

**AGREEMENT BETWEEN**

**ADMINISTRATORS' ASSOCIATION  
OF CANTON, INC.**

**and**

**THE CANTON BOARD OF EDUCATION**



**JULY 1, 2016– JUNE 30, 2019**

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**PREAMBLE**

This AGREEMENT is made pursuant to section 10- 153 b, c, d, e, f and g of the Connecticut General Statutes between the Canton BOARD of Education (the "BOARD") and the Administrators' Association of Canton, Inc. (AAC) which the BOARD has recognized as the exclusive representative for all certified professional employees constituting the "administrators unit" as defined in section 10-153b(a)(1) of the Connecticut General Statutes in order to fix for its term the salaries and other conditions of employment as covered herein.

The BOARD and AAC agree to commence negotiations with respect to a successor contract to this contract not later than the date determined by statute. During the term of this AGREEMENT and with respect to the period covered hereby no part of this AGREEMENT shall be changed without the express consent of both parties, except that, with respect to items 1 through 5 of Article II (Fringe Benefits) of this Agreement, the BOARD reserves the right to change carriers or plans as set forth in Article II. Placement on the salary schedule of new or different personnel employed to fill any of the positions listed in Appendix I during the terms of this AGREEMENT shall be at the BOARD's sole discretion. The BOARD will negotiate with AAC regarding salary for newly created positions.

**ARTICLE I - SALARIES**

A. Base Salaries

The base salaries of administrators shall be comprised of the following components, as applicable:

- 1) Cash compensation, in such amounts as are set forth in Appendix A.
- 2) An additional sum as follows, as to which each administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity of his/her choice from the accounts offered by the Board.

<u>Years of Service</u>	<u>Amount</u>
First five years of employment as an administrator in Canton	\$2,500 per year
Upon completion of five years of employment as an administrator in Canton	\$3,000 per year

- 3) For those administrators who hold a doctorate (Ph.D. or Ed.D.) from an accredited university, an additional One Thousand Two Hundred Dollars (\$1,200.00) in compensation, beginning in the school year following receipt of the degree.

**B. Step Placement**

Each administrator new to the system shall be placed on his or her appropriate step. Each administrator currently employed in the system shall advance one step on the schedule during each year of the contract unless such advancement shall be withheld pursuant to Article III.

**ARTICLE II - FRINGE BENEFITS**

The BOARD shall provide the following insurance coverage and shall contribute one hundred percent (100%) of the premium except as hereinafter provided. On behalf of each AAC member who elects to participate in the medical/surgical/dental/prescription plans described below the BOARD and the administrators shall contribute the following percentages of the premium:

High Deductible (HSA) Plan:

	BOARD	ADMINISTRATORS
2016-17	81.0%	19.0%
2017-18	80.5%	19.5%
2018-19	79.0%	21.0%

The BOARD reserves the right to change carriers or plans provided that the benefits and coverages, including administrative services, are substantially equal to or better than the previous or current plan, provided further that changes that require second opinions, pre-admission screening or like requirement shall not be construed to be changes in benefits, coverages or administrative services.

Because the BOARD's plan is currently a self-insured plan, it is not statutorily obligated to include all state mandated minimum insurances under its medical/surgical plan. However, as of 10/22/2003, all such mandates are included in the plan. The BOARD reserves the right to exercise discretion regarding such modifications in the future. If it declines to modify the plan in accordance with legislative enactments, the BOARD will give notice of such decision to the AAC, and, upon the AAC's request, shall meet and discuss its decision.

The insurance coverages are:

1. Group Life Insurance - Death benefits equal to twice the basic annual earnings of the employee to a maximum benefit of \$250,000 and an Accidental Death and

Dismemberment (AD & D) benefit of twice the basic annual earnings of the employee to a maximum benefit of \$250,000.

2. Dental Plan – Full service dental coverage for initial and routine oral exams and prophylaxis, x-rays, denture relining and repair, routine fillings, simple extractions, and endodontic within coverage limits. Provided all AAC members agree to participate, Dental Rider A (Caps and Crowns) will be made available to AAC member at their own expense.

	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
Dental	20.0%	21.0%	22.0%

3. The Board shall make available a High Deductible Health Plan (“HDHP”) with Health Savings Account (“HSA”). The High Deductible Health Plan with Health Savings Account plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$2,000/4,000	
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

The Board will contribute 50% annually toward the deductible. Funding shall be made in 10 equal monthly installments and shall be made for each month the employee participates in the plan. It is understood that the Board has no obligation to fund any portion of the HSA deductible for the HDHP after a participating AAC member has left the Board’s employ.

4. A Disability Program which provides for partial salary continuation through a group long-term disability (LTD) plan as follows: Following the 180 day elimination period, the monthly benefit will be sixty percent (60%) of the member’s basic

monthly earnings to a maximum of \$6500 per month. The plan provides a convertibility option for AAC members who retire or terminate their employment with the BOARD. Conversion will be at the member's expense.

5. Administrators who retire may at their own expense purchase the medical coverage under the group rate.
6. AAC members shall be eligible to participate in the Town's Flex Spending Account in accordance with its terms and conditions.
7. Wellness Incentive: The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If a teacher and the teacher's spouse (as applicable) fulfill all applicable requirements of the wellness program for a plan year, the Board will contribute an additional five percent (5%) of the applicable deductible under the HSA plan into the teacher's HSA for the following year.

8. Excise Taxes

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 2018.

Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement 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 on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

### **ARTICLE III - CONDITIONS OF EMPLOYMENT**

A. **LEAVE POLICY**

1. Sick Leave

Each AAC member hired by the Board as an administrator prior to July 1, 2013 shall be entitled to twenty-five (25) days leave with pay each year for personal illness with the right to accumulate unused days from year to

year; such accumulation to be up to 228 days. Each AAC member hired by the Board as an administrator on or after July 1, 2013 shall be entitled to twenty (20) days leave with pay each year for personal illness with the right to accumulate unused days from year to year; such accumulation to be up to 228 days. Up to five (5) sick days per year may be used for illness of the AAC member's spouse, child, or parent.

2. Personal and Emergency Leave

Each AAC member hired by the Board as an administrator prior to July 1, 2013 shall be entitled to the equivalent of ten (10) days of paid absence (personal and emergency reasons), for purposes of emergencies and to handle personal matters not otherwise capable of being handled outside of the normal work day. Each AAC member hired by the Board as an administrator on or after July 1, 2013 shall be entitled to the equivalent of five (5) days of paid absence (personal and emergency reasons), for purposes of emergencies and to handle personal matters not otherwise capable of being handled outside of the normal work day. Whenever possible the AAC member shall notify his/her immediate superior in writing of an impending personal absence, although an explanation is not necessary.

3. Sabbatical Leaves

Sabbatical leaves of one-half or one full year may be granted at the discretion of the BOARD to AAC members upon recommendation by the Superintendent for purposes of approved study, travel, or planned programs of professional activity, subject to the following conditions:

- a. Sabbatical leaves shall be granted only to those who have completed seven years of service in Canton, and who have a Master's Degree.
- b. Requests for sabbatical leave must be received by the Superintendent no later than January 1 of the school year preceding the school year for which the sabbatical leave is requested. The BOARD will render final action on such applications and inform applicants of its decisions before March 1. Applications will include an outline of the purpose, the activities (itinerary), and the interim and final report which will constitute the Sabbatical Leave Program.
- c. An AAC member, while on sabbatical leave, shall be paid a sum not to exceed 100% and not to be less than 50% of his/her annual contract rate for the contract year preceding the year of sabbatical leave. Said sum shall be equal to the amount determined by subtracting the cost in salary of providing replacement for the

AAC member while the latter is on sabbatical leave from 125% of the AAC member's annual contract rate for the contract year preceding the year of the sabbatical leave. Should the requirement to pay a minimum of 50% of the AAC member's annual contract rate for the contract year preceding the year of the sabbatical leave when combined with the cost of providing a replacement for the AAC member while the latter is on sabbatical leave exceed a sum which is 125% of the AAC member's annual contract rate for the contract year preceding the year of the sabbatical leave, the BOARD shall be authorized solely for economic reason to deny the request of sabbatical leave.

- d. The AAC member shall agree to return to employment in Canton for one year for each semester of leave granted. If the AAC member does not return, he/she must repay the full amount of reimbursement granted. If he/she returns for only one year to Canton, he/she must repay one half the amount. No leave shall be granted unless the applicant agrees in writing to comply with this requirement.
- e. No more than one (1) AAC member will be granted sabbatical leave each year.
- f. Any subsequent changes in the planned program must be approved by the Superintendent of Schools.
- g. The applicant will attempt to secure financial grant-in-aid as a possible means of reducing the cost of the program to the community. It shall be understood that the total amount of compensation to be received from all sources shall not exceed the recipient's placement on the Canton salary schedule for the next year of the sabbatical leave. Any monies in excess of the recipient's Canton salary shall be deducted from the 50% of the full salary.

#### 4. Family & Medical Leave

AAC members who are eligible will be granted unpaid family and medical leaves of absence in accordance with federal law and BOARD policy.

### B. WORK YEAR

The work year for AAC members shall be twelve (12) months. AAC members shall be entitled to 20 days (one month) paid vacation, 25 days after five (5) years administrative service, and thirteen (13) paid holidays. (See Appendix II). If the Board schedules school for any holiday, that holiday would be considered a floating holiday. If the member is unable to take their floating holiday during the



calendar year, the member will be paid his/her per diem rate for said floating holiday.

Vacation time off shall be scheduled by mutual agreement of the AAC member and his/her immediate supervisor, taking into consideration workload and the wishes of the AAC member. Approval of a request for vacation time off shall not be unreasonably withheld.

C. WORK DAY

AAC members are expected to use discretion in the management of their schools or departments. Their working hours will be determined by the requirement of their positions.

D. PROFESSIONAL MEETINGS

1. All AAC members are expected to attend those national, regional and state professional meetings, conferences, and conventions that, in the Superintendent's judgment, may be of benefit to the school system.
2. For those professional meetings receiving prior approval of the Superintendent, basic expenses for transportation, housing, food, registration and other directly related miscellaneous items will be paid by the BOARD upon presentation of proper forms. The following sum shall be budgeted by the BOARD to meet these approved expenses during this contract:  

\$7,500 per year
3. If the expenses incurred by AAC members through attendance of professional meetings should exceed the amount allocated above, additional money will be available through a transfer from the Professional Advancement account if this amount has not been depleted.
4. All expenses incurred by AAC members through attendance at meetings which they are required to attend because of their position and/or their responsibilities shall be the responsibility of the BOARD of Education with the approval of the Superintendent.
5. These expenses shall be separate from professional development expenses outlined in paragraphs one and two of this section.
6. A sum of \$500 shall be budgeted by the BOARD to meet these approved expenses during each year of this contract.

E. PROFESSIONAL ADVANCEMENT

The following sum shall be applied to tuition reimbursement for this contract:

\$5,000

The sum shall be apportioned among the members of AAC eligible for reimbursement of tuition costs. Said reimbursement, which shall not exceed 100% nor less than 50% of tuition costs, shall be applicable for any course taken by members of AAC in pursuit of their professional growth and which, in the opinion of the Superintendent, would result in the improvement of their performance within the school system. Payment will be made upon satisfactory completion of the course. Should the requirement to pay a minimum of 50% of tuition costs necessitate payment in excess of the budgeted sum for all tuition reimbursement in a given school year during the term of the AGREEMENT, the Superintendent shall be authorized solely for economic reasons to deny tuition reimbursement to an AAC member for a course taken by the latter.

F. INTER-SCHOOL TRAVEL

All members of AAC with responsibilities for or in more than one school shall be reimbursed for the use of their automobile at the current IRS rates as of June 30<sup>th</sup> of each year of the Agreement.

Such payment shall be made semi-annually upon submission of a mileage report to the Superintendent.

Monies paid to such personnel shall not be taken from funds allocated for transportation in Article III, Section D of this contract but shall be drawn from funds specifically set aside for this purpose.

G. PROMOTIONS AND SPECIAL POSITIONS

1. All AAC members shall be given adequate opportunity to make application for positions covered in this contract.
2. All administration appointments shall be made without discrimination in regard to race, creed, color, religion, nationality, genetic information, age, disability, sex, sexual orientation, gender identity or expression or marital status.

H. AAC - BOARD CONSULTATION

The BOARD negotiators will, when deemed feasible by such negotiators, endeavor to consult with a designated representative of the AAC membership regarding matters relating to Conditions of Employment in the EAC contract with the BOARD before decisions involving such matters are finalized in the course of

negotiations between the BOARD of Education Negotiators and the Negotiators of the Education Association of Canton (EAC).

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

##### **A. DEFINITIONS**

1. A "grievance" is a complaint by an administrator that, as to him/her or them, there has been a violation, misinterpretation or misapplication of the provisions of this AGREEMENT, or of the rules, regulations , administrative policies, or directives of the BOARD or that they have been treated unfairly, or in a manner inconsistent with established policy or practice.
2. An "aggrieved person" is the person or group of persons making the complaint.
3. A "party at interest" is any person or persons who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. "Days" when used in this Article shall, unless otherwise indicated, mean calendar days, excluding Saturday and Sunday and holidays as set forth in Appendix II.

B. PROCEDURE

1. Any aggrieved person shall first discuss the matter with his/her immediate superior directly and make every effort to resolve the problem at this level.
2. If the aggrieved person is not satisfied with the informal disposition of the grievance, he/she may directly, or through the AAC, file with the Superintendent a written grievance within twenty-one (21) days of the occurrence giving rise to the grievance. If the Superintendent is not the aggrieved AAC member's immediate supervisor, he/she shall simultaneously provide his/her immediate supervisor with a copy of the written grievance.

Within five (5) days after the receipt of the grievance, the Superintendent or designee shall meet with the aggrieved and representatives of AAC, if involved. A record shall be kept of the hearing by the Superintendent or his/her designee and by the aggrieved and/or representative of AAC. The Superintendent shall render a written decision to the aggrieved person with a copy to AAC if involved, within five (5) days after the hearing.

3. If a party at interest is not satisfied with the decision of the Superintendent, or if no decision has been rendered within five (5) days after the meeting with the Superintendent, he/she may, individually or through AAC, file a written request for appeal with the Chair of the BOARD within five (5) days after the decision.  
Within ten (10) days after the receipt of the appeal, the BOARD or a committee thereof shall meet with the aggrieved and/or a representative of AAC. A record shall be kept of the hearing by the BOARD secretary or his/her designee and by the aggrieved and/or representative of AAC. The BOARD shall render a written decision to the aggrieved person, with a copy to AAC within ten (10) days after the hearing.
4. If the AAC is not satisfied with the disposition of the grievance, or if no decision has been rendered by the BOARD at step 3, the AAC may file a request for arbitration with the American Arbitration Association (AAA) within fifteen (15) days after receipt of the response from the BOARD or after the due date for such response. A copy of such request shall be filed simultaneously with the BOARD. If mutually agreed, the parties may choose to engage in arbitration independent of the AAA by selecting an arbitrator by mutual agreement.

Arbitration shall proceed in accordance with the rules and regulations of the American Arbitration Association for labor disputes.

The arbitrator shall be without power or authority to add to, delete from or modify this Agreement or to make any decision which requires the commission of an act prohibited by law or which is in violation of the Agreement. Such decision shall be final and binding, subject to the provisions of Section 52-418 of the Connecticut General Statutes. The cost for arbitration shall be borne equally by the parties.

C. MISCELLANEOUS

1. Decisions at all levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore.
2. All comments, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.
4. Nothing contained herein shall be construed as limiting the right of any administrator having a problem to discuss the matter informally and confidentially with any appropriate superior or member of AAC.
5. The number of days indicated at each level is a maximum and every effort should be made to complete the successive steps in less time if possible; provided, however, that the time limits indicated may be extended by mutual agreement of the parties at the level concerned, with a corresponding change in any related time limits, but in no event for a period to exceed ten (10) additional days to each step.
6. In the event a grievance is filed on or after June 1, every effort shall be made to resolve the same prior to the end of the school term or as soon thereafter as is practicable.
7. Failure at any level in the procedure to communicate the decision on a grievance within the specified time limits shall entitle the aggrieved person to proceed to the next step. Failure at any level in this procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
8. No reprisals of any kind shall be taken by either party or by any member of the administration against any party at interest, or any other member of AAC by reason of his/ her participation in the grievance procedure.

## **ARTICLE V- JUST CAUSE**

No administrator shall be disciplined, including disciplinary demotion, except for just cause.

## **ARTICLE VI - REDUCTION IN PROFESSIONAL STAFF**

### **A. GENERAL STATEMENT**

The BOARD has the sole and exclusive prerogative to eliminate administrative positions consistent with the provisions of the Connecticut State Statutes. When the BOARD determines to eliminate administrative positions due to decreases in school enrollment, changes in curriculum, budgetary constraints or other cause, the following policy and procedure shall be followed.

### **B. PROCEDURE**

1. The BOARD shall determine which administrative position shall be subject to elimination. However, prior to displacing an administrator under this procedure, the BOARD will give every consideration to its ability to effectuate possible reduction in staff by voluntary retirement or resignation, provided that remaining personnel are qualified to perform the available work.
2. No administrator shall be displaced from administrative employment when a position exists in the administrators unit which is either vacant or will be vacant by July 1 or is occupied by an administrator with fewer years of administrative service in the Canton school district, provided that the administrator is certified and qualified for the position and, where a position is held by an administrator with fewer years of administrative service in the Canton school district, the administrator whose position is subject to elimination is equally qualified for the position held by less senior administrator. Factors used to assess qualifications include:
  - a. specified unique abilities and/or competencies possessed to meet needs of remaining positions;
  - b. experience relative to needs of remaining positions;
  - c. highest degree status;
  - d. total administrative experience.

Notwithstanding the foregoing, no administrator may assume an administrative position of higher pay.

3. In the event an administrator is relieved of his/her duties as an administrator because of a reduction in staff and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified and qualified, subject to the reduction in force contract provision or policy then in effect relative to teachers in the teachers' unit.

C. REAPPOINTMENT

1. The name of any administrator whose service has been terminated because of the elimination of a position or reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for twenty four (24) months or for the duration of the current contract, whichever is longer, provided such administrator does not refuse a reappointment.
2. An administrator on the reappointment list shall receive a written notice of the existence of a vacant, or soon to be vacant or new position, prior to consideration of another applicant. The BOARD may, however, post or otherwise advertise the vacancy. The administrator must respond within ten (10) days of receipt of notification. Administrators shall then be rehired from the reappointment list in the reverse order of layoff contingent upon proper certification and qualifications.

**ARTICLE VII - EFFECT OF LEGISLATION - SEPARABILITY**

If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Connecticut, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect

**ARTICLE VIII - TERM OF AGREEMENT**

The term of this AGREEMENT shall be the period July 1, 2016 through June 30, 2019.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015:

CANTON BOARD  
OF EDUCATION

ADMINISTRATORS' ASSOCIATION  
OF CANTON, INC.

\_\_\_\_\_  
Leslee B. Hill, Chair

\_\_\_\_\_  
Kevin Hanlon, President



## APPENDIX I - SALARIES

### 2016-2017 Salary Schedule

<b>Step</b>	<b>CHS Principal</b>	<b>CIS/CBPS/MS Principal, Dir.PPS</b>	<b>CHS Assistant Principal</b>
<b>1</b>	\$135,578	\$127,379	\$119,474
<b>2</b>	\$138,506	\$129,721	\$122,402
<b>3</b>	\$141,434	\$132,651	\$125,330
<b>4</b>	\$144,363	\$135,578	\$128,259
<b>5</b>	\$147,289	\$138,506	\$131,187
<b>6</b>	\$150,218	\$141,434	\$134,114

### 2017-2018 Salary Schedule

<b>Step</b>	<b>CHS Principal</b>	<b>CIS/CBPS/MS Principal, Dir.PPS</b>	<b>CHS Assistant Principal</b>
<b>1</b>	\$139,645	\$131,200	\$123,058
<b>2</b>	\$142,661	\$133,613	\$126,074
<b>3</b>	\$145,677	\$136,630	\$129,090
<b>4</b>	\$148,694	\$139,645	\$132,106
<b>5</b>	\$151,708	\$142,661	\$135,123
<b>6</b>	\$154,725	\$145,677	\$138,138

### 2018-2019 Salary Schedule

<b>Step</b>	<b>CHS Principal</b>	<b>CIS/CBPS/MS Principal, Dir.PPS</b>	<b>CHS Assistant Principal</b>
<b>1</b>	\$143,835	\$135,136	\$126,750
<b>2</b>	\$146,941	\$137,621	\$129,856
<b>3</b>	\$150,048	\$140,729	\$132,963
<b>4</b>	\$153,154	\$143,835	\$136,070
<b>5</b>	\$156,259	\$146,941	\$139,176
<b>6</b>	\$159,367	\$150,048	\$142,282

## **APPENDIX II - HOLIDAYS**

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Day after Christmas Day

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

### **APPENDIX III**

#### **WORKERS' COMPENSATION OFF-SET TO SICK LEAVE**

Whenever an administrator is absent from school as a result of a personal injury compensable under the Workers' Compensation Law of Connecticut and caused by an accident arising out of and in the course of his/her employment (as opposed to an assault, which is governed by §10-236a of the Connecticut General Statutes), he/she may elect to charge all or part of such absence during the period of temporary disability due to the accident to the sick leave days to his/her credit, in which event (a) he/she shall receive the sick leave pay to which he/she is entitled for the period so charged to his sick leave credits less the amount of any Workers' Compensation award made for temporary disability due to said injury for any period for which such sick leave is paid, and (b) his/her accumulated sick leave as of the last day worked prior to the said period of absence shall be charged proportionately in the same ratio that the amount of his/her total daily sick leave benefit less his/her daily Workers' Compensation benefit bears to his/her total daily sick leave benefit.