

PROFESSIONAL AGREEMENT

BETWEEN

CANTERBURY BOARD OF EDUCATION

AND

CANTERBURY SCHOOL

ADMINISTRATORS ASSOCIATION

Local # 42L, CFSA, AFSA, AFL-CIO

2017 - 2018

2018 - 2019

2019 - 2020

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Article I Recognition

The Canterbury Board of Education hereby recognizes the Canterbury School Administrators' Association (CAA, Local No. 42L, CFSA, AFSA, AFL-CIO) as the exclusive bargaining agent for the principals and the director of pupil personnel. This agreement is negotiated under Connecticut General Statutes 10-153f, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage harmonious relationships among the Board, Administrators' Association and Superintendent in order that the cause of public education may be best served.

This agreement is entered into this between the Canterbury Board of Education, hereinafter the Board, and the Canterbury School Administrators' Association, hereinafter the administrators, for the duration of the agreement which shall be July 1, 2014 through June 30, 2017 unless changed by mutual consent of both parties.

Article II Professional Negotiations

The Board agrees to negotiate in good faith with the Association, pursuant to Section 10-153(a) through 10-153(g) of the Connecticut General Statutes as amended, to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment. The agreement so negotiated shall be placed in writing and signed by the Board and the Association.

Article III Management Rights

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the school system in all its aspects, including but not limited to the following:

1. to create, abolish, or maintain programs and other educational activities as, in its judgment, will best serve the interest of the school district;
2. to decide the need and type of facilities;
3. to determine the care, maintenance, and operation of the buildings, lands, apparatus, and other facilities and property in its control;
4. to employ, assign, and transfer employees, and to prescribe and enforce reasonable rules and regulations for the maintenance of employee discipline and for the performance of work; and
5. in general, to control, supervise, and manage the operations of the school district and its staff under governing laws, and to establish or continue policies, practices, and procedures from the conduct of Board business in the management of its operation, and from time to time to change or abolish such policies, practices, or procedures.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this agreement.

Article IV Employment Year

The employment year for Administrators in the Canterbury Public Schools will be a minimum of two hundred and-twenty (220) days. A work year calendar shall be established between each Administrator and the Superintendent including five days prior to the convocation and five days after the close of the school year. Any changes shall be made through mutual agreement.

Article V Leave Provisions

5.1 Sick Leave

- A. Administrators are entitled to twenty (20) days of sick leave in each work year. Unused sick leave may be accumulated to a maximum of one hundred seventy (170) days. Accumulated sick leave in excess of one hundred seventy (170) days as of June 30 may not be carried over to the following school year.
- B. A woman with a disability resulting from pregnancy, as described in Connecticut General Statutes, Section 46a 60 as amended, will be considered sick, as described in Connecticut General Statutes, Section 10-156.
- C. The Superintendent may require a physician's statement for absences of more than five (5) consecutive days for personal illness.
- D. Five (5) sick days may be used for family illness. For the purposes of this section, "family" is defined as immediate family: spouse, parent, children, and individuals residing in the employee's household.
- E. No absence will be charged against sick time based on jury duty or assault on the job.
- F. The Association Officer is allocated two (2) days to conduct association business which will not be charged against sick or personal time.
- G. An excused absence of three (3) hours during a work day shall constitute one-half sick day.
- H. Upon death or retirement from the Canterbury School District, and provided administrator notifies the Board of their intent to retire, at least 120 days prior to the retirement date and in accordance with TRB regulations, an administrator who has been employed in the Canterbury School District for twelve (12) or more years as an administrator will be paid the equivalent of twenty-five (25) percent of his/her accumulated sick days. The administrator will be paid in two equal installments over a two-year period beginning on July 1st of each year. In case of death, benefits will be paid to the administrator's estate.
- I. A notice of accumulated sick days will be given to each administrator by June 30th of each year.

5.2 Family and Medical Leave Act

- A. The Board will continue to pay the district's share of the employee's health benefits during the FMLA leave.
- B. When an employee is on long-term disability, regardless of whether it is paid leave under Section 5.1(B) above or unpaid leave pursuant to the Family and Medical Leave Act, the Board and the employee will provide notice and doctor's certifications consistent with the requirements of the Family and Medical Leave Act, as amended.

5.3 Child-rearing Leave

- A. An Administrator may be granted, subject to the Superintendent's approval, an unpaid leave of absence not to exceed six (6) school months for the care of a newborn child, a newly adopted child, or a newly placed foster child. Such leave must commence with the date of birth or placement of the child.
- B. A written request for such leave must be made at least one (1) month before the expected delivery or placement. An Administrator returning from such leave must do so at the beginning of a school year.
- C. Administrators taking child-rearing leave will have the option of continuing their insurance benefits, the total cost being borne by the employee. This option must be initiated prior to the commencement of the child-rearing leave. This provision in no way reduces any benefits to which the Administrator may be entitled under the Family and Medical Leave Act.
- D. Administrators taking child-rearing leave of less than one year will be returned to their former positions, although the Administrator will be entitled to no greater right to reinstatement or to other benefits and condition of employment than if the Administrator had been continuously employed during the leave.
- E. Administrators taking child-rearing leave of greater than one year will be returned to an equivalent position, although the Administrator will be entitled to no greater right to reinstatement or to other benefits and condition of employment than if the Administrator had been continuously employed during the leave.

5.4 Personal Leave

- A. Administrators may be allowed up to four (4) days of absence without loss of pay and without deductions from sick leave for legal obligations, religious holidays that require absence during work hours, professional obligations, and personal business that cannot be transacted outside of regular work hours. Additional days may be granted at the discretion of the superintendent.
- B. Except in cases of emergency, an employee requesting personal leave must notify the Superintendent in writing at least two (2) school days prior to taking such leave. The Administrator must indicate the reason for which the leave is being taken.

- C. Personal leave shall not be used to extend vacations or holidays except in the case of emergency as determined by the Superintendent.

5.5 Bereavement Leave

- A. Administrators shall be permitted absences without loss of pay and without deductions from sick leave accumulations up to a total of not more than five (5) days in any school year in the event of the death of a spouse, civil union partner, parent, step-parent, child, step-child, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, or member of the immediate family. Leave for attendance at a funeral for other than a member of the immediate family shall be limited to three (3) days, payable from accumulated sick leave. An immediate family member includes an employee's significant other or a person the employee considered his/her love interest.
- B. In the event that the above situation occurs more than once within the same school year, or the Administrator faces a hardship due to circumstances surrounding the events, five (5) additional days with the permission of the Superintendent may be granted.

Article VI Insurance

6.1 A. The Board shall provide Administrators with the following insurance benefits:

- 1. Individual, two (2) person, and family health coverage under the existing plan.
- 2. Individual, two (2) person, and family dental coverage under the existing plan.
- 3. Long-term disability coverage, if obtainable, and for those who qualify under the terms of the applicable policy or plan, as follows: an annual benefit in the amount of 60% of annual benefit period available, with an elimination period of 6 months. It is understood that the Board retains the right to provide such coverage under a group plan. In such an event, the annual benefit level, if obtainable, shall be 60% of the employee's annual salary. The employee shall pay 10% of the premium for any long term disability insurance provided under this paragraph. Under no circumstances will the Board be required to self insure for the purpose of providing long term disability insurance. Payments for long-term disability will not begin until the administrator's sick leave is exhausted.
- 4. Group life insurance in the amount of \$175,000.
- 5. Short-term disability pay in the amount of three hundred dollars (\$300.00) per week for twenty-six (26) weeks. This benefit is available only to the employee.

B. Administrators shall enroll in one (1) of the insurance plans set forth below:

- 1. Century Preferred Provider Plan with the following Co-pays and premium shares:
 - a. Home and Office Visit, twenty-five dollars (\$25)
 - b. Two hundred dollar (\$200) Hospital Inpatient Admission
 - c. One hundred dollar (\$100) Emergency Room
 - d. Fifty dollar (\$50) Urgent Care
 - e. One hundred dollar (\$100) Outpatient Surgery

- f. A managed non-formulary Public Sector 3 Tier—Option 1 prescription rider with a ten dollar (\$10.00) generic/ twenty-five dollar (\$25) preferred brand name/ forty dollar (\$40) non-preferred brand name co-pay and two times the foregoing co-pays for mail order with an unlimited calendar year drug maximum.
- g. Premium shares:
 - School Year 2017-2018 Twenty-one percent (21%)
 - School Year 2018-2019 Twenty-one and one-half percent (21.5%)
 - School Year 2019-2020..... Twenty –two percent (22%)

2. Health Savings Account (HSA)

The Board will fund fifty percent (50%) of the applicable HSA deductible, (\$1,500 / \$3,000 annual) amount for full time employees. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) 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 will 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.

The Premium Share of the HSA plan described herein shall be:

- School Year 2017-2018..... Thirteen percent (13%)
- School Year 2018-2019..... Thirteen and one-half percent (13.5%)
- School Year 2019-2020..... Fourteen percent (14%)

6.2 Change of Carrier

- A. The Board retains the right to change its insurance carrier at any time so long as it gives prior notice to the Association and so long as the insurance coverage under the substituted insurance carrier's policy is essentially equivalent to the coverage under the policy then in effect. Once the Association is notified by the Board that it intends to change insurance carriers, the Association has fifteen (15) days to examine the new insurance carrier's policy. If the Association feels that the coverage under the new policy is not essentially equivalent to the policy then in effect, it must object to the change, in writing, during those fifteen (15) days. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith or, if the parties cannot agree, shall be selected forthwith the American Arbitration Association. The arbitrator must render her/his decision within thirty (30) days. All references herein to days refer to calendar days.
- B. The arbitrator will accept revisions to the initial draft of the substitute insurance carrier's policy up to and including the final day of any hearing held to compare the incumbent insurance carrier's policy with the substituted insurance carrier's policy.

- C. In the situation where a complaint has been lodged by the Association the Board will not change to the new insurance carrier until an agreement has been reached or until an arbitrator has decided that the insurance coverage under the substitute insurance carrier's policy is essentially equivalent to the insurance coverage under the policy currently in effect.
- D. The cost of the arbitration process will be shared equally by the Board and the Association.
- E. Reference to any specific insurance carrier(s) in this article creates no contractual obligation of the Board with that insurance carrier(s) or any contractual obligation of the Board to continue to purchase that carrier's insurance.

6.3 The Board shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by the agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

6.4 Waiver of Insurance

- A. Notwithstanding the above, administrators hired prior to July 1, 2014, may elect to waive, in writing, the non-mandatory portion of the coverage provided under this contract, and in lieu thereof, may receive an annual payment of four thousand two hundred and fifty dollars (\$ 4,250) in cash. Effective July 1, 2014, new hires may receive an annual payment of two thousand, one hundred and twenty-five dollars (\$2,125). Payment to those employees waiving such coverage shall be made in equal payments during the months of November, January, April and June. Any administrator hired after July 1, 2017 is not eligible for this waiver.
- B. Notice of intention to waive insurance coverage must be sent to the Superintendent or his or her designee not less than ninety (90) calendar days before such waiver is to take effect, subject however to any regulations or restrictions which may be prescribed by the appropriate insurance carrier. Administrators electing not to participate in our health insurance program will sign a waiver absolving the Board of any responsibilities for any employee's decision to waive insurance coverage provided by the Board. New hires shall choose their insurance options upon hire.

- C. Any administrator may elect to resume Board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may then be prescribed by the appropriate insurance carrier.

6.5 Excise tax

- A. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I 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 pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, potentially triggering the imposition of an excise tax 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 the insurance provisions 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.

Article VII Professional Development

Each Administrator may be granted up to five hundred (\$500) dollars to take advantage of professional workshops and/or advanced course work.

The sums listed above are to cover those reasonable costs, as determined by the Superintendent, directly associated with professional development and/or courses taken in connection with a planned program of study and/or additional graduate work in the Administrator's major field and/or courses that are in the interest of the school system.

All reimbursements are subject to the prior approval of the Superintendent.

Reimbursement will be limited to the school year in which the expenditure is made.

Administrators will be allowed to attend professional development workshops at the discretion of the superintendent.

Article VIII Professional Organizations

The Board will absorb the cost of each Administrator's professional dues not to exceed \$450 per year.

Article IX
Reimbursement of Expenses

The Board agrees to reimburse the Administrator for preapproved travel expenses incurred in the performance of her/his duties. Reimbursement will be at the current IRS rate. Vouchers will be submitted by the Administrator on a monthly basis.

Article X
Tuition Payment / Reimbursement

The Board of Education shall provide tuition payment for a minimum of one and a maximum of two courses per administrator per year, according to the following limits and criteria:

Eligibility for reimbursement:

- The administrator shall have been in the employ of the Canterbury Board of Education for one year

Criteria for courses for which reimbursement will be paid:

- A job related graduate level course, either in a planned program or in an individual course
- All courses must be approved by the Superintendent

Tuition reimbursement will be capped at one thousand, eight hundred dollars (\$1,800) per year, per administrator

Article XI
Grievance Procedure

Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, reasonable solutions to the problems which may arise affecting the welfare or working conditions of administrators. Both parties agree that proceedings shall be kept confidential as is appropriate.

Definitions:

1. A "grievance" shall be defined as a complaint signed by an administrator that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement.
2. The term "Administrator" as used in this grievance procedure shall mean any Administrator within the bargaining unit covered by this agreement.
3. An "aggrieved person" shall mean any employee directly affected by an alleged violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement who then files a signed grievance. The Association may also file a grievance.

Procedure:

1. If an administrator feels that he or she may have a grievance, he or she may first discuss the matter with the Superintendent in an effort to resolve the problem informally.
2. Level One
 - a. An aggrieved person shall appeal in writing to the Superintendent within fifteen (15) working days. Failure by the grievant to make a written request to appeal to the next step/level following a decision shall constitute an acceptance of the decision rendered by or on behalf of the Board.
 - b. Any grievance must be first brought to the attention of the Superintendent, accompanied by a written statement setting forth the provision or provisions of the agreement alleged to have been violated. Said grievance must be answered, in writing, within fifteen (15) days.
 - c. In the event that an aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, she/he may, within ten (10) days of the receipt of the Superintendent's decision, appeal in writing to the Board and request a hearing before the Board.
 - d. The Board shall schedule such hearing within twenty (20) working days from receipt of the grievant's appeal.
 - e. The Board shall render its decision within twenty (20) days from the Board hearing date. The Board's decision will be in writing and submitted to the aggrieved person.
 - f. The aggrieved person does not have to submit the grievance in person.
3. Level Two
 - a. In the event that the aggrieved person is not satisfied with the decision of the Board, she/he may, within five (5) days after receipt of the Board's decision, request in writing to the Association president that this grievance be submitted to binding arbitration.
 - b. The Association may, within five (5) days after the receipt of such request (a total of ten (10) days after the Administrator has received the Board's decision), submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association. Such submission shall set forth the provision or provisions alleged to have been violated by the Board and shall be filed simultaneously with the Superintendent.
 - c. The chairman of the Board or the president of the Association shall, within five (5) days after such written notice, submit the grievance to the American Arbitration Association.
 - d. The arbitrator designated shall hear and decide only one grievance at a time and shall be bound by and must comply with all terms of this agreement and shall have no power to add to, subtract from, or in any way modify the provision of this agreement. The decision of the arbitrator shall be final and binding upon the parties.

- e. The cost of binding arbitration shall be borne equally by the Board and the Association.

Miscellaneous:

1. Any agreement to alter the timetable of the grievance procedure shall be by mutual consent between the Board and the Association and reduced to writing.
2. If an aggrieved Administrator elects to carry a grievance to binding arbitration independent of the Association, then the cost for the services of the arbitrator shall be borne by the aggrieved.
3. If an aggrieved Administrator elects to submit a grievance to binding arbitration, she/he must file such submission within fifteen (15) calendar days after receipt of the Board's decision under level two of the grievance procedure. Such submission shall state the provision or provisions alleged to have been violated by the Board and shall be filed simultaneously with the Superintendent.

Article XII
Wages

1. Wages to be paid under this agreement are as follows:

	<u>Principals</u>	<u>Special Education Director</u>
For the 2017-2018 school year (3 days per diem were added)	\$121,721	\$120,161
For the 2018-2019 school year	\$124,764	\$123,165
For the 2019-2020 school year	\$128,507	\$126,860

2. Placement of New Administrators

For purposes of this paragraph, a "new appointee" shall mean an administrator with less than three (3) school years of administrative service with the Canterbury Board of Education. The Board reserves the right to place new appointees at a lower pay level based on the Board's assessment of the appointee's prior experience, training and qualification. Notwithstanding the foregoing, the salary of the new appointee will not be less than 5% below the contractual salary amount for that position for that year and will not be more than the contractual salary amount of the position for that year. The new appointee's salary will be annually adjusted by the same percentage adjustment as the general wage increase. Additionally, in the second year of employment, the administrator shall receive a salary adjustment equal to the dollar amount by which the new administrator's salary is less than the contractual salary amount for the administrator's position divided by two (2); in the third year of employment, the administrator shall receive the stated contractual salary for that position.

Article XIII
Reduction in Force

The BOE has a sole and exclusive prerogative to eliminate administrative positions consistent with the provisions of the CT state statutes. If an Administrator position is reduced from a full time position to a part-time position during the school year, said administrator will receive assigned full time salary until the end of that school fiscal year.

Article XIV
Longevity Payments***

(any administrator hired after July 1, 2017 is not eligible for longevity)

<u>Years of Service</u>	<u>Payment</u>
After 10 years	\$1,500 annually
After 15 years	\$2,000 annually
After 20 years	\$2,500 annually
After 25 years	\$3,000 annually

***Payable in two (2) equal payments: October and April.

Article XV
Annuity

The Board of Education will contribute, in matching funds, to an annuity plan chosen by the administrator:

2017 – 2018 school year: up to \$1,000
2018 – 2019 school year: up to \$1,000
2019 – 2020 school year: up to \$1,000

Article XVI
Just Cause

No administrator shall be disciplined or reduced in pay or status except for due and just cause.

Article XVII
Sabbatical Leave

The Superintendent shall evaluate all sabbatical applications, and forward applications recommended by him/her to the Board for approval. Sabbatical leave will be granted when a program of definite professional growth can be demonstrated. In determining requests for sabbatical leave, the Board shall consider a proposed program in relation to the value that it will have for the individual administrator and the Canterbury School System. A written explanation of any rejected request for sabbatical leave will be sent to the candidate no later than five (5) days following Board action. The written explanation shall indicate why the request does not have sufficient value for the improvement of education in the Canterbury School System.

- I. Purposes and Objectives
 - A. An institutionally approved program leading toward an advanced degree or certificate.
 - B. Research, study and writing directly related to the development and improvement of the educational program of the Canterbury Public Schools.
- II. Eligibility

Any member of the professional staff may apply for sabbatical leave subject to the following requirements:

 - A. The individual must have been employed as an administrator by the Canterbury system for a minimum of four (4) consecutive years of service.
 - B. The administrator shall agree to return to Canterbury administrative employment for two (2) years in the event of a full year's leave. Upon such return, the administrator shall be placed in the same or comparable administrative position in status and pay and on the appropriate step in the salary schedule as though such administrator had not been on leave.
 - C. The Administrator must notify the Superintendent of his/her intent to return to work by January 15th of the school year in which the leave takes place.
 - D.
- III. Administrative and Procedure
 - A. General
 - 1. The period for a sabbatical leave shall be a continuous half school year or a whole continuous full school year.
 - 2. The approval of a sabbatical leave shall be contingent upon finding a qualified replacement for the period involved.
 - 3. Upon return to the system, the grantee will be assigned, if possible, to the same or equivalent position; but the Board reserves the right, as for all staff members, to assign to any position appropriate to the certification, training and experience of the individual and involving the same areas of certification as the position held immediately prior to sabbatical leave.
 - 4. The salary shall be unpaid by the Board during the sabbatical leave.

Article XVIII

Agency Fee

- A. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments.
- B. Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the Association dues and assessments which have been established by the association for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.

Article XIX
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 her/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the content thereof. The administrator will also have the right to submit a written answer to such material, and his/her answer will be attached to the said document and inserted in the administrator's personnel file.

Article XX
Full and Complete Agreement

This agreement contains the full and complete agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this agreement.

Any item not covered in this agreement may be governed by existing policies, rules, or regulations of the Board, or by the modification of existing policies, rules, or regulations, or the adoption of new policies, rules, or regulations.


All past practices, procedures, and customs not specifically incorporated in or protected by this agreement are hereby rendered null and void.

Any bargaining will be consistent with the provisions of the Teacher Negotiation Act, Section 10-153a to 10-153g of the Connecticut General Statutes as amended.

For the Board of Education

For the Administrator's Association

 11-15-16
Walt Petruniw Date
Board of Education Chairperson

 11-16-16
Jodi Davis Date
President

