

**AGREEMENT**

**BETWEEN**

**THE STONINGTON BOARD OF EDUCATION**

**AND**

**THE STONINGTON SCHOOL  
ADMINISTRATORS' AND SUPERVISORS'  
ASSOCIATION**

**JULY 1, 2016 - JUNE 30, 2019**

## TABLE OF CONTENTS

<b>TITLE</b>	<b>PAGE</b>
<b>Recognition</b>	1-2
<b>Article 1 - Duration</b>	2
<b>Article 2 - Fringe Benefits</b>	2-3
<b>Article 3 - Illness/Sick Leave</b>	3-4
<b>Article 4 – In-Service Compensation</b>	4
<b>Article 5 - Leaves</b>	4-6
<b>Article 6 - Payroll Deductions</b>	6-8
<b>Article 7 - Protection of Members</b>	9
<b>Article 8 - Retirement Option</b>	9-10
<b>Article 9 - Sabbatical Leave</b>	10-11
<b>Article 10 - Salaries</b>	11-12
<b>Article 11 - Travel Allowance</b>	12
<b>Article 12 - Holidays</b>	12-13
<b>Article 13 - Grievance Procedure</b>	13-16
<b>Article 14 - Community Activities</b>	16
<b>Article 15 - Extended Work Year</b>	16
<b>Article 16 - Reduction in Force</b>	16-18
<b>Article 17 - Just Cause</b>	18
<b>APPENDIX A - Administrators – Medical Plan</b>	19-21

## Recognition

- A. The Board hereby recognizes the Stonington School Administrators' and Supervisors' Association (hereinafter "Association") as the exclusive representative for all employees in the administrators' unit comprised of all certified professional employees in the school district not excluded from the purview of sections 10-153a to 10-153n, inclusive, employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties, for purposes of determining membership in the administrators' unit, shall equal at least 50% of the assigned time of such employee; having been designated pursuant to a petition signed by a majority of said employees and certified by the Board on May 8, 1980.
- B. 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 Stonington in all aspects, and all of said rights, responsibilities and prerogatives not specifically abridged, delegated or modified by this Agreement are retained by the School Board. Said rights, responsibilities and prerogatives shall include, but not be limited to, the following: to maintain public elementary, middle, and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Stonington; to give the children of Stonington as nearly equal advantages as may be practicable; to decide the need for school facilities; and, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers; to select and assign supervisory and administrative personnel; to suspend or dismiss teachers in the manner provided by statute; to designate the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing within Stonington to attend school for the period requested by law and provide for the transportation of children whenever 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 the books selected therefore, to approve plans to school buildings; to prepare and submit budgets to the appropriate town boards and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.
- C. 1. 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 the 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 grievance provision of this Agreement.
2. The impact of any modification in the working conditions of a member(s) of the bargaining unit over which the Board is legally required to negotiate with the Association shall be the subject of negotiations between the parties in conformity

with section 10-153 of the General Statutes. Except in the case of an emergency, the Association will notified at least thirty (30) days prior to the effective date of any proposed actions (modifications) taken by the Board which impact on working conditions provided above.

D. The Association hereby accepts the recognition and certification as herein provided.

## **ARTICLE 1**

### **Duration**

The provisions of this Agreement, which is effective as of July 1, 2016 shall continue and remain in full force and effect to and including June 30, 2019, provided that if as of January 1, 2018, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

In witness whereof, the parties have hereto set their hands and seals on \_\_\_\_\_, 2015 at Stonington, Connecticut.

## **ARTICLE 2**

### **Fringe Benefits**

The Board agrees to pay the following percent for individual, two-person or family plan coverage under the High Deductible Health Plan for Association members, with the exception of life insurance and Item F as noted.

July 1, 2016 – June 30, 2017:	84%
July 1, 2017 – June 30, 2018:	84%
July 1, 2018 – June 30, 2019:	84%

In the event that the Board's renewal rate from a contract year to the subsequent contract year increases by five percent (5%) or more, the parties agree that the Board may change or substitute insurance plans (or carriers) provided the level of benefits are substantially equivalent to or better than the existing plan. The "substantially equivalent to or better than" standard shall be applied on an overall plan benefit basis and shall not be benefit specific.

Participating members shall pay the remaining premiums through payroll deductions. This coverage is as follows:

- A. The Board shall provide coverage through a High Deductible Health Plan as more particularly set forth in Appendix A.
- B. Life Insurance – Two (2) times annual salary (Board pays 100%)
- C. Dental - Full Service Dental Plan for Dental Care.  
(Comparable to BC/BS with Rider A and B)

- D. Long Term Disability Plan (Board pays 100% of premium)
- E. Administrators hired prior to July 1, 2013 may elect to waive all health insurance benefits and, in lieu thereof, be remunerated in the amount of forty percent (40%) of the applicable C.O.B.R.A rate or premium as appropriate. Such remuneration shall be paid twice per year, on or about December 1<sup>st</sup> and June 1<sup>st</sup>. Administrators choosing this option shall be able to change their option on July 1<sup>st</sup>, for any reason, and no more than one time during each year, if there has been a significant change in the administrator's circumstances, such a divorce, death of a spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the Business Manager at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, which may include waiting periods and proof of insurability, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier. Administrators hired on or after July 1, 2013 shall not be eligible for such waiver.

Should benefits or plans change for teachers during this agreement period the Association and Board will meet to consider a memorandum of understanding.

- F. Professional employees shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by administrators and/or their families. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. Employees may also contribute voluntarily additional dollars to their account under the 125, 129 and 105(H) sections of the Internal Revenue Code. Cost of the administration of the plan shall be borne by the Board. The Board shall, for professional employees who are .5 F.T.E. or greater, match employee contributions up to a cap of \$300 per such employee per year.

### **ARTICLE 3** **Illness/Sick Leave**

- A. Each twelve (12) month professional employee certified by the State Board of Education and employed by the Board of Education of the Town of Stonington shall be entitled to a minimum of twenty (20) days of sick leave annually with full pay. Unused sick leave may be accumulated up to, but not in excess of, two hundred (200) days.

Each ten (10) month professional employee certified by the State Board of Education and employed by the Board of Education of the Town of Stonington shall be entitled to a minimum of seventeen (17) days of sick leave annually with full pay. Unused sick leave may be accumulated up to, but not in excess of, one hundred eighty (180) days.

- B. For absence due to illness certified by the Superintendent of Schools beyond the available sick leave, employees, subject to the approval of the Board, or its designee, shall be paid the

difference between their regular salary and the cost incurred in connection with obtaining a substitute to assume their responsibilities.

- C. When a member has to be absent because of illness of a member of the immediate family, such absence will be deducted from such leave. This will be a maximum of eight (8) days in any academic year and will be noncumulative from one year to another. The Superintendent shall have the right to request a doctor's certificate to ascertain the validity of the actual illness. Immediate family shall be defined as: spouse, mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather or anyone domiciled in the home for whom you provide primary care (as defined by the IRS Code Section 152 concerning dependent persons).

**ARTICLE 4**  
**In-Service Compensation**

Association members will be compensated at a rate of forty dollars (\$40.00) per hour for compulsory participation in professional or curricula development activities which occur beyond the normal work year.

Compensation for planning the content and presentation of a professional development workshop will be at a rate of forty (\$40.00) per hour.

**ARTICLE 5**  
**Leaves**

**A. Work Year Schedules**

1. Set work year schedules shall be from July 1<sup>st</sup> through June 30<sup>th</sup> annually. As part of such work year schedules, on an annual basis, each administrator shall submit a proposed set work year schedule to the Superintendent for consideration.
2. Final set work year schedules shall be determined by the Superintendent after consideration of the individual proposed set work year schedules.
3. To provide for the personal and family needs of administrators, each administrator shall be provided with five (5) flex days per contract year.
4. Such five (5) flex days are considered a part of the number of work days that comprise the administrator's annual set work schedule.
5. In preparing his/her annual set work year schedule, each administrator shall include the five (5) flex days.
6. Each administrator may use up to three (3) of the flex days for school/community events or activities that fall on weekends, holidays, or other non-work days on a pro-rata basis (For example, 0.25 day for a two (2) hour play on a Saturday).

7. Use of such flex days shall be subject to approval by the Superintendent.
8. Any work day(s) an administrator is required to work beyond the set work year shall be paid at the individual administrators' per diem rate and shall require advance written approval of the Superintendent or his designee.
9. As unknown personal situations arise, an administrator's set work year may be adjusted mid-year. Such a change must be requested in writing by the individual administrator and shall require advance written approval of the Superintendent or his designee.
10. Snow days (or other days cancelled by the Board during the set work year) shall be considered non-work days and would not be included in the set work year, thereby, requiring possible mid-year adjustments to the set work year when school is cancelled.
11. Regardless of whether there is a delayed opening or an early dismissal, such days shall count as full work days.

B. **Bereavement**

1. A member will be allowed up to five days per case with full pay for absence due to the death of a member of the immediate family.
2. Immediate family shall be defined as: spouse, mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather, brothers-in-law, sisters-in-law, legal guardian or anyone domiciled in the home for whom you provide primary care (as defined by the IRS Code Section 152 concerning dependent persons).

C. **Religious Holidays**

Members whose religious holidays fall on ordinary school days shall be entitled to receive full pay for any such day of absence due to religious reasons without having such absence charged against their sick leave or any other leave provided for in the Article. The member involved must give reasonable advance notice of his/her intended absence, and the reason therefore, to the Superintendent.

D. **Military Leave**

Military leave shall be provided to eligible employees in accordance with state and federal law.

E. **Jury Leave**

1. Any member who is absent from his/her work by reason of serving on a jury shall, during such absence, receive a rate of pay equal to the difference between his/her ordinary salary and the jury fee, or as otherwise required by law, whichever is greater, provided that no such payment shall be made unless the Superintendent of Schools is notified immediately upon receipt of notice by the member of the jury duty assignment.
2. No such absence shall be deducted from sick leave or from any other personal days provided for in this Article.

F. **Family and Medical Leave**

Family and medical leave shall be provided in accordance with applicable law.

G. **Professional Days**

An unspecified number of days with full pay may be granted annually for the purpose of visiting days, institute, organization meetings, conferences or presentations at the discretion of the Superintendent of Schools.

H. **Personal Leave**

Upon application to the Superintendent, not more than two (2) personal days shall be granted to any Administrator per contract year for any reason on the following conditions:

A written notice that the personal day is to be taken shall be given to the Superintendent not less than forty-eight (48) hours in advance of the day, except in case of emergencies.

**ARTICLE 6**  
**Payroll Deductions**

Adjustments to the following payroll deductions will be based on relevant State Statutes and this Agreement between the Board of Education and the Stonington School Administrators' and Supervisors' Association.

The following are eligible for payroll deductions:

1. Tax Sheltered Annuity Plans (Those plans in which professional employees are eligible to participate). Under this Agreement only those companies that enroll a minimum of three (3) employees and are licensed and approved by the Commissioner of Insurance for the State of Connecticut shall be eligible to participate.
2. United States Income Taxes

3. Connecticut or Rhode Island State Income Tax
4. Health and Life Insurance
5. Teachers' Retirement
6. Co-pay Disability Income Protection
7. United Way – Connecticut
8. United Fund - Rhode Island
9. Payroll Savings Plan (maximum of three)

Further, in addition to the current institutions, the Chelsea Groton Savings Bank and the New England Savings Bank, the Norwich-Pequot Teachers Federal Credit Union is now the third institution for payroll savings. (Board minutes 5/14/81)

10. Flexible Benefits
11. **Association Dues/Service Fees**

1. **Conditions of continued employment**

All administrators employed by the Stonington Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the cost of collective bargaining, contract administration, and grievance adjustment. In the case of an administrator employed for half time or less, the administrator's fee shall be half the award of membership dues or half the service fee.

2. **Deductions**

The Stonington Board of Education agrees to deduct from each administrator an amount equal to the Association membership dues or service fees by means of payroll deduction. The Board shall deduct dues from the pay of each member of the Association in equal amounts on each payday of each month commencing in July and ending in June. The Board shall deduct service fees from the pay of administrators who are not members of the Association in equal amounts on each payday on each month commencing in July and ending in June. Under normal circumstances, the amount of Association dues or service fees shall be certified by the Association to the Board not later than June 1<sup>st</sup> of each work year.

3. **Subsequent Employment**

Those Administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

4. **Forwarding of Monies**

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

5. **Lists**

No later than the first paycheck in October of each year, the Board shall provide the Association with a list of all administrators of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

6. **Determination of Service Fees**

- A. Service fees shall be determined by the Association subject to the following conditions:
1. Service fees shall be determined on a yearly basis.
  2. Under normal circumstances, service fees shall be determined as of June 15<sup>th</sup> of each year.
  3. The Association shall provide an appropriate mechanism to employees who object to expenditure of a portion of their service fee for political, ideological activities or causes, or other reasons to the extent required by law.

7. **Save Harmless**

The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees, or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this section.

**ARTICLE 7**  
**Protection of Members**

- A. The Board agrees to comply with the provisions of Section 10-235 with respect to the protection of members in damage suits to the extent that it is applicable to the members of this unit.
- B. Members shall report immediately in writing to their immediate supervisor and to the Superintendent all cases of assault suffered by them or injury caused to them in connection with their employment, which report shall be received on the day of the incident, if possible, but if not possible, on the first school day following such incident, provided, however, that such notices shall be made in any event within five (5) calendar days from the date of such occurrence.
- C. Any member so injured may request such reasonable information relating to the circumstances surrounding the injury from the Board of Education which shall not unreasonably withhold the same.
- D. When a member is absent from school as a result of a personal injury caused by an assault arising out of or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to his/her annual or accumulated sick leave, vacation time or personal leave days. Any amount of salary payable pursuant to this section shall be reduced by any Workers' Compensation award for disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the member examined by a physician designated by the Board, or by the member's own doctor, at the member's cost, for the purpose of establishing the time during which the member is disabled from performing his/her duties. A copy of such report shall be provided to the Board.

**ARTICLE 8**  
**Retirement Options**

1. **Association Members Retirement Option**

Any administrator who leaves the employ of the Board and is entitled to payment of the benefits under the State Teachers' Retirement Act shall be eligible to individually purchased policies provided to active Association members under the conditions as established by the insurance carrier or State or Federal Regulations.

2. **Association Retirement Insurance**

For any administrator who leaves the employ of the District having ten (10) years or more service in the Stonington Public Schools as an administrator and who is entitled to payment of medical benefits under the State Teachers' Retirement Act, the Board of Education shall pay three percent (3%) of the cost of such medical insurance for the administrator and spouse for each year of service as an administrator until the month in which the administrator shall have

reached his/her 65<sup>th</sup> birthday. The above described benefit shall be available only to administrators currently employed or employed prior to June 30, 2007, and shall not be made available to employees hired subsequent to such date. The policies shall be the same as those policies then provided to active Association members under the conditions established by the insurance carrier and this contract. Except as provided herein, the retired administrator shall pay the difference between the amount contributed by the Teachers' Retirement System and the full cost of said medical insurance.

## **ARTICLE 9** **Sabbatical Leave**

- A. A sabbatical leave is defined as a year of study for which application may be made by an Association member possessing a professional educator intermediate administrator certificate after having completed seven consecutive years of teaching or administrative service in the Stonington Public School System. Sabbatical leaves are designed to encourage improvement of curriculum, supervision, and administration. The prime purpose of a sabbatical leave is to enable an individual to participate in a learning experience which will allow the individual to do a better job in the education of the children in the Stonington School System.
- B. Sabbatical leaves with pay may be authorized by the Board of Education upon the recommendation of the Superintendent of Schools in accordance with the following rules:
1. No more than one sabbatical leave shall be authorized in any two year period effective September 1, 1982.
  2. Written notice that a sabbatical leave will be applied for must be received by the Superintendent on or before January 1<sup>st</sup> of the school year preceding the proposed sabbatical. Requests for sabbatical leaves must be received in writing by the Superintendent on or before March 15<sup>th</sup> of the school year preceding the proposed sabbatical year.
  3. The grantee of the sabbatical leave will receive full insurance coverage in the same manner as he/she would if serving as a teacher/administrator provided that there is no increase in premium costs as a result of such sabbatical leave; but if such increase in premium does result, the SSASA member will receive such insurance coverage as may be obtained by the expenditure of the same premium.
  4. The grantee of the sabbatical leave will receive credit on the salary scale for the sabbatical year.
  5. Proposed sabbatical leaves will be available only for approved scholarly programs to be carried on in an accredited institution of higher learning which shall be itemized in the application.

6. The proposed program of study must be directly related to the SSASA member's work in the Stonington Public School System and must offer a potential to the individual and to the school system.
7. Upon return the Association member shall be placed in an assignment similar to the position held prior to said sabbatical.
8. The grantee as a condition to the acceptance of the sabbatical leave is required to report in writing to the Superintendent once each semester, (December 1<sup>st</sup> and April 1<sup>st</sup>) indicating the extent of the study and the nature of the courses taken.
9. A SSASA member granted sabbatical leave shall be paid fifty percent (50%) of his/her annual salary minus any program grant received by such Association member. A SSASA member granted a one-semester sabbatical leave (between September 1<sup>st</sup> and June 30<sup>th</sup>) will be paid one hundred percent (100%) of his/her salary for that semester only, minus any program grant received by such Association member.
10. The SSASA member granted sabbatical leave is expected to return to employment in the Stonington school system for a minimum of three consecutive years following the year of the sabbatical leave. If said member fails to return to the system for the full three year period, he/she shall be obligated to pay the prorated share of the monies received from the system during the sabbatical year equal to the proportion of the three year period not completed.

**ARTICLE 10**  
**Salaries**

The following salaries will be in effect for the years noted:

<b><u>Position</u></b>	<b><u>Work Year (No. of Days)</u></b>	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
		<b>2.5%</b>	<b>2.5%</b>	<b>2.0%</b>
<b>High School Principal</b>	222	\$145,838	\$149,484	\$152,474
<b>Middle School Principal</b>				
Mystic Middle School	217	\$133,792	\$137,137	\$139,880
Pawcatuck Middle School	217	\$133,792	\$137,137	\$139,880
<b>Elementary School Principal</b>				
Deans Mill School	217	\$127,342	\$130,526	\$133,137
West Broad School	217	\$127,342	\$130,526	\$133,137
West Vine School	217	\$127,342	\$130,526	\$133,137

<b>High School Assistant</b>	222	\$125,290	\$128,422	\$130,990
<b>Middle School Assistant</b>	217	\$119,586	\$122,576	\$125,028
<b>Elementary Assistant</b>	204	\$107,059	\$109,735	\$111,930
<b>Coordinator of Student Supports</b>	207	\$99,249	\$101,730	\$103,765
<b>Elementary Program Facilitator</b>	207	\$87,572	\$89,761	\$91,556
<b>Middle School Dean of Students</b>	207	\$87,572	\$89,761	\$91,556
<b>Director of Guidance</b>	222	\$110,320	\$113,078	\$115,340

- A one thousand dollar (\$1,000.00) differential shall be provided for an earned doctorate degree from an accredited university.
- A. Salary for twelve (12) month part-time administrators working less than full-time shall be paid on a pro-rata basis.
- The Board shall, at its discretion, be allowed to hire new full-time administrators at a starting salary up to ten percent (10%) below the applicable rate listed herein. Notwithstanding the starting rate, new administrators must be raised to the full salary applicable to their position by their third year of employment with the Board.
- B. Part-time twelve (12) month administrators and full-time (10) month administrators shall work twenty (20) additional days beyond the teacher work year on days to be scheduled by the Superintendent after consultation with the part-time administrator's supervisor (i.e. building principal) if requested.
- C. Effective July 1, 2016, all bargaining unit employees shall be paid via direct deposit.

**ARTICLE 11**  
**Travel Allowance**

	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Principals/Assistant Principals/Coordinator Of Student Supports	\$550.00	\$550.00	\$550.00

**ARTICLE 12**  
**Holidays**

Twelve (12) month Administrators are granted the following designated holidays:

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day and following Friday  
Christmas Day  
New Year's Day  
Martin Luther King Day

President's Day  
Good Friday  
Memorial Day  
Independence Day

In the event that school is in session on any one of the above days, it will be considered a workday for all administrators. December 24<sup>th</sup> and December 31<sup>st</sup> shall be work days only when included in either the student calendar or teacher work year.

Ten (10) month Administrators are granted the following designated holidays:

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day and following Friday  
Christmas Day  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day

### **ARTICLE 13** **Grievance Procedure**

#### **A. DEFINITIONS**

1. A grievance shall mean any complaint by one or more Association member or the Association over the interpretation or application of the terms of this Agreement.
2. A grievance to be considered under this procedure must be initiated in writing within twenty (20) days from the time when the grievant knows or should have known of its occurrence.
3. A "grievant" is the individual or individuals making the complaint.
4. A "member" is any member of the professional staff for whom the Association is a bargaining agent as defined in the Recognition clause of this Agreement.
5. For the purposes of this Article, "days" shall mean days during which the Central Office is open for business.

#### **B. PURPOSE**

1. The purposes of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may arise from time to time affecting

members. It is understood that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the rights of any grievant to discuss the matter informally with any appropriate individual on the professional staff.
3. It is understood that any member grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

C. **PROCEDURE**

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limit specified, however, may be extended by written agreement of both parties.
2. A grievance must be presented in written form at all levels of the procedure specifically outlining the basis for the grievance.
3. All meetings in the grievance procedure shall be held outside the specified school hours.

D. **FORMAL PROCEDURE**

1. **Level One - Superintendent**

- (a) The Superintendent shall be the hearing agent at this level of the grievance procedure. Within ten (10) days after receipt of the grievance by the Superintendent, he/she shall meet with the aggrieved person in an effort to resolve the grievance.
- (b) The decision at Level One will be rendered to the grievant in written form within ten (10) days after the meeting at which the grievance was discussed.

2. **Level Two - Board of Education**

- (a) In the event that the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she has five (5) days from the receipt of the decision to file a statement of appeal with the Board of Education. In the event no decision has been rendered within ten (10) days after the presentation of the grievance at Level One, the individual may file an appeal within ten (10) days following the ten (10) day period of reply. The appeal shall be in writing and shall set forth with specificity the grievance asserted in its disposition at Level One. The Board of Education or a designated two-member subcommittee, thereof, which may have counsel present, will meet with

the grievant and his/her representatives within thirty (30) days of the receipt of the written appeal. A decision will be rendered in writing within fifteen (15) days of said meeting. This meeting shall be held in Executive Session to the extent permitted by law.

3. **Level Three - American Arbitration Association**

- (a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been reached within fifteen (15) days after the Board Level Hearing, a request for a list of arbitrators shall be made to the American Arbitration Association within ten (10) days. The Board of Education and the Stonington School Administrators' and Supervisors' Association shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the decision of the arbitrator shall be binding. The arbitrator shall limit himself/herself to the issue submitted and can neither add or subtract from the language of the Contract, nor determine Board policy.
- (b) The cost for services of the arbitrator at this level including per diem expenses shall be borne equally by the Board and the Association.

4. **Miscellaneous**

- (a) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (b) The sole remedy available to any member for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive any member of a substantive legal right which he/she presently has. Nothing in this procedure shall obviate the statutory right of the Board.
- (c) It shall be understood that any member has the right at any time to turn to his/her local, state, or national professional organization for advice.
- (d) The grievant and one representative of the Association, chosen by grievant, may be released during a school day(s) to attend a grievance hearing(s) above Level Three with full pay for that day(s). If more than one person files a particular grievance, one of the grievants shall be designated by the Association as the representative for the group of grievants. Such person representing the group of grievants may have an Association representative of his/her choice - as the case of an individual (see above).
- (e) If a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practicable.

**ARTICLE 14**  
**Community Activities**

In each year of the contract, each administrator shall receive two thousand dollars (\$2,000.00) in additional remuneration for purposes of engaging in and attending activities outside of the workplace such as, but not limited to, attendance at community events.

Such remuneration shall be paid throughout the work year in addition to the Administrator's regular remuneration.

**ARTICLE 15**  
**Extended Work Year**

The Association recognizes the right of the Board to unilaterally extend the work year for all members of the bargaining unit. The Board agrees that if such work year is increased, members of the bargaining unit shall have their salaries increased on a pro rata basis.

**ARTICLE 16**  
**Reduction In Force**

- 1.0 The parties recognize that the Board may from time-to-time eliminate administrative positions. The parties further recognize that such a decision is within the discretion and prerogative of the Board.
- 2.0 In the event an Administrator's position is eliminated by the Board, such Administrator shall be entitled to retain a position with the Board, to the extent such position is available, in the following order:
  1. Any other vacant administrative position, for which the Administrator is certified and qualified.
  2. Any other administrative position held by the least senior administrator, for which the Administrator is certified and qualified.
  3. The Board will comply with bumping rights of Administrators into the teacher bargaining unit as required by state law.
  4. Any teaching position held by a non-tenured teacher for which the Administrator is certified and qualified.

Qualification shall be determined by:

- Evaluations by the Superintendent;
- Degree attainment; and

- Previous teaching or administrative experience at the school level or academic field.

- 3.0 Any administrator bumping into a different position within the bargaining unit will be provided with a temporary appointment with a six (6) (school) month probationary period.
- 4.0 In the event that two (2) Administrators have equal seniority and are deemed equally qualified for the position by the Superintendent, the length of continuous employment within the Stonington School System in any certified professional position shall break the tie. Seniority shall be defined as the length of continuous employment as an Administrator in the Stonington Public Schools.
- 5.0 In the event that the administrator cannot be assigned to an administrative position following the elimination of his/her position as set forth herein, the administrator shall be placed on a recall list for a period not to exceed two (2) years from the date of termination from the administrative position.

During such layoff, the administrator shall be entitled to first preference for any available position(s), for which he/she is both certified and qualified, covered by this Agreement. It is the obligation of the individual administrator to keep the administration fully apprised of his/her current mailing address, and any obligation the Board shall have under this article shall be fully discharged by transmitting a letter by certified mail to the last known address of the laid-off administrator appearing on current record maintained by the Superintendent notifying that administrator of the position(s) and granting said administrator a period of time, not to exceed thirty (30) days from the date of the mailing of the letter to apply for such position(s).

- 6.0 An administrator scheduled to be laid off may not refuse an assignment to any available administrative position as set forth above.

If any such position is available at the time of the layoff and the administrator is offered that position, said administrator must accept such position or forfeit all layoff and recall rights.

If the administrator refuses to accept a position for which he/she is certified and qualified, the Board shall have no further obligation to offer the administrator any position at a later date.

- 7.0 In the event that there is no available position in either the administrators' or teacher's bargaining units, the Board agrees to pay the premium of the various insurance coverages for either a period not to exceed one (1) year from the time of the layoff or the administrator becomes eligible for other insurance coverage, whichever comes first.

During the remainder of the time that the administrator is on the recall list, he/she may be allowed to purchase the group insurance coverages at the group rate.

8.0 Any and all termination hearings shall be in conformance with the provisions of Section 10-151 of the Connecticut General Statutes.

No such termination shall be subject to the grievance procedure set forth in this Agreement.

**ARTICLE 17**  
**Just Cause**

No Administrator shall be given a written warning, reduced in compensation, or suspended without just cause or in violation of his/her due process rights.

**STONINGTON ADMINISTRATORS'  
AND SUPERVISORS' ASSOCIATION**

By Jennifer L. McCurdy  
Hereunto duly authorized

Date: 10/22/2015

**STONINGTON BOARD OF EDUCATION**

By: [Signature]  
Hereunto duly authorized

Date: 10/26/2015

**IN THE PRESENCE OF:**

[Signature]

**IN THE PRESENCE OF:**

[Signature]

## APPENDIX A

### **Stonington BOE Administrators – Medical Plan Effective July 1, 2016**

Effective July 1, 2016 the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis (July 1<sup>st</sup> to June 30<sup>th</sup>) with open enrollment to be available in June.

The HDHP shall have a \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$5.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- Bariatric bypass surgery (covered);
- Infertility (covered);
- High-cost diagnostics: 0% after deductible (in-network). Prior authorization required.

Out of pocket maximum: in network \$3,500.00 for the individual and \$7,000.00 for the family.

Out of network medical services will be subject to a 70% plan/30% member coinsurance.

Out of pocket maximum: out of network \$5,000.00 for the individual and \$10,000.00 for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

- For the July 1, 2016 through June 30, 2017 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2016 through June 30, 2017 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2016.

- For the July 1, 2017 through June 30, 2018 contract year, the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee’s established Health Savings Account (“HSA”).

For the July 1, 2017 through June 30, 2018 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2017.

- For the July 1, 2018 through June 30, 2019 contract year, the Board will contribute forty percent (40%) of the applicable deductible amount into the employee’s established Health Savings Account (“HSA”).

For the July 1, 2018 through June 30, 2019 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2018.

The employee’s contribution toward the deductible shall either be, at the employee’s option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board’s contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

The HDHP described above shall be the core insurance plan. For any eligible employee wishing to enroll in a PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Board toward the premium of the HDHP for the employee’s coverage level (single, two-person or family coverage). Any employee enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

**PPO Plan Design**

Office co-pay	\$25.00
Specialist co-pay	\$25.00
High Cost Diagnostic	\$50.00
ER co-pay	\$150.00
UC co-pay	\$75.00
Outpatient co-pay	\$150.00
Inpatient co-pay	\$250.00

Unlimited lifetime maximum

Prescriptions

\$5/\$20/\$35

\$500.00 calendar year maximum

Out of Network

Deductible	\$500.00/\$1,000.00
Co-insurance	20%
Out-of-pocket max	\$1,500.00/\$3,000.00
Unlimited lifetime maximum	

A health reimbursement account (“HRA”) will be offered to any Administrator eligible for health insurance who is not eligible for a HSA. The Board’s annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the Administrator’s level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable contract year.