

**COLCHESTER BOARD OF EDUCATION**

**AND**

**COLCHESTER ASSOCIATION OF SCHOOL  
ADMINISTRATORS**

**AGREEMENT**

**JULY 1, 2017 – JUNE 30, 2018**

September 18, 2016  
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## ARTICLE I RECOGNITION

The Colchester Board of Education, herein referred to as the Board, recognizes the Colchester Association of School Administrators, herein referred to as CASA, as the collective bargaining representative for all personnel holding positions which require the Intermediate Administrator's certificate and whose administrative or supervisory duties equal 50% or more of that employee's assigned time, except as provided in Connecticut General Statutes §10-153b(b).

## ARTICLE II BOARD PREROGATIVES

- A. 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 in the Town of Colchester in all its aspects, including, but not limited to, the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester; to give the children of Colchester as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance, and operation of buildings, land, apparatus, and other property used for school purposes; to determine the number, age, and qualifications of pupils to be admitted into each school; to employ, assign, and transfer unit members; to suspend or dismiss the unit members of the schools in the manner provided by statutes; to designate the schools which shall be attended by the various children within the town; to make provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification, and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use, and safekeeping of the school libraries and to approve plans for school buildings; to prepare and submit budgets to the Town of Colchester, and, in its sole discretion, expend monies appropriated by the town for maintenance of the schools, and, to make such transfers of funds within the appropriated budget as it shall deem desirable. 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 any of the specific terms and provisions of this agreement: The Board's right to make policy with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained; shall not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE III  
CONSULTATION PROCEDURE

- A. It is recognized by the Board and CASA that all situations and developments could not be anticipated at the time of negotiations of this document. To achieve rapport between the Board and CASA, periodic, informal meetings shall be held when necessary between the negotiating groups of each organization as requested by either CASA or the Board.

ARTICLE IV  
AMENDMENT

- A. This agreement contains the full and complete agreement between the Board and CASA, except as noted below, and neither party shall be required during the term hereof to negotiate on any issue, whether or not it is covered in this agreement.
- B. Negotiations with respect to salary for new or revised positions within the bargaining unit shall be initiated at the written request of either party.
- C. This agreement may be amended or modified in writing by mutual written agreement of the parties, although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof, except as noted in Paragraph B above.
- D. With regard to matters not covered by this agreement, the Board agrees to make no changes in existing policy affecting salaries or other conditions of employment, without prior consultation with CASA.

ARTICLE V  
GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a complaint by a grievant that: (1) he/she has been treated unfairly or inequitably, or (2) there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement or established Board policies and procedures, which Board policies and procedures involve mandatory subjects of bargaining, or (3) a claim that there has been a failure to follow the established procedures of the professional evaluation program. Grievances under Section A(3) shall be initiated at Step One, except where the immediate supervisor is the Superintendent. In such cases, an A(3) grievance shall be initiated at Step Two, and if it is not satisfactorily resolved at that Step, it may be submitted to the Board in accordance with the timelines for Step Three.
- B. As used in this article, the term "grievant" shall mean either: (1) an individual administrator, (2) a group of administrators having the same grievance, or (3)

CASA. Such grievances shall be processed at all steps by using testimony of affected individual(s) whether or not they are named grievants.

- C. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problems that may arise.
- D. No reprisals of any kind shall be taken by any member of the Board or the Association against any participant in the grievance procedure by reason of such participation.

#### GRIEVANCE PROCEDURES:

Step One - The grievant and a CASA representative (if the grievant so desires) shall first discuss the grievance with the grievant's immediate supervisor.

Step Two - The Superintendent or his/her designee shall meet with the grievant and his/her representative within five (5) days of receipt by him/her of a written grievance and shall give his/her decision in writing to the grievant within five (5) days of such meeting.

#### Step Three - Arbitration

- A. If the decision at Step 2 does not resolve the grievance to the satisfaction of CASA, it may submit the grievance to the American Arbitration Association for arbitration in accordance with its administrative procedure, practices, and rules. Whether or not previously indicated at earlier steps, the provisions of the agreement which are involved shall be identified in the submission.
- B. Notice of intention to submit to arbitration under subsection A. above, must be in writing addressed to the Superintendent of Schools and to the Board of Education, and submission to the American Arbitration Association must be made not later than fifteen (15) days following receipt of the Superintendent's decision. Upon request of the Association, the Board of Education shall meet with the Association to consider the grievance. With respect to grievances involving unfair or inequitable treatment or a violation of established Board policies and procedure or a failure to follow established evaluation procedures, the Board's decision shall be final and binding.
- C. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with the terms of the agreement. He/she shall have no power to add to delete from, or modify in any way any of the provisions of this agreement.

- D. With respect to grievances involving a violation, misinterpretation or misapplication of the provisions of this agreement, the arbitrator's decision shall be final and binding.
- E. Fees and expenses of the arbitrator shall be borne equally by the Board and CASA.

General Provisions:

- A. A grievant may be represented at any step of this grievance procedure by any person of his/her choice.
- B. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate supervisor or processing a grievance in his/her own behalf.
- C. Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity to all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
- D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- E. Failure of the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the last decision rendered.
- F. Failure of the Supervisor or the Superintendent to render a decision within the specified time limit shall be deemed a denial of the grievance submitted, and the grievant may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period of response expired.
- G. The hearings at any step of the grievance procedure shall include only those persons permitted above and their witnesses.
- H. "Days" shall be defined as business days.

ARTICLE VI  
WORK YEAR

- A. All administrative positions covered by this contract are full-time salaried positions scheduled for a twelve month work year. Work year, for all purposes, is defined as 260 days (261 days for leap year). For administrators holding any position less than full time, benefits will be prorated.
- B. Legal Holidays - Each administrator shall be entitled to all legal holidays when school is not in session that day:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Day Before or Day After Christmas, as Superintendent determines

When a holiday falls on a weekend date, it shall be celebrated on the Friday before or the Monday thereafter in accordance with state law or otherwise as designated by the Board.

- C. 1. Vacation Days - Each administrator shall be entitled to thirty (30) earned vacation days annually, prorated to be earned at a rate of two and one-half (2.5) days per month for twelve months beginning July 1, and ending June 30. Each administrator shall be entitled to "carry over" vacation time earned the previous contract year into July and August of the subsequent contract year. As of the first day of the student school year, each administrator may carry over up to a maximum of five (5) earned vacation days, and the carried over vacation days shall not accumulate. These earned vacation days will be taken when school is not in session or upon prior written approval of the Superintendent when school is in session.
2. Upon separation from employment (other than termination for cause), including illness or death, a unit member shall be entitled

to receive payment for fifty percent (50%) of accrued, unused vacation days, (including carried-over days to the maximum of five (5)), provided that the unit member provides the Board written notification of intent to separate from employment no less than thirty (30) days in advance. Payment shall be calculated at the administrator's per diem rate at the time of separation from employment. The notice requirements shall be waived in the event of the administrator's death or separation due to illness.

3. Each administrator will report in writing to the Superintendent vacation days used. Vacation days taken in the summer months will be according to a schedule approved, no later than June 1, by the Superintendent. The Superintendent shall approve or deny vacation requests within thirty (30) days of submission of the request.
4. Upon approval by the Superintendent, vacation may be taken at any time that school is not in session except generally the five (5) business days after the student school year and the five (5) business days prior to the beginning of the student school year. At all schools, every reasonable effort will be made by the administration to insure that the administrative vacation schedule exists whereby the school has at least one administrator present and available on each business day, except legal holidays.

D. Personal Days

1. Funeral Leave. A leave of absence not to exceed three (3) days immediately following the date of death shall be granted to members of the bargaining unit whose spouse, parent, brother, sister, in-laws, child, grandparent, or grandchild dies. Such leave shall be with pay.
2. Members of the bargaining unit will be allowed a maximum of six (6) personal days without loss of pay per year. It is understood that all six (6) days are granted for matters of pressing personal needs which cannot otherwise legitimately be performed outside the teaching day. The reasons for which personal days are granted are:
  - a. A death of a close friend or a relative other than those individuals listed in Paragraph 1 above.
  - b. An emergency which arises over which the administrator has no control.



- c. Legal business.
  - d. Wedding or graduation within the administrator's immediate family; immediate family defined as spouse, son, daughter, mother, father, sister, brother, grandparent, or grandchild.
  - e. Religious holidays.
  - f. Such other days as approved by the Superintendent.
  - g. Up to one (1) day for which no reason is required to be given.
- E. When an administrator notifies the Superintendent of his/her intent to use a personal day, he/she will indicate for which of the seven (7) reasons, in paragraph 2 above, the day is being taken.
- F. Except in cases of emergency, notice shall be given to the Superintendent or his/her designee at least forty-eight (48) hours in advance.
- G. All personal days, including funeral leave, shall not exceed six (6) days per year.
- H. Professional Days
- 1. Administrators shall be entitled to take paid professional days, subject to approval in advance by the Superintendent and based upon the best interest of the Colchester Public Schools as determined by the Superintendent.
  - 2. The Board shall reimburse administrators for reasonable expenses to attend conferences/seminars as approved in advance by the Superintendent.
- I. Sick Leave
- 1. Any employee employed on a regular full-time contractual basis shall be entitled to twenty (20) days sick leave in any given year. It is understood that-in the forty-five (45) day period prior to an administrator's separation from employment, , sick leave may only be used by approval of the Superintendent and/or as may be required by law.
  - 2. Any unused sick days in a given year shall accumulate year-by-year until a maximum two hundred twenty-five (225) days is

reached. The use of any such sick leave shall result in no loss of salary to any such employee. If extenuating circumstances should occur, a request for additional sick leave, paid or unpaid, may be considered by the Superintendent.

3. Any employee hired on a full-time contractual basis (not per diem substitutes) on or after October 1 of any given year will be granted sick leave, the number of days to be proportioned to the balance of the school year covered by the contract.
4. The accumulated sick leave of any employee who is on authorized leave shall remain intact, and upon the return of said employee the following school year, shall again begin to accrue toward the maximum that is allowed.
5. Justification of excessive absenteeism may be verified by the Superintendent. The Superintendent may require a medical certificate after five (5) consecutive days or under other circumstances where such request is reasonable.
6. Sick leave under this provision may be used for medical appointments that must be scheduled during the day. No more than twelve (12) sick leave days per year may be used for the care of a sick child or member of the immediate family.
7. Newly hired members of the unit shall be advanced sick leave so that they have fifty (50) days of paid sick leave available upon initial employment. As employees earn sick leave, such advanced days shall be replaced with earned sick leave. Should an employee use advanced sick days, earned sick leave will be charged for such advanced days until the advanced days have been repaid to the Board. In the event that the employee resigns from employment prior to earning the advanced sick leave, the employee agrees to reimburse the Board for any sick days that have been taken but have not been earned in accordance with this provision, and agrees to authorize the Board to withhold from salary such amounts as are necessary to reimburse the Board for the use of such unearned sick days. The amount withheld shall be calculated by multiplying the administrator's per diem rate by the number of days used but not earned.

J. Maternity Leave -

1. Maternity Leave shall be granted by the Board and the administrator may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
2. The length of leave shall be a matter for the determination of the administrator and her physician, subject to review upon request by an impartial physician designated by the Board. In order to insure continuity of the educational process, the administrator shall notify the Board at least thirty (30) days before the estimated time of the commencement of the leave, as well as the estimated time of the duration of the leave. The length of the leave, as well as the date of commencement, may be changed by the administrator after consultation with her physician, subject to review upon request by an impartial physician designated by the Board. The cost of the impartial physician shall be borne by the Board.
3. The availability of extensions of leave, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other disabilities.

K. Parental Leave

Any administrator who is the parent of a newborn infant and is not entitled to paid maternity leave, may request one (1) week's leave of absence with pay, to care for the newborn infant. Such leave shall be given with full pay for the first day and insurance benefits, and for the remaining days with full pay and insurance benefits, minus the cost of the substitute, commencing when requested, but in any case within one year of the birth of the infant. This leave shall be designated as leave taken under FMLA, and shall be counted against the administrator's entitlement to leave under the FMLA.

L. Authorized Leave

The Board may authorize a leave of absence without pay or benefits (except as agreed or required by law), for reasons such as:

1. Graduate Study - one (1) year for study related to one's position at the time leave was requested. Evidence of course work completed shall be submitted to the Superintendent as requested.
2. Meeting legal requirements for the adoption of a child - one (1) year.

3. Military service - minimum legal requirements.
4. Political leave - two (2) years for an administrator with tenure.
5. Child rearing leave.
6. Critical illness or severe injury to an immediate family member.

Persons on leave shall be given the option of continuing their insurance benefits at their own expense. At the expiration of the approved leave, the administrator shall be restored to his or her former position to the extent possible.

To the extent permitted by law, any such leaves shall run concurrently with FMLA qualifying leave.

M. Sabbatical Leave

- A. Sabbatical leave may be granted for programs of study, research or professional improvement related to one's position at the time the leave was requested. It is understood that such leave is not granted as a reward for work previously performed, but rather as an opportunity to prepare for improved services in the schools of Colchester.
- B. A sabbatical leave of absence may be granted to administrators of the Colchester Public School System subject to the approval of the Board upon the recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
  1. An applicant may be asked to appear in person before the Board for an explanation of his/her plans.
  2. Applications for leaves for the next school year must be in the Superintendent's office by no later than September 30, of the preceding year.
  3. Applicants must have completed a minimum of seven (7) consecutive years of service in the Colchester Schools.
  4. Applicants shall be considered in order of day received. Seniority in the Colchester Schools shall be given preference.
  5. The number of administrators on sabbatical leave at any one time shall be limited to one (1).

6. Sabbatical leaves may be combined with programs of study or research which are financed by outside non-commercial agencies such as universities or foundations.
  7. Qualified Staff members may be permitted to request a sabbatical leave for one or two semesters during a school year.
  8. In the event that professional development requirements become extended requiring an increased amount of concentrated study, the administrator may request a year's continuance of his/her sabbatical leave. All language pertaining to sabbatical leave shall apply during the year's extension.
- C. The portion of a regular salary paid while on leave shall be fifty (50%) percent plus eight hundred fifty (\$850) dollars for every dependent recognized by the Internal Revenue Service. The Board will continue to pay for insurance benefits.
  - D. An administrator on sabbatical leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine that the administrator is fulfilling the agreement and all the requirements of the leave. An administrator shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent.
  - E. At the expiration of a sabbatical leave, the administrator shall be restored to his/her position or to a position acceptable to the returnee with like nature, seniority, insurance benefits and pay provided that the administrator remains eligible for reinstatement under other rules and regulations of the Board.
  - F. It is understood that any administrator who has been granted a sabbatical leave shall sign a two (2) year return agreement and is financially obligated for the amount paid. Half of this amount is cancelled after return, and the remaining half is cancelled the second year.
  - G. By agreement with the administrator, the Board may vary the terms of any sabbatical leave, provided any such changes are agreed to prior to the commencement of the sabbatical leave.

#### ARTICLE VII ASSIGNMENT

It is understood that administrators assigned to positions requiring the intermediate administrators' certificate are initially contracted for or hired on initial contracts as teachers and assigned as administrators. It is also understood that any administrator

assigned to an administrative position or assignment earns the long term continuing contract as a teacher. Therefore, the Board and/or Superintendent of Schools agrees to:

1. Notify all administrators of their assignment for the next school year before June 1, of the current school year. Changes in assignments after June 1, may be made only where a change in circumstances require such reassignment. Changes in circumstances can include death, retirements, resignations, and budgetary considerations that are not known prior to June 1.
2. An administrator who has been reassigned to a teaching position or an administrative assignment that is lower in salary than his or her prior administrative position, due to an elimination of position, shall receive a benefit equal to the difference between 9/11ths of his or her current salary level and the salary level of the new position until the position or assignment to which he or she is reassigned reaches that salary. This benefit is payable at the regular pay periods.

#### ARTICLE VIII RETIREMENT BENEFIT

- A. Upon retirement under the Connecticut State Teachers' Retirement System, or death, a certified administrator meeting the years of service requirements below who has worked in an administrative position for the previous five (5) consecutive years, or the estate of same, shall be entitled to a retirement/death benefit as follows:

Consecutive Years of Service as a Colchester Administrator or Teacher	Benefit
10-14	27% of accumulated unused sick leave
15-19	32% of accumulated unused sick leave
20+	37% of accumulated unused sick leave

- B. Payment for accumulated sick leave shall be based on the administrator's per diem salary rate at the time of retirement or death.
- C. In lieu of the retirement/death benefit set forth above, a retiring administrator may elect to receive a payment of one month's salary based on the administrator's salary rate at the time of retirement/death.
- D. "Retirement" shall mean immediate participation in and receipt of benefits from the Connecticut State Teacher Retirement System, and shall include receipt of disability benefits from the Teachers' Retirement System.
- E. In order to qualify for the benefit described in this Article, a retiring administrator must provide the Board with an irrevocable written notification of

intention to retire a minimum of one (1) calendar year in advance. The notice requirement shall be waived in case of 1) the administrator's receipt of disability benefits under the Teachers' Retirement System or 2) death. If the administrator does not retire at that time, he/she will not receive payment for accumulated sick leave then or at any time in the future, unless the Superintendent determines that major life changes create extenuating circumstances that justify excusing compliance with the announced retirement, which determination shall not be unreasonable.

- F. In the event of administrator's death, the payment shall be made to the administrators' estate.

## ARTICLE IX SALARY DEDUCTIONS

- A. Administrative authorized payroll deductions shall be those authorized by an administrator and permitted by the Board. This is to include deductions for dues for CASA.

- B. 1. Agency Fee Deduction

All administrators employed by the Colchester Board of Education in positions covered by this agreement shall, as a condition of employment, join the Association or pay a service fee to the Association. Said fee shall be equal to the proportion of the cost of Association dues uniformly required of members to underwrite the cost of collective bargaining, contract administration, and grievance adjustment.

2. Deductions

The Colchester Board of Education agrees to deduct from each administrator an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each pay check shall be equal to the total membership dues or Service fee divided by the number of paychecks through including the last paycheck of the salary year.

The amount of Association membership dues and service fee shall be certified by the Association to the Superintendent prior to the beginning of the salary year at a date set by the Superintendent.

3. Subsequent Employment

Those administrators who commence employment after the start of the work year shall pay a pro-rated amount equal to the percentage of the remaining of the work year.

4. Forwarding of Monies

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during the month. The Board shall include with such check a list of administrators from whom such deductions were made.

5. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the Colchester Association of School Administrators.

6. Save Harmless

The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under this section. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf, the Association shall confer with the Board or its legal representatives concerning the defense of claims and lawsuits against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section with the approval of the Board, which shall not be unreasonably withheld.

ARTICLE X  
PROFESSIONAL DEVELOPMENT

- A. Each administrator shall be entitled to \$2,000 per year to be used as determined by the administrator for job-related professional development or for other job-related professional needs. This money shall cover any combination of books, journals or other educational materials, professional dues, graduate level course-work, conferences, seminars, and other related expenses, as determined by the administrators with the approval of Superintendent. The administrator may also use the stipend to purchase technology (including hardware), although the ownership of any such technology will be retained by the Board.
1. Graduate level course-work shall be remunerated as reimbursement of expenses after satisfactory completion of a course (grade of B/3.0 or better). Each administrator shall submit a grade report to the Superintendent for verification and reimbursement.

ARTICLE XI  
CONTRACTS

- A. Each administrator shall be issued an individual contract that summarizes the salary and the benefits provided to the administrator. This individual contract shall contain a reference stating that said individual contract is subject to the



terms of this Agreement. In cases of conflict, the terms of this Agreement shall prevail.

## ARTICLE XII INSURANCE BENEFITS

A. The Board shall provide to all members of the bargaining unit, subject to the conditions herein stated, the following individual and dependent insurance coverage, as determined by the unit member, with the features of the insurance plans outlined, herein below:

1. The Blue Cross/Blue Shield Century Preferred Provider Plan as outlined in Appendix B with the employee paying twenty percent (20%) in 2017-2018 by automatic payroll deductions. All health insurance coverages include employee, spouse and children to age 26.

The PPO Plan is only available to those employees enrolled in the PPO plan as a teacher or as an administrator during the 2016-2017 contract year, who remain continuously enrolled in the PPO Plan. Any employee hired on or after July 1, 2017, or who enrolls in the Board's insurance after July 1, 2017, or who switches to the HDHP after July 1, 2017 is not eligible for enrollment in the PPO Plan.

2. The High Deductible Health Care Plan (HDHP) as outlined in Appendix C with employee paying five percent (5%) less than that paid for the PPO plan for the individual premium by automatic payroll deductions. (e.g. when PPO cost-sharing ratio is Board 81.5%/employee 18.5%, HDHP cost sharing ratio would be Board 86.5%/employee 13.5%).
3. The insurance program cited, hereinabove, are available to all members of the bargaining unit whose assignment is at least fifty percent (50%) that of a full-time unit member or who were employed prior to September 1, 1987. Members of the bargaining unit hired after September 1, 1987, whose assigned time is less than fifty percent (50%), shall be eligible to participate at their own expense, provided that the Board shall pay a prorated amount of the Board's share of premiums.
4. The following Vision Care Rider, with family coverage is provided to the employee with the same premium share as noted in Section A1, hereinabove. Coverage is provided according to policy schedule:

a. Visual examination, including refractions.

b. Lens, including coverage for:

(1) Single lenses

- (2) Bi-Focal lenses
- (3) Tri-Focal lenses
- (4) Contact lense(s)
- (5) Frames

5. The Board shall provide each member of the bargaining unit with family coverage, the following dental coverage with the same premium share as noted in Section A1, hereinabove:

- a. The Blue Cross/Blue Shield FLEX Plan for Dental Care which shall not have any deductible (first dollar coverage) for diagnostic/preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.
- b. There will be a twenty-five dollars (\$25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the FLEX Dental Plan.
- c. Payments are to be based on reasonable and customary charges.
- d. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery and apicoectomy) payable to eighty percent (80%) of reasonable and customary charges.
- e. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty percent (60%) of covered expenses until the insurance carrier has paid six hundred dollars (\$600.00) per insured individual under the age of 19; the six hundred dollars (\$600.00) is a lifetime maximum.
- f. Insured/spouse and unmarried dependents to age 26.
- g. Coverage will be limited to a maximum benefit of \$2,000 per person per calendar year for Diagnostic & Preventive and Basic services as outlined in Appendix B.

B. The Board may substitute insurance carriers/plans/administrators as it deems fit so long as the new carrier/plan administrator provides reasonably comparable coverage and administration. Network equivalence shall not be a factor in considering reasonably comparable coverage and administration if the disruption in doctor utilization (by visit) is fifteen (15%) percent or less. The Board shall provide the Association with written notice of the change in carriers/plans/administrators. The Association shall have thirty (30) calendar days from

the date of notice by the Board in which to file a claim that the substitute carrier/plan/administrator does not provide reasonably comparable coverage. Failure of the Association to file such a claim within thirty (30) calendar days shall constitute a waiver of such claim. Disputes as to reasonable comparability are to be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.

- C. The Board shall provide term life insurance equal to twice the annual salary with no limit, but rounded to the nearest one thousandth (\$1,000) dollars, plus an equal amount of coverage for accidental death and dismemberment for each administrator.
- D. The Board shall provide a long-term disability plan for each administrator beginning after a 90 days disability. The benefit shall provide an income to the disabled administrator of 60% of base salary up to a maximum benefit of \$7,000 per month, payable until age sixty-five (65). In no event shall any combination of any paid sick leave, workers' compensation, or disability pay exceed the administrators' regular per diem salary during any period of disability.

All members of the administrators' bargaining unit who retire from service under the provisions of the General Statutes of the State of Connecticut shall be allowed to purchase any of the above coverages offered to active administrators in accordance with state law. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies.

- E. The Board shall make available on an optional basis at no cost to administrators a Section 125 Flexible Spending Account for accident and health insurance (IRC Sections 105 and 106) and dependent care assistance (IRC Section 129), subject to all applicable IRS rules and regulations. If an employee severs employment prior to the completion of the work year, he/she shall be responsible for any payments exceeding those deducted from his/her salary under the above plan.

### ARTICLE XIII SALARY PLAN

- A. The salary plan is delineated in Appendix A to this agreement.
- B. The per diem rate of pay for an administrator is computed by multiplying the administrators' annual salary by 1/260 (or 261 days in a leap year).

### ARTICLE XIV MILEAGE/CELL PHONE

- A. Each administrator shall be reimbursed at the IRS rate for mileage while using a personal vehicle for required out of district travel. Each administrator shall receive a stipend, to be paid at the IRS reimbursement rate, and subject to federal

and state withholding, for travel from home to the school district when required to return in the evening for school-related events, which may include Board of Education meetings, athletic events, or other school programs.

- B. Only system-wide administrators (Special Education Director and Curriculum Director) shall be reimbursed for intra-district travel.
- C. Travel vouchers shall be filed monthly by the administrators on a form developed by the Superintendent.
- D. The Board shall provide each Administrator with a district issued cell phone/data device.

#### ARTICLE XV SAVINGS CLAUSE

- A. If any provision of this agreement is, or shall at any time be contrary to law, then such provision shall not be applied or performed or enforced, except to the extent, permitted by law, and any substitute action shall be subject to consultation and negotiation with the CASA.
- B. In the event that any provision of this agreement shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

#### ARTICLE XVI MISCELLANEOUS

- A. No disciplinary action including written reprimand, suspension, or the withholding of an annual increment shall be taken except for just cause. The parties recognize that non-renewal or termination of contract shall be subject to review under Connecticut General Statute §10-151, and in no other manner.

#### ARTICLE XVII REDUCTION IN FORCE

In case of a school closing, grade restructuring, reorganization, or the elimination of position(s) as a result of which a unit member is displaced from his or her position, the following principles shall apply:

- A. If any elementary school is closed or restructured and an elementary principal position is thus eliminated during the life of this contract, the Superintendent shall assign the elementary school principal affected to any one of the following positions held by a non-tenure administrator or vacancies, if such positions or vacancies exist:

An elementary school principalship;

An elementary school principalship or elementary school assistant principalship;

In addition, if he or she is as qualified or more qualified in the opinion of the Superintendent (which shall not be arbitrary or capricious), the elementary school principal affected may (a) be assigned to displace a less senior elementary school principal, or (b) be assigned to any other elementary or middle school administrative position which is vacant or held by the least senior unit member in those classifications, for which the displaced administrator is certified, and for which he or she has had appropriate or comparable experience provided that such assignment does not constitute a promotion. "Seniority" as used in this Article shall refer to service as an administrator for the Colchester Public Schools.

- B. If a middle school is closed or restructured and a middle school principal position is thus eliminated during the life of this contract, the Superintendent shall assign the middle school principal affected to any one of the following positions held by a non-tenure administrator or vacancies, if such positions or vacancies exist:

Another middle school principalship;

A middle school assistant principalship;

In addition, if he or she is as qualified or more qualified in the opinion of the Superintendent (which shall not be arbitrary or capricious), the middle school principal affected may (a) be assigned to displace the least senior middle school principal (if less senior), or (b) be assigned to any other elementary or middle school administrative position which is vacant or held by the least senior unit member in those classifications for which the displaced administrator is certified, and for which he or she has had appropriate or comparable experience, provided that such assignment does not constitute a promotion.

- C. If the position held by an elementary school assistant principal is eliminated, the Superintendent shall assign the affected elementary school assistant principal to a vacant elementary school assistant principal position, or to any elementary or middle school administrative position which is vacant or held by the least senior unit member in those classifications for which in the opinion of the Superintendent (which judgment shall not be arbitrary or capricious) he or she has had appropriate or comparable experience, provided that such assignment does not constitute a promotion.
- D. If the position held by a middle school assistant principal is eliminated, the Superintendent will assign the affected middle school assistant principal to a vacant assistant principalship, or to any other elementary or middle school administrative position which is vacant or held by the least senior unit member in those classifications for which in the opinion of the Superintendent (which

judgment shall not be arbitrary or capricious) he or she has had appropriate or comparable experience, provided that such assignment does not constitute a promotion.

- E. If the position held by a high school assistant principal is eliminated, the Superintendent shall assign the affected high school assistant principal to a vacant high school assistant principal position, or to any other elementary or middle school administrative position which is vacant or held by the least senior unit member in those classifications for which in the opinion of the Superintendent (which judgment shall not be arbitrary or capricious) he or she has had appropriate or comparable experience, provided that such assignment does not constitute a promotion.
- F. In the event any other administrative position is eliminated (including the high school principalship), the Superintendent shall assign the affected administrator to another vacant administrative position or a position held by a less senior unit member, for which he or she has had appropriate or comparable experience in the judgment of the Superintendent (which shall not be arbitrary or capricious), provided that such assignment does not constitute a promotion.
- G. If there are two administrators whose administrative positions are eliminated and both are eligible for transfer into the same position, both will be screened and the Superintendent will assign the most qualified to the position. Administrators who are displaced and for whom no other administrative assignment is available in accordance with the provisions of this Article shall be assigned to a teaching position, if available, in accordance with the provisions of the applicable collective bargaining agreement.
- H. Any administrator who has been displaced from an administrative position, shall be placed on a reappointment list. His or her name shall remain on such reappointment list until reappointment to an administrative position or for a period of two (2) years from the date of displacement, whichever shall first occur. If an administrator on the reappointment list refuses an appointment to an administrative position for which he or she is eligible, he or she shall be immediately removed from the reappointment list. Administrators on the reappointment list will only be eligible to take positions for which they are certified and qualified in the opinion of the Superintendent (which shall not be arbitrary or capricious), and shall not be eligible for any job which is either a promotion or which is at a different level from the administrative position previously held by that administrator. No administrator shall be eligible for reappointment unless he or she remains in the continuous employment of the Board between the date of displacement as an administrator, and the date of reappointment, unless there was no teaching position available for such administrator at the time of displacement.

- I. For purposes of this Article, a "promotion" shall be a reassignment to a salary classification with a higher maximum salary, as set forth on Appendix A.

ARTICLE XVIII  
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2017 and shall remain in force and effect through June 30, 2018.

DATED: 11/30/16

Judy O'Leary

DATED: 11/30/16

[Signature]

## APPENDIX A SALARY PLAN

2017-18						
Step	Elem. Prin	Asst. Elem. Prin.	MS Prin/ Director	Asst. MS Prin.	HS Prin.	Asst. HS Prin.
1	131,451	118,740	137,289	124,010	141,211	127,554
2	133,718	120,824	139,654	126,187	143,643	129,791
3	136,062	122,906	142,103	128,362	146,163	132,028
4	140,818	126,853	147,069	132,484	151,270	136,269

- A. After consultation with the President of the Association, newly hired administrators may be initially placed at any point on the salary range for the position by the Superintendent with approval of the Board of Education.
- B. For years in which step movement has been negotiated, administrators shall advance one step on the schedule for each year of satisfactory service until the maximum has been reached.
- C. The per diem salary rate of pay is computed by multiplying annual salary by 1 over 260 (or 261 in leap years).
- D. The base salary of each administrator shall be the sum of (a) his/her salary as set forth on the applicable lane and step of the salary schedules set forth herein and (b) an additional amount as specified below, to be paid to the administrator in two equal installments during the fiscal year as to which amount the administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he/she chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended. For purposes of reporting each administrator's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the administrator's mandatory employee contributions to be deducted from his salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified in sections (a) and (b) in this paragraph.

The amount paid under subparagraph (b) is as follows:  
2017-2018: \$3,500

- E. Administrators with a Ph.D shall receive an annual stipend of \$1,000.



**APPENDIX B  
INSURANCE PROGRAMS**

**Preferred Provider Plan:**

Following are some of the co-pay, deductible, and coverage features of the PPO Plan:

The PPO Plan is only available to those employees enrolled in the PPO plan as a teacher or as an administrator during the 2016-2017 contract year, who remain continuously enrolled in the PPO Plan. Any employee hired on or after July 1, 2017, or who enrolls in the Board's insurance after July 1, 2017, or who switches to the HDHP after July 1, 2017 is not eligible for enrollment in the PPO Plan.

Benefit	In Network	Out of Network
Deductible & Co-Insurance	N/A	Deductible: \$1,500/\$3,000/\$4,500 Co-Insurance: 80% Out of pocket max: \$6,000/12,000/18,000
Inpatient Hospital Services	\$300 per admission	Covered at 80% Deductible & Coins.
Outpatient Hospital Services	\$100 co-pay	Covered at 80% Deductible & Coins.
Inpatient Mental and Substance Abuse	\$300 per admission	Covered at 80% Deductible & Coins.
Substance Abuse Inpatient	\$300 per admission	Covered at 80% Deductible & Coins.
Emergency Care Emergency Room Visits	\$150 co-pay	\$150 co-pay
Walk in Care (Walk in Center or Physician's Office)	\$30 co-pay	Covered at 80% Deductible & Coins.
Ambulance Unlimited per trip for Land \$4,000 per trip for Air	No co-pay	Paid as In-Network Service
Physician Services Medical Care	\$30 co-pay	Covered at 80% Deductible & Coins.
Specialist Services Medical Care	\$30 co-pay	Covered at 80% Deductible & Coins.

Benefit	In Network	Out of Network
Preventive Care Pediatric: (Well Child Care) (According to Age Base Schedule) Adult Physical Examinations: (According to Age Base Schedule) Gynecological: (1 per year) Mammography: Vision Exam: (1 vision exam and refraction every 2 cal. Years) Hearing Exam: (1 Hearing Exam ever 2 cal. Years)	\$0 co-pay	All Out of Network is Covered at 80% Deductible & Coins.
Outpatient Therapy Coverages Speech Therapy, OT, PT and Chiropractic Services	\$30 co-pay to max. 50 combined visits per medical condition per Cal Yr for In-network Services. Excess paid as out of network benefit.	Covered at 80% Deductible & Coinsurance with max. of 50 combined visits per year
High-Cost Diagnostic Services <i>prior authorization required</i>	\$75 co-pay	Covered at 80% Deductible & Coinsurance
Electroshock	\$30 co-pay	Covered at 80% Deductible & Coins.
Prescription Drug Benefits	\$10 generic, \$25 preferred brand, \$40 non-preferred brand; Unlimited max. 2 x retail for mail order	Covered at 80% Deductible & Coins.
Outpatient Mental Health & Substance Abuse	\$30 co-pay	Covered at 80% Deductible & Coins.
Home Health Aides	80 visits; case management	Covered at 80% above deductible to stop loss; 80 visits

Benefit	In Network	Out of Network
Nursing & Therapeutic Services	200 visits; treatment planning	Covered at 50% above deductible to stop loss; up to 200 visits per year
Skilled Nursing Facility (Up to 120 days per Calendar Year)	\$300 per admission	Covered at 80% Deductible & Coins.
Maternity Care Prenatal and Postnatal	\$30 co-pay first visit only	Covered at 80% Deductible & Coins.
Durable Medical Equipment  Hearing Aid Coverage available for dependent children age 12 yrs and under with a max of \$1,000 within a 2 yr period.	Covered in full	Covered at 80% Deductible & Coins.
Hospice Care (inpatient) 60 days	\$300 per admission	Covered at 80% Deductible & Coins.
Penalty for failure to pre-certify Elective Hospital Admission, Partial Hospitalization or Day/Night Visit Programs or Certify a Medical Emergency within 2 business days	\$250 Hospital & 25% Physician of (MAA) Max. Allowable Amount	\$250 Hospital & 25% Physician of (MAA)
Eligibility	Insured/spouse and unmarried dependents to age 26.	Same

This insurance matrix appendix contains a summary and description of the PPO Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

## APPENDIX C

### HIGH DEDUCTIBLE HEALTH CARE PLAN:

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)  
The HDHP Plan is the only plan available to employees hired on or after July 1, 2017.

#### BENEFIT

##### COST SHARES

In-Network services and Out-of-Network services and  
Out-of-Network services subject to deductible and coinsurance.  
No Referrals Required  
Deductible: \$2,000 Individual, \$4,000 Two or More  
Out-of-pocket Maximum Individual: \$6,850 (in network) \$8,000 (Out of  
network) Two or More

In Network Coinsurance 100%  
Lifetime Maximum In-Network - Unlimited

Out-of-Network Benefits  
Coinsurance 80% / 20%  
Lifetime Maximum Out-of-Network - Unlimited

Only In-Network Benefits Illustrated Below

##### PREVENTIVE CARE

	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible

##### MEDICAL SERVICES

Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible

**EMERGENCY SERVICES**

Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible

**INPATIENT HOSPITAL****Note: All hospital admissions require pre-cert****General/Medical &  
Surgical**

100% after deductible

**Ancillary Services  
(Medication, Supplies)**

100% after deductible

**Psychiatric**

100% after deductible

**Substance Abuse/Detox**

Covered 100%

**Rehabilitative**100% after deductible  
Covered up to 100 days per calendar year.  
Add'l coverage after 100 days subject to OON deductible/coinsurance**Skilled Nursing Facility**100% after deductible  
120 days per calendar year**Hospice**

100% after deductible

**OUTPATIENT HOSPITAL****Outpatient Surgery  
Facility Charges**

100% after deductible

**Diagnostic Lab & X-ray**

100% after deductible

**Pre-Admission Testing**

100% after deductible

**OTHER SERVICES****Durable Medical  
Equipment**

100% after deductible

**Prosthetics**

100% after deductible

**Home Health Care**100% after deductible  
200 visits per calendar year.

Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / \$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max.

The Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the payroll dates of the contract year. The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

This insurance matrix appendix contains a summary and description of the Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

## DENTAL INSURANCE

Benefit	
Individual Deductible: Family Deductible: Lifetime maximum:	\$25 (applies to Basic Services and Major Services only) \$75 (applies to Basic Services and Major Services only) \$600 per member per lifetime for Category 3 All other categories are subject to a maximum of \$2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over 19 must also be full-time students
<u>Diagnostic and Preventive Services</u> Initial and periodic oral exams and cleanings Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
<u>Basic Services</u> Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays 1/tooth/5 years Crowns 1/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
<u>Major Services</u> Orthodontics	Payable at 60% of usual, customary and reasonable charges at participating dentists (to age 19) - \$600 lifetime maximum

