

**Agreement Between  
The Board of Education of  
Regional District Eleven  
And  
Region Eleven Association of  
School Administrators**

**July 1, 2016 – June 30, 2018**

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### **Section 1- Recognition**

The Board of Education of District Eleven (hereinafter referred to as “the Board”) hereby recognizes the Region 11 Association of School Administrators (hereinafter referred to as “the Association”) as the exclusive representative for the Administrators below the rank of Superintendent, as defined in Sections 10-153b through 10-153f of the Connecticut General Statutes, for purposes of collective bargaining as defined in the aforementioned statute.

### **Section 2 - Terms of Agreement- Duration**

This agreement shall be in force and effect from July 1, 2016 through June 30, 2018.

### **Section 3- Right to Manage**

Subject to the provisions of the Agreement, the Board and the Superintendent of Schools reserve and retain the full right, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage the public school system of Region Eleven under all applicable governing laws, rules, ordinances, and regulations. This agreement is subject to section 10-151 of the Connecticut General Statutes, which shall be the exclusive method of determining whether the Administrator’s employment as a certified employee shall be terminated or non-renewed.

### **Section 4- Work Day and Work Year**

The normal work day shall be at least Monday through Friday less applicable vacation days and holidays. The bargaining unit is also required to perform duties outside the normal work days including but not limited to evening and weekend work as reasonable, customary and necessary. In addition, members of the bargaining unit are expected to perform all functions related to their job description and professional responsibilities as part of their normal work week/year.

The normal work year is twelve (12) months or ten (10) months or as otherwise determined by the Superintendent, including the creation of part-time positions. The work year for ten month administrators is the teacher work year plus five days before and five days after.

**Twelve (12) months** Administrators shall be entitled to twenty two (22) vacation days annually, to be taken at a time acceptable to the Superintendent of Schools, and the following holidays:

- |                        |                        |
|------------------------|------------------------|
| Independence Day       | Day after Christmas    |
| Labor Day              | New Year's Eve Day     |
| Columbus Day           | New Year's Day         |
| Veteran's Day          | Martin Luther King Day |
| Thanksgiving Day       | President's Day        |
| Day after Thanksgiving | Good Friday            |
| Christmas Eve Day      | Memorial Day           |
| Christmas Day          |                        |

The above holidays shall be taken on the date declared by the State or Federal Government, or in lieu thereof by the Board of Education, as the official day of celebration, and only when school is not in session.

Administrators shall be eligible to carry over one week total of unused vacation time into the next contract year. This is not cumulative.

Less than twelve (12) month administrators shall receive vacation and holiday on a pro-rata basis.

## **Section 5- Leaves**

### **A. Sick Leave**

Sick leave shall be granted to the Administrator in the amount of fifteen (15) days per year cumulative to one hundred sixty five (165) days. Total sick leave for a given year shall become available at the beginning of the year. Accumulated days of sick leave will remain in a bank for the Administrator to use as necessary. Upon separation of the parties of this agreement, the Administrator will receive \$20 for each sick day remaining in his sick bank, not to exceed 165 days. Such payment will be made during the first payroll period following separation.

### **B. Personal Days**

The Administrator shall be eligible for three (3) personal leave days per year during the term of this Agreement will full pay. Two (2) personal days to be used for business that cannot be conducted at any other time. One (1) day to be used at the discretion of the Administrator. Additional personal leave days may be granted at the discretion of the Superintendent of Schools.

### **C. Religious Holidays**

The Administrator shall be entitled to a maximum of three (3) school days per year without loss of pay during the term of this Agreement to the extent required for the observance of religious holidays.

### **D. Conference Leave**

At the discretion of the Superintendent, the Administrator may be granted an unspecified number of days with full pay and reimbursement for expenses for such purposes as visiting days, organization meetings, conferences, and community relation activities, subject to budgetary limitations and with the prior written approval of the Superintendent.

### **E. Bereavement**

The Administrator shall be eligible for five (5) days per school year with pay for each death of an immediate family member. The immediate family member shall be defined to include the Administrator's children, parents, spouse, or spouse's parents. Other bereavement days may be granted at the discretion of the Superintendent.

F. If school is cancelled due to inclement weather, administrators have the choice of coming in, or of taking a vacation or personal day.

### **Section 6- Sabbatical Leave**

After the Administrator has accumulated seven (7) years of service as an administrator in Region Eleven, he/she may apply for a sabbatical leave for a period of up to one year for the purpose of engaging in education activity consistent with the needs of the school system. After review of his/her application for a sabbatical leave, the Superintendent shall forward the application and his/her recommendations to the Board for its consideration. The Board may grant or deny the application in its absolute discretion. A denial is not grievable. The leave, if approved, shall be in effect only for the time during which the Administrator is engaged in educational activities. During the sabbatical leave, the Administrator shall be paid at the rate equivalent to one-half of his/her annual salary in effect at the time of the start of the sabbatical. At the conclusion of the leave, the Administrator agrees to return to his/her position with the District, and to provide three years of service in said position, and to repay the District the salary received during the sabbatical if the Administrator fails to provide said three years of service. To this end, the Administrator shall sign a promissory note memorializing this legal obligation. Such note shall provide for interest at the legal rate and shall obligate the Administrator to pay all costs of collection, including reasonable attorney's fees.

### **Section 7- Maternity/ Paternity Provisions**

The Administrator shall be eligible for a maternity or paternity leave in accordance with all applicable state and federal law.

### **Section 8- Professional Dues**

The Administrator shall be reimbursed for payment of dues to professional organizations relating to their area of assignment as approved in writing in advance by the Superintendent of Schools, subject to budgetary limitations.

### **Section 9- Staff Development**

#### **A. Tuition Payment**

The Board will reimburse tuition for courses or other training workshops which are successfully completed by the Administrator and which have been approved in advance in writing by the Superintendent. Such request shall be made in light of the district's needs and budgetary limitations. Tuition reimbursement will not be applicable during sabbatical leaves.

#### **B. Management Training and Conference Attendance**

The Administrator may request to attend management training activities and conferences. The Superintendent of Schools may grant such requests at his absolute discretion in light of the district's needs and budgetary constraints.

### **Section 10- Transportation Allowance**

The Administrator, when using his/her motor vehicle on school-related business, shall be reimbursed at the current IRS rate per mile. Said reimbursement is not applicable to commuting expenses. Requests for compensation for school-related travel will be subject to authorization and prior approval of the Superintendent.

### **Section 11- Grievance Procedure**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to claims alleging breach or violation of the terms of this collective bargaining agreement. Both parties agree that, except as required by law, proceedings shall be kept confidential if requested by either party.

## **B. Definitions**

“Grievance” shall mean a claim based upon an event or condition alleging breach of the terms of this contract.

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

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

## **C. Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest. Failure by the aggrieved Administrator at any level to appeal a grievance to the next level within specified time limits shall be deemed to be acceptance of the decision rendered at that level.

## **D. Informal Procedures**

Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or a problem with any appropriate member of the administration.

## **E. Formal Procedure**

### **Level One- Superintendent of Schools**

- (a) If the Administrator believes that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement, then the Administrator shall attempt to resolve the matter with the Superintendent of Schools. A grievance shall be deemed waived unless it is submitted within fifteen (15) days of the date the Administrator knew or had reason to know of the basis for such a claim.
- (b) The Superintendent shall, within ten (10) days after the receipt of the referral, meet with the aggrieved Administrator and with representatives of the Association for the purpose of resolving the grievance. Minutes of such hearing shall be kept by the Superintendent (this shall not require a stenographic record) and be made available to any party in interest upon written request.

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

#### **Level Two- Board of Education**

- (a) If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.
- (b) The Association may, within five (5) days after receipt, refer the appeal to the Board of Education.
- (c) The Board of Education shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved Administrator and with the representative of the Association for the purpose of resolving the grievance.
- (d) The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the Association.

#### **Level Three- Arbitration**

- (a) If the aggrieved Administrator is not satisfied with the disposition of his/her grievances at Level Two, he/she may, within three (3) days after the decision or within six (6) days after the Board meeting, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- (b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- (c) The Chairperson of the Board and President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to provide a list of arbitrators from which the parties may select the single arbitrator pursuant to the rules of the AAA.
- (d) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved Administrator and other parties in the interest as he/she deem requisite.

- (e) The arbitrator shall, within twenty (20) days after close of hearings and submission of briefs render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be binding on all parties of interest.
- (f) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

**Section 12- Just Cause**

No Administrator shall be reprimanded or suspended or disciplined or demoted without just cause.

**Section 13- Impact Negotiations**

Administrators and the Board shall negotiate over any significant changes in working conditions created by a reduction in force, reorganization, or any changes in a previous workday structure. These negotiations may include modifications to the salary, hours, and other conditions of employment.

**Section 14- Insurance Benefits**

The Board of Education will provide the following insurance benefits to the Administrator at 19% premium cost share effective July 1, 2016, and 20% premium cost share effective July 1, 2017 by the Administrator under the terms set forth in the Board's insurance contracts:

- A. High Deductible Health Plan/HSA or, on a buyup basis, a PPO Plan for the Administrator and eligible family members. A description of Plan benefits is attached hereto.
- B. Dental coverage for the Administrator and eligible family members at 19% premium cost share effective July 1, 2016, and 20% premium cost share effective July 1, 2017.
- C. Life insurance for the Administrator in the amount of \$100,000.
- D. Disability insurance for the Administrator to the age of 65 after the expiration of his/her accumulated sick leave. The specific terms of this policy including the amount of disability pay, shall be on file with the Superintendent of Schools and may be reviewed by the Administrator.

Employees eligible to receive medical insurance under this Article and who are eligible to receive employer provided medical insurance elsewhere, who elect to waive District coverage for a full work year shall receive an annual payment of \$1,526.88 for waiving family coverage, \$1,288.44 for waiving employee plus one coverage and \$892.08 for

waiving single coverage, in lieu of the insurance benefit, provided he/she is employed at the time payment is due. Payment installments shall be made in the middle and at the end of each work year. Qualifying employees who begin employment during the work year shall receive a pro-rate share of the annual payments. All waiver payments are contingent on completion of a payment waiver form and proof of completed and submitted to the administration no later than thirty (30) days following an employee's election to waive health insurance. If an employee fails to comply with the procedure, the employee shall forfeit his/her right to the waiver payment.

The Board may change insurance carriers or self-insure in whole or in part provided the Administrator benefits remain substantially equal to benefits provided by the previous carrier or plan.

### **Section 15- Savings Clause**

If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect. The Agreement shall not be modified in whole or in any part by the parties, except by an instrument in writing duly executed by both parties.

### **Section 16- Salaries/ Compensation**

The 2015-2016 salaries for the bargaining unit positions are as follows:

High School Principal: \$115,000, with or without an Assistant Principal.

High School Assistant Principal: \$99,910 with a pro-rata reduction if posted as a ten (10) month position.

Director of Special Education (Part Time): \$37,750 based on two days per week service to Region 11.

All salaries listed above are effective the 2015-2016 work year and are inclusive of any budgeted salary increases for the 2015-2016 year.

The above referenced salaries shall be increased as follows during the term of this Agreement:

2016-2017: 2% increase  
2017-2018: 2% increase

**Section 17- Signature Block**

In witness whereof, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

**Region Eleven Board of Education:**

By   
Chairman

3-15-16  
Date

**Region Eleven Administrator's Association:**

By   
Present

3-15-16  
Date

**Regional School District #11**  
**Administrators Negotiations**  
 Effective July 1, 2016 (Based on 7/1/2016 rates)

	Option 1	Recommend no change in plan design, HDHP/HSA as a base plan with Flex POS as a buy up
	<b>Flex POS</b> <b>Non-Gatekeeper</b>  \$30 Office Visit /\$30 Specialist \$75 High Cost Imaging \$300 admission Hospital Copay \$250 Outpatient Surgery Copay \$75 UC/\$126 ER Copay  <b>Out of Network:</b> Deductible \$600/1000/1600 Coins. 70 / 30 OOP \$5000/10000/15000 Unlimited Lifetime max  Full Commercial Managed Rx Card \$5/25/40 mail order - 2x copay unlimited max	
Individual	\$807.40	
2 Person	\$1,814.79	
Family	\$2,099.23	

	Subgroup 007474 002-003 <b>ConnectCare</b> <b>Health Savings Account \$2,500/\$5,000</b> <b>Non-Gatekeeper</b>  <b>In Network</b> Deductible \$2,500/\$5,000 combined with OON Co-insurance 100/0, after deductible \$0 Wellness, deductible waived All other Medical/RX, 0% after deductible Out of Pocket Max \$2,500/\$5,000  <b>Out of Network</b> Deductible \$2,500/\$5,000 combined with In Network Co-insurance 70/30, after deductible Out of pocket max \$5,000/\$10,000	
Individual	\$822.44	
2 Person	\$1,244.89	
Family	\$1,618.35	

\*Board contributes 50% of the HSA deductible

MDG 9-18-2015