

AGREEMENT

between the

REGION ONE BOARD OF EDUCATION

and

**REGION ONE FEDERATION OF
SCHOOL ADMINISTRATORS**

July 1, 2016 - June 30, 2019

This agreement is made and entered into by and between the REGION ONE BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the REGION ONE FEDERATION OF ADMINISTRATORS, (hereinafter referred to as the "Association").

RECOGNITION

1.1 The Board recognizes the Association as the exclusive representative as defined in the Connecticut General Statutes, CGS §10-153(b)(a)(1), as amended, for Board of Education certified professional employees employed in positions requiring an intermediate administrator or supervisory certificate and not excluded from the purview of CGS §10-153a-g, inclusive, for the purposes of negotiating salaries and other conditions of employment.

CERTIFICATION

2.1 Administrators shall maintain all certifications as may be necessary to perform their professional duties, including but not limited to administrative certification in accordance with all applicable statutes and regulations, throughout the term of this agreement.

BOARD PREROGATIVES

3.1 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 public schools for the Region One School District in all its aspects, including, but not limited to, the following:

- a. To maintain public schools and such other educational activities as in its judgment will best serve the interests of the Region One School District, including, but not limited to, deciding the need for school buildings, determining the care, maintenance and operation of buildings, land and other property used for school purposes, making such provisions as will enable each child of school age residing in the member towns to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; deciding which textbooks are to be used; and preparing and submitting budget and, in its sole discretion, expending monies appropriated for the maintenance of the schools, and making such transfers of funds within the appropriate budget as it shall deem desirable.
- b. To employ, assign, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or otherwise legitimate reasons when it shall be in the best interest of the Board.
- c. To prescribe rules for the management, studies, classification and discipline for the public schools.

- d. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work.
- e. To create job descriptions and revise existing job specifications as deemed appropriate and necessary.

It is understood that administrators shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administrative policies, rules and regulations.

3.2 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 consistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the procedure for Resolution of Differences as provided in Article 8 of this Agreement.

DUES AND SERVICE FEES

4.1 All administrators employed by the Board shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall not be greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment.

4.2 The Board agrees to deduct from each administrator's paycheck an amount equal to the Association membership dues or service fee by means of payroll deductions. Association membership dues or service fees will be deducted from each paycheck and shall be equal to the total Association membership dues or service fees divided by the number of paychecks due the administrator in the work year. The amount of Association membership dues and service fees shall be certified by the Association to the Board prior to the first paycheck in any work year.

4.3 The Association shall indemnify and hold the Board harmless from any and all demands, suits, complaints and claims, including reasonable attorney's fees caused by or arising out of the administration or enforcement of this Article.

TERMS OF EMPLOYMENT

5.1 The work year of the Director of Pupil Services, High School Principal and Assistant Principal of the High School is two hundred twenty-seven days (227) days, not including vacation and holidays. The work year for the Supervisor of Special Education is two hundred ten (210) days. It is expected that administrators will work each day that school is in question, except as provided by the terms of this Agreement.

LEAVE PROVISIONS

Sick Leave

6.1 Administrators shall receive fifteen (15) days of sick leave each year for personal illness. Unused sick leave shall be accumulated from year to year, up to one hundred ninety (190) days. At the request of the Superintendent or his/her designee, an employee may be asked to supply a physician's certificate validating the reason for his/her absence due to sick leave.

6.2 Accumulated sick leave not used during an administrator's employment with the Board will be lost upon the end of said employment, and no payment will be made by the Board to an administrator for unused accumulated sick days.

Personal Leave

6.3 Administrators may request up to three (3) personal days annually for matters of pressing personal concern which cannot be conducted outside of working hours. Personal days are non-accumulative from year to year.

Bereavement Leave

6.4 Administrators are entitled to up to five (5) bereavement days annually.

Vacation

6.5 The Director of Pupil Services, High School Principal and Assistant Principal of the High School shall receive twenty (20) days of vacation annually. An administrator must obtain prior approval for any vacation leave taken. Up to five (5) vacation days may be carried over from one contract year to the next by an administrator with the permission of the Superintendent. Except for the five (5) days indicated, vacation days are non-accumulative and vacation days not used during the employment year will be lost.

Holidays

6.6 The Director of Pupil Services, High School Principal and Assistant Principal of the High School are entitled to paid holidays on days designated as holidays by the Board, not to exceed thirteen (13) holidays.

PERSONNEL FILES

7.1 Administrators shall have the opportunity to review and discuss the information contained in their personnel file. No derogatory material will be placed in an administrator's file unless he/she first has an opportunity to review the material, and the administrator will have an opportunity to submit a written response to this material and have the response placed in his/her personnel file.

GRIEVANCE PROCEDURE

8.1 Definitions

- a. "Grievant" is defined as any member of the bargaining unit and may include a group of similarly affected employees.
- b. A "grievance" shall mean a complaint by an administrator or group of administrators that there has been a violation or misapplication of a specific provision of this Agreement. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied.
- c. "Days" shall mean weekdays except for holidays as referenced in Article 6.6.

8.2 Time Limits:

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified, however, may be extended by written agreement of the parties.
- b. If the grievant does not file a grievance in writing with the Superintendent within fifteen (15) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall constitute a waiver of the right to proceed further with the grievance.

8.3 Informal Step

- a. If an employee feels that he/she may have a grievance, he/she may first discuss the matter with the Superintendent in an effort to resolve the problem informally.

8.4 Level One - Superintendent of Schools

- a. If an administrator is not satisfied with the outcome of the informal grievance procedures as defined in the above, then the administrator shall present his/her claim as a written grievance to the Superintendent.
- b. The Superintendent shall, within ten (10) days after the receipt of the written grievance, meet with the grievant and render his/her decision in writing to the grievant by registered or certified mail, or hand delivery.

8.5 Level Two - Board of Education

- a. In the event that the administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may file, within five (5) days of the written decision or fifteen (15) days of the filing of the grievance with the Superintendent, a written grievance with the Board.
- b. Within twenty (20) days of receipt of the written grievance, the Board or a subcommittee of the Board shall meet with the grievant for the purpose of resolving the grievance. The grievant may choose to be accompanied by an Association representative.
- c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant.

8.6 Level Three – Arbitration

- a. The grievant may, within three (3) days after receiving the Level Two decision, request in writing to the Association that his/her grievance be submitted to arbitration.
- b. The Association may, within five (5) days after receipt of this request, submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association (“AAA”), which shall act as the administrator of the proceedings. The parties agree that they may expedite the arbitration process by agreeing to a neutral prior to submission. The costs of the arbitration shall be borne equally by both parties.
- c. The arbitration proceedings shall be in accordance with the policies and procedures of the AAA.
- d. The arbitrator may only hear and decide a grievance based upon an alleged violation, misinterpretation or misapplication of this Agreement. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all terms of this Agreement, and shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding on both parties.

REDUCTION IN FORCE

9.1 The Board shall notify the Association of any planned elimination of position(s) and consult with the Association concerning such eliminations. In the event of the elimination of any administrative position, the Board may place the administrator affected in a vacant administrative position for which such administrator is certified and qualified, in the judgment of the Superintendent.

HEALTH INSURANCE BENEFITS

10.1 The Board shall provide the following insurance plan: High Deductible Healthcare Plan (HDHP).

10.2 High Deductible Health Plan

The High Deductible Healthcare Plan ("HDHP") shall include the following components:

- a. Annual deductibles of \$2,000/\$4,000. Effective July 1, 2017, annual deductibles shall be \$2,500/\$5,000.
- b. 100% in-network co-insurance; 80%/20% out of network co-insurance.
- c. Out of pocket maximums of \$4,000/\$8,000 in-network, \$4,000/\$8,000 out of network. Effective July 1, 2017, Out of pocket maximums of \$5,000/\$10,000 in-network, \$5,000/\$10,000 out of network.
- d. Preventive care rider.
- e. Prescriptions included in above deductibles. Effective July 1, 2018, upon satisfaction of the deductible, prescriptions subject to \$5 co-pay for generic drugs, \$25 co-pay for formulary (listed) drugs, and \$40 co-pay for non-formulary (non-listed) drugs. Mail order prescriptions' co-pay is twice the applicable co-pay.
- f. Effective July 1, 2018, upon satisfaction of the deductible, office visits and specialist subject to a \$10 co-pay, and emergency room visits subject to a \$25 co-pay.
- g. The following premium cost sharing arrangement shall be in effect for the High Deductible Health Plan (HDHP).

Effective July 1, 2016, administrators shall pay fourteen percent (14%) of the premium cost

Effective July 1, 2017, administrators shall pay fifteen percent (15%) of the premium cost

Effective July 1, 2018, administrators shall pay sixteen percent (16%) of the premium cost

- g. The Board will contribute into a Health Savings Account (HSA) for each employee selecting the HDHP plan at a level equal to 50% of the applicable deductible amount. The Board's contributions will be deposited into the administrator's HSA on the first payroll in July. The Board shall have no obligation to fund any portion of the HSA deductible amount for retired administrators or other individuals upon their separation from employment.

10.3 Flex Dental Plan

Flex dental plan paying 100/80/50 with no deductibles will include an annual benefit capped at \$1,500/member.

Effective July 1, 2016, administrators shall pay twenty percent (20%) of the annual premium for the Flex Dental Plan.

10.4 Life Insurance

Administrators will be covered by a two hundred and twenty thousand dollar (\$220,000) term life insurance policy - High School Principal, High School Assistant Principal, Director of Pupil Services and Supervisor of Special Education - the premium for which shall be fully paid (100%) by the Board of Education.

10.5 Disability Insurance

The Board of Education shall provide the Supervisor of Special Education with a payment of up to five hundred dollars (\$500) annually, to be utilized for the purchase of disability insurance.

10.6 The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 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 §49801 be mandated to take effect in the 2017-2018 contract year 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.

10.7 The Board may substitute any insurance carrier for any insurance carrier specifically named in this Agreement so long as the new insurance coverage provides an overall level of benefits that remains substantially equivalent to or better than the current insurance coverage. The "substantially equivalent to or better" standard shall be applied on program-wide analysis, including the network, and shall not be benefit specific.

At least sixty (60) days prior to changing insurance carriers, the Board or its designee shall notify the Association in writing. Upon request, the parties shall meet to discuss the proposed change.

10.8 Section 125

The Board shall maintain a Section 125 pre-tax deduction in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provision) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the administrator's 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 and deduction form. The Board of Education 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 this 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, interests or other cost 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.

COMPLETE AGREEMENT

11.1 It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing by the parties. The Board and the Association agree that each had full opportunity to raise all issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. It is further understood that any and all past practices that existed prior to implementation of this Agreement have been identified at the bargaining table and, when appropriate, specifically referenced in this Agreement. Accordingly, neither the Association nor any employee shall make a claim concerning any past practice alleged to have existed prior to implementation of this Agreement.

WAGES

12.1 Administrators will be placed on the appropriate step salary schedule taking into consideration their administrative experience, as well as other factors such as non-administrator experience and educational background. The Superintendent of Schools shall have the final decision as to placement on the salary schedule.

12.2 Those administrators below Step 5 shall advance one step in each of the contract years.

Position	Step	2016/17 Salary	2017/18 Salary	2018/19 Salary
HS Principal	1	\$139,743	\$143,796	\$147,966
	2	\$141,839	\$145,953	\$150,185
	3	\$144,092	\$148,401	\$152,838
	4	\$146,254	\$150,627	\$154,995
	5	\$148,449	\$152,888	\$157,459
HS Asst. Principal	1	\$112,473	\$115,836	\$119,300
	2	\$114,160	\$117,574	\$121,089
	3	\$115,872	\$119,337	\$122,905
	4	\$117,610	\$121,127	\$124,749
	5	\$119,375	\$122,944	\$126,620
Director of Pupil Services	1	\$130,910	\$134,824	\$138,855
	2	\$132,874	\$136,846	\$140,938
	3	\$134,866	\$138,899	\$143,052
	4	\$136,889	\$140,982	\$145,198
	5	\$138,943	\$143,097	\$147,376
Supervisor of Special Ed.	1	\$107,114	\$110,316	\$113,615
	2	\$108,720	\$111,971	\$115,319
	3	\$110,352	\$113,652	\$117,050
	4	\$112,007	\$115,356	\$118,805
	5	\$113,687	\$117,086	\$120,587

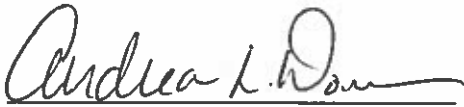
12.3 Effective July 1, 2016, all administrators who have an earned Doctor of Philosophy (Ph.D.) or Doctor of Education (Ed.D.) from a college or university accredited in the field in which the degree was earned by a regional accrediting association or the National Council of Accreditation of Teacher Education shall receive a two thousand dollar (\$2,000) stipend.

12.4 Effective July 1, 2018, administrators who have a minimum of five (5) years of service in the district shall receive an additional sum of one thousand dollars (\$1,000) 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.

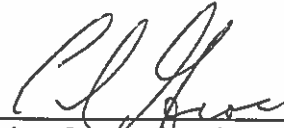
12.5 The base salaries of administrators shall be comprised of sections 12.2, 12.3 and 12.4, as applicable.

DURATION

13.1 The provisions of this agreement shall take effect July 1, 2016 and shall remain in full force and effect up to and including June 30, 2019.



Andrea L. Downs, Chairman
Regional School District #1
Board of Education



Region One Federation of
School Administrators

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