eliminated, and there is no vacancy in a position in the same job title to which the administrator may be appointed, then if the Superintendent considers the administrator qualified, the administrator would be reassigned as follows:
 - 1. If the high school or middle school principal position is eliminated, the high school principal or middle school principal will be assigned to the position of the least senior assistant principal at the high school or middle school over which the high school or middle school principal has seniority, if any.
 - 2. If an elementary principal position is eliminated, this principal will be assigned to the position of the least senior elementary school principal; the least senior elementary school principal would be assigned to the position of the least senior assistant elementary school principal over which the elementary school principal has seniority, if any.
 - 3. If a middle school or high school assistant principal position is eliminated, the middle school or high school assistant principal with the least seniority will be displaced. Similarly, if an elementary school assistant principal position is eliminated, the elementary school assistant principal with the least seniority will be displaced.

4. Any administrator not receiving an administrative position as a result of B 1-3 above whose position is eliminated or who is displaced from his or her position will be offered a vacant administrative position in any other job title, provided the displaced administrator is certified to hold the position and qualified as determined by the superintendent.
 5. Should a tenured administrator be relieved of his/her position due to a reduction in staff or is not reassigned to another administrative position, the displaced administrator will take his/her place in the teachers' bargaining unit, and where applicable, will be subject to the reduction in force criteria of the teachers' collective bargaining agreement.
 6. Any administrator whose position has been eliminated or has been displaced will be placed on a recall list for two years. If an administrative vacancy occurs for which the administrator is qualified that does not constitute a promotion, the administrator will be offered the position. A refusal to accept the offered position will result in removal from the recall list.
- C. In the event an administrator is displaced due to a reduction in force or involuntary transfer (not for lack of competence, satisfactory performance, or qualifications) to an administrative classification or teaching position with a salary schedule lower than that which the displaced administrator previously received, s/he shall receive 75% of the difference between her/his prior administrative salary and her/his new administrative or teaching salary for one year, after which time his/her salary shall revert to the salary of the new position. The Board may assign additional time up to the work year of the previous position.

ARTICLE VIII – AGENCY SHOP

- A. All administrators employed by the Board, as a condition of continued employment, shall join the Association or pay a service fee to the Association. Said service fee shall be set by the Association but shall not exceed the proportional cost attributable to collective bargaining, grievance adjustment and contract administration.
- B. All administrators who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall continue in effect from year to year unless each administrator shall notify the Board and the Association in writing in the month of August of any year that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that the coming school year said administrators shall pay the service fee as described in Section A via payroll deduction.
- C. For those administrators who had not delivered an authorization card by October 1 of the first year of this contract, the Board agrees to deduct the annual service fee, as set by the Association, from their salaries via payroll deduction. The amount of said service fee shall be certified by the Association to the Board prior to the opening of school each year.

- D. Those administrators commencing employment after the start of the school year, shall within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section B, or be subject to Section C after such thirty (30) days. The amount of dues or service fee under this section shall be a prorated amount equal to the percentage of the remaining school year.
- E. If, during the school year, an administrator resigns, retires, receives an unpaid leave, or has his/her employment terminated and has paid the service fee or the membership dues, said administrator will be refunded that prorated amount of the service fee or membership dues that reflects the percentage of the school year not employed. Said refunds shall be through the services of the Association upon a written request made by the administrator.
- F. The Association agrees to indemnify and hold the Board harmless against any or all claims, demands, suits, or other forms of liability that shall, or may, arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE IX – JUST CAUSE

No administrator shall be disciplined (exclusive of oral reprimands and dismissal pursuant to 10-151 of the Connecticut General Statutes, or reduced in status or pay, except for just cause.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement this 21st day of November, 2017.

AVON ADMINISTRATIVE AND
SUPERVISORY ASSOCIATION

AVON BOARD OF EDUCATION

A P P E N D I X A

ADMINISTRATIVE & SUPERVISORY PERSONNEL SALARY SCHEDULE

2018-19

| | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Maximum |
|------------------------------------|---------|---------|---------|---------|---------|---------|
| HS Principal | 160,740 | 162,014 | 163,291 | 164,566 | 165,842 | 167,118 |
| MS Principal | 153,131 | 154,406 | 155,681 | 156,956 | 158,231 | 159,506 |
| Elem Principal | 147,922 | 149,199 | 150,476 | 151,751 | 153,026 | 154,303 |
| Director of Pupil Services | 146,921 | 148,196 | 149,471 | 150,747 | 152,023 | 153,298 |
| Director of Technology | 146,921 | 148,196 | 149,471 | 150,747 | 152,023 | 153,298 |
| HS Asst Principal | 140,687 | 141,963 | 143,238 | 144,515 | 145,789 | 147,066 |
| HS Asst Principal - 196 days | 123,654 | 124,776 | 125,895 | 127,016 | 128,138 | 129,257 |
| MS Asst Principal - 196 days | 119,141 | 120,418 | 121,692 | 122,968 | 124,243 | 125,519 |
| Elem Asst Prin/ SE Supv - 196 days | 118,026 | 119,149 | 120,271 | 121,391 | 122,512 | 123,634 |
| Program Dir - 196 days | 117,760 | 119,035 | 120,312 | 121,587 | 122,863 | 124,139 |

2019-20

| | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Maximum |
|------------------------------------|---------|---------|---------|---------|---------|---------|
| HS Principal | 163,473 | 164,768 | 166,067 | 167,364 | 168,661 | 169,959 |
| MS Principal | 155,734 | 157,031 | 158,328 | 159,624 | 160,921 | 162,218 |
| Elem Principal | 150,437 | 151,735 | 153,034 | 154,331 | 155,627 | 156,926 |
| Director of Pupil Services | 149,419 | 150,715 | 152,012 | 153,310 | 154,607 | 155,904 |
| Director of Technology | 149,419 | 150,715 | 152,012 | 153,310 | 154,607 | 155,904 |
| HS Asst Principal | 143,079 | 144,376 | 145,673 | 146,972 | 148,267 | 149,566 |
| HS Asst Principal - 196 days | 125,756 | 126,897 | 128,035 | 129,175 | 130,316 | 131,454 |
| MS Asst Principal - 196 days | 121,166 | 122,465 | 123,761 | 125,058 | 126,355 | 127,653 |
| Elem Asst Prin/ SE Supv - 196 days | 120,032 | 121,175 | 122,316 | 123,455 | 124,595 | 125,736 |
| Program Dir - 196 days | 119,762 | 121,059 | 122,357 | 123,654 | 124,952 | 126,249 |

2020-21

| | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Maximum |
|------------------------------------|---------|---------|---------|---------|---------|---------|
| HS Principal | 165,925 | 167,240 | 168,558 | 169,874 | 171,191 | 172,508 |
| MS Principal | 158,070 | 159,386 | 160,703 | 162,018 | 163,335 | 164,651 |
| Elem Principal | 152,694 | 154,011 | 155,330 | 156,646 | 157,961 | 159,280 |
| Director of Pupil Services | 151,660 | 152,976 | 154,292 | 155,610 | 156,926 | 158,243 |
| Director of Technology | 151,660 | 152,976 | 154,292 | 155,610 | 156,926 | 158,243 |
| HS Asst Principal | 145,225 | 146,542 | 147,858 | 149,177 | 150,491 | 151,809 |
| HS Asst Principal - 196 days | 127,642 | 128,800 | 129,956 | 131,113 | 132,271 | 133,426 |
| MS Asst Principal - 196 days | 122,983 | 124,302 | 125,617 | 126,934 | 128,250 | 129,568 |
| Elem Asst Prin/ SE Supv - 196 days | 121,832 | 122,993 | 124,151 | 125,307 | 126,464 | 127,622 |
| Program Dir - 196 days | 121,558 | 122,875 | 124,192 | 125,509 | 126,826 | 128,143 |

A P P E N D I X A

1. Administrators with an earned doctorate degree from an accredited college or university will receive an additional \$2,000 above the appropriate salary schedule.
2. The Board of Education may withhold salary raises by reducing the step placement on the new salary schedule to the step, which is closest to an individual's salary for just cause.
3. The Board will support an administrator's professional development proposal if it is consistent with the administrator's personal professional development plan, the district goals, and/or the school's development plan. The Superintendent must approve all professional development proposals.
4. Unless otherwise stipulated on the administrator salary schedule, the salaries of administrators who work less than a twelve-month year will be prorated based on a per diem calculation of 1/223rd of salary for the position listed in the administrator salary agreement.
5. The base salary for administrators shall consist of two parts: a salary and an elective tax shelter annuity by means of a valid salary reduction agreement.

A P P E N D I X B

FRINGE BENEFITS

DENTAL INSURANCE

The Board of Education will provide a dental plan for administrators and eligible dependents with a maximum annual individual benefit of \$1,500 (and maximum will increase if any other bargaining unit gets an increase). The Board of Education will pay the following percentages of the total premium costs:

| | BOE | Administrator |
|---------|-------|---------------|
| 2018-19 | 78.5% | 21.5% |
| 2019-20 | 78% | 22% |
| 2020-21 | 77.5% | 22.5% |

MEDICAL INSURANCE

1. There shall be 1 insurance plan available to administrators, effective July 1, 2018. The Plan shall be an HSA plan. Eligible administrators and dependents may enroll in the district's health insurance plan.

- (a) The HSA (Health Savings Account) plan shall be the sole insurance plan.

The Board will pay the following percentages of the total premium costs of the HSA plan:

| | BOE | Administrator |
|---------|-------|---------------|
| 2018-19 | 78.5% | 21.5% |
| 2019-20 | 78% | 22% |
| 2020-21 | 77.5% | 22.5% |

2. The HSA shall have the following structure:

| | In-Network | Out-of-Network |
|---|--|---|
| Annual Deductible (Individual/Aggregate Family) | \$2,500/5,000 | |
| Co-insurance | 0% after deductible | 20% co-insurance after deductible, subject to co-insurance limits |
| Co-insurance Maximum (Individual/Aggregate Family) | \$3,500/7,000 (Out of network Coinsurance and In-network post deductible RX copays) | |
| Cost Share Maximum (Individual/Aggregate Family) | \$6,000/12,000 | |
| Lifetime Maximum | Unlimited | \$1,000,000 |
| Preventive Care | Deductible waived | N/A |
| Prescription Drug Coverage | Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/30/45 copay per prescription | 20% co-insurance after deductible, subject to co-insurance limits |

A P P E N D I X B

The Board will fund fifty percent (50%) of the applicable HSA deductible in 2018-19, 2019-20 and 2020-21 for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees. For the 2018-19; 2019-20 and 2020-21 years, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on or around the first two weeks of July and February 1. 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 employees. 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 any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any administrator who is precluded from participating in a Health Savings Account ("HSA") because the administrator receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for administrators participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for administrators enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

3. The Patient Protection and Affordable Care Act ("PPACA, Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) 49,801, the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020.

Should any Federal statute or regulation be mandated to take effect during the term of this Agreement, triggering the imposition of a tax or penalty with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Appendix B of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

4. The Board of Education reserves the right to change the insurance carrier(s)/administrator, as long as the benefits are at least equivalent to those currently in effect, , when considered as a whole. If the Board chooses to change the insurance carrier/administrator, the Association will be provided relevant information about the carrier/administrator and plan ninety (90) days prior to the implementation of the new carrier/administrator.
5. **Cost Containment**
The Board may elect to implement cost-containment procedures (including but not limited to pre-admission review, admission and continued stay review, second surgical opinions and hospital bill audits) provided that the cost to the employee and their dependents who follow such procedures is not greater than it would be if no procedure had been implemented.
6. **Civil Union Partner Eligibility and Benefit Coverage**
The Board of Education will provide civil union partner coverage for health insurance benefits and other related areas. Should the civil union statute be repealed, the prior domestic partner benefit shall be restored.

A P P E N D I X B

In addition, Civil Union partner eligibility be included in all other areas of benefits. Life Insurance, Leaves of Absence, and/or any other benefit(s) which are offered to spouses of and employees of the Board.

7. The prescription drug rider shall include oral contraceptive coverage.

LIFE INSURANCE

The Board of Education will provide term life insurance equal to two times salary paid by the Board of Education. The administrator also has the option of purchasing up to an additional \$200,000 if available from the carrier at the group rate.

For each retiring administrator having completed ten (10) or more years in continuous or unbroken service as an administrator in the Avon Public Schools or twenty-five (25) or more years of cumulative service in the Avon Public Schools as an administrator and teacher, the amount of the life insurance will be continued at two times salary until age 70. At age 70, the retired administrator may purchase, at the administrator's expense, up to \$50,000 of group life insurance, if available, at the group rate from the carrier. Administrators hired into the bargaining unit on or after July 1, 2018 shall not be eligible for this benefit.

LONG-TERM DISABILITY PLAN

The Avon Board of Education will continue to provide at its cost a long-term disability plan, at group rates with payments of 60% of the administrator's last scheduled salary, monthly after no greater than a 180 day waiting period.

PROFESSIONAL DUES

Administrators will be allowed to join professional organizations in keeping with Board of Education budget appropriations. Membership is limited to those organizations that are clearly administrative in their orientation or that deal directly with specific content areas important to the Avon Public Schools. Prior approval of the Superintendent is required for such membership.

ELECTIVE TAX SHELTERED ANNUITY

Each administrator's base salary consists of two parts: a salary from Appendix A and a tax shelter annuity contribution paid by the Board of Education in an amount of - \$3,500 pursuant to a valid and legally binding salary deduction to be paid to a tax shelter annuity selected by the administrator. Effective July 1, 2019, the tax shelter annuity contribution paid by the Board of Education shall be - \$4,000.

EXTENDED INSURANCE

Each retiring administrator, after having completed ten (10) or more years in continuous or unbroken service as an administrator in the Avon Public Schools or twenty-five (25) or more years of cumulative service in the Avon Public Schools as an administrator and teacher shall receive full and continuous health insurance coverage in the same plans and riders made available to active employees, up to age 65 and for a period not to exceed ten (10) years. At the end of a ten-year period or at age 65, retirees may purchase coverage, if the carrier allows, at their own expense. Administrators hired into the bargaining unit on or after July 1, 2018 shall not be eligible for this benefit.

A P P E N D I X B

SECTION 125 OF INTERNAL REVENUE CODE

The Avon Board of Education shall make available on an optional basis at no cost to the administrators a Section 125--Accident and Health Insurance (IRC Sections 105 and 106), and Dependent Care Assistance (IRC Section 129) and permit administrators to withhold at the maximum of withholding permitted by law.

FINANCIAL PLANNING SERVICES

The Board will provide a one-time payment of not more than \$500 to any employee who has completed three (3) or more years of service as an administrator in Avon, for purposes of engaging a financial planner to help with his/her planning for retirement,

RETIREMENT LONGEVITY

An administrator employed as such after October 29, 1996 who (a) declares in writing to the Superintendent three years before retirement his/her intention to retire from Connecticut teaching service, (b) has remained in continuous or unbroken service as an administrator in the Avon Public Schools for ten (10) or more years or will have had service in the Avon Public Schools for twenty (20) or more years as a teacher and administrator, and (c) has reached the age of fifty-five (55), shall receive an additional salary amount of \$5,000 for each of the last three years of service. In the event an administrator retires without such notice and has met the service and age requirements above, the administrator will receive an additional one-time salary payment of \$2,500 in the last year of employment.

A P P E N D I X C

If the premiums are different for the period following retirement, the employee will pay the difference between the rate required by Board life insurance plan and that which the Board is then paying for active members. Non-contributory (employee-paid) definitely cannot be carried beyond retirement age, nor can accidental death benefits be included.

The present carrier of the Board life insurance, under the Agreement with the Avon Board of Education, can cancel the term life insurance policy under certain conditions. Therefore, the Board of Education makes no guarantee that WW1 life insurance coverage for administrators will be provided beyond the date that such policy may be canceled by the life insurance company. The Board agrees to secure equivalent insurance coverage at the same rates through another carrier. In the event that such insurance, if secured through another carrier, carries a premium higher than those then in effect prior to the cancellation, the Board will pay such premiums up to 10% greater than the amount paid in the previous year prior to cancellation, for the same number employees, with the employee assuming any cost in excess of such 10% increase, if any.