

AGREEMENT
BETWEEN THE
CHESHIRE BOARD OF EDUCATION
AND
CHESHIRE ADMINISTRATIVE PERSONNEL
JULY 1, 2018 – JUNE 30, 2021

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I. RECOGNITION CLAUSE

The Board of Education recognizes the Cheshire Administrative Personnel (C.A.P.) as the exclusive bargaining representative of all administrative employees eligible under the provisions of Section 10-153b(a)(1) of the Connecticut General Statutes. The term "Administrator" when used in this contract refers to administrator as defined in the Connecticut General Statutes. C.A.P. recognizes that the Board of Education has and retains the full and exclusive powers to manage, operate, and administer the Cheshire Public School System except to the extent such powers are abridged or modified by a specific provision of this Agreement or by statute.

II. NONDISCRIMINATION CLAUSE

There shall be no discrimination or coercion of any kind against any administrator for any reason whatsoever, including but not limited to, marital status, age, sex, creed, color, religious belief, national origin, ancestry, union activity or handicapped status, except in the case of a bonafide occupational qualification or need, either by the Cheshire Board of Education (hereinafter "Board") or the Cheshire Administrative Personnel (hereinafter "C.A.P.").

III. SALARIES

This Agreement shall continue in full force and effect through June 30, 2021.

The Board of Education and C.A.P. agree to the salaries as shown in Appendix A for the period beginning July 1, 2018 and ending June 30, 2021.

In addition to the Salary specified in Appendix A; C.A.P. members shall receive a Tax Sheltered Annuity contribution paid by the Board of Education. The amount of the contribution shall be \$5,000 per school year. Employees working less than full-time shall receive the contribution on a pro-rated basis.

Any administrator, who for just cause, is in danger of having his/her increment and/or his/her salary increase withheld, shall be notified by the Superintendent no later than June 30th prior to the contract year in which the withholding would be made.

Placement of newly hired persons on the salary schedule for Administrators will be determined by the Superintendent after consultation with C.A.P., subject to approval of the Board.

IV. VACATION

A. All personnel on twelve-month contracts will receive vacation on the following schedule:

Year 1-2*	20 days
Years 3-15	25 days
Year 15+	27 days

*For new hires, Superintendent's discretion up to 25 days based upon experience.

The dates are to be arranged between the Superintendent and individual, with the goal of at least two weeks consecutive vacation period for each member. The Superintendent, at his/her discretion, may grant additional time on an individual basis.

- B. In the first year of employment as a Cheshire administrator, *administrators shall receive vacation on the following schedule:

Begins employment July 1 - July 31	4 weeks
Begins employment August 1 - November 30	3 weeks
Begins employment December 1- February 28(29)	2 week
Begins employment March 1 - June 30	0 weeks

*The Superintendent may have the discretion to adjust these days based on member's prior experience.

Such provision shall not apply to administrators promoted from Cheshire teacher positions. Said administrators shall receive four weeks vacation pro-rated based upon the fraction of the contract year employed in an administrative position.

- C. All vacation must be taken during the contract year in which it is granted. However an administrator shall be able to carry-over unused vacation from a prior year as long as the unused time is taken prior to July 31st of the subsequent year. Any administrator leaving the system at the end of a contract year who, due to conditions of work, was unable to take vacation during the year it was granted, shall be compensated on a per diem basis for any unused vacation days. Any administrator who leaves the system during a contract year shall be eligible for a pro rata per diem payment for unused vacation days.

V. INSURANCE AND OTHER BENEFITS

All personnel covered by this Agreement shall be eligible to receive at their option one of the following medical benefit coverages, below:

- A. Anthem Blue Cross/Blue Shield - Century Preferred Plan (PPO)

In-Network Services

\$ 15.00	Office Visit
\$100.00	Hospital Admissions
\$ 50.00	Emergency Room

Out-of-Network Services

\$ 500.00	Deductible per Individual
\$1,000.00	Deductible per Family
30%	Co-Insurance
\$3,500.00	Maximum out of pocket individual
\$7,000.00	Maximum out of pocket family

The above mentioned medical program will cover eligible dependent children to age 26 in accordance with applicable law. Coverage for eligible dependent children will end on the last day of the month in which the dependent child turns age 26.

B. Anthem Blue Cross/Blue Shield – BlueCare Plan (HMO)

The Board will also offer alternative coverage through a qualified Health Maintenance Organization in lieu of the insurance benefits provided in this article. Effective July 1, 2011, the office visit co-payment shall be \$5.00. Should a sufficient number of employees enroll in a Health Maintenance Organization thereby requiring the Board to offer this option in lieu of existing insurance benefits, the Board will contribute on behalf of each employee for participation in the Health Maintenance Organization, an amount not to exceed the premium the Board would have paid for such employee under the group insurance plans. Details such as enrollment periods, forms, etc. shall be handled administratively.

The above mentioned medical program will cover eligible dependent children to age 26 in accordance with applicable law. Coverage for eligible dependent children will end on the last day of the month in which the dependent child turns age 26.

C. OptumRx Prescription Drug Plan

Prescription drugs provided with an unlimited annual maximum as follows:

- three (3) tier prescription drug program
- a. retail co-pays as follows: \$5, generic, \$20, brand-preferred, \$30 brand-non-preferred
- b. mail order at 1 X retail co-pay for minimum 90 day supply
- c. up to 34 days or 100 doses (whichever is less) at retail per fill
- d. experimental drugs for cancer (undergoing Phase II Clinical trials) other drugs require FDA approval
- e. prior approval on drugs
- f. concurrent review of manufacturer dosage limits, drug interaction and manufacturers approval program
- g. coverage to current coverage and exclusion list
- h. mandatory generic substitution with physician override.

All employees electing this plan will be provided with a detailed outline of coverages, benefits and services upon enrolling in the plan.

D. All administrators covered by this agreement may elect either individual coverage, two person coverage or full family coverage as it relates to health insurance.

The Anthem Blue Cross/Blue Shield Health Savings Account Plan (HSA) shall serve as the base plan in determining the employee cost for both the Anthem Blue Cross/Blue Shield - CT Century Preferred Plan (PPO) and the Anthem Blue Cross/Blue Shield - Blue Care Plan (HMO) medical benefits plans. An employee electing to enroll in either the PPO or HMO shall pay the difference between the Board of Education (Board) allocated premium cost plus the Board contribution to the HSA account and the Board's allocated premium cost for the PPO or the HMO. In the event the calculated employee contribution to the PPO or HMO is lower than the calculated employee contribution to the HSA, the employee may select the PPO or HMO option and there shall be no employee contribution required for that year. Under no circumstances shall employees receive the value difference if the PPO or the HMO employee contribution is calculated lower than the HSA.

The Board shall allow administrators to pay medical and dental benefit contributions with pre-tax dollars to the extent permitted by Section 125 of the Internal Revenue Service.

E. Anthem Blue Cross/Blue Shield – Lumenos Health Savings Account (HSA)

The Board will also offer alternative coverage through a Health Savings Account, which shall be in lieu of the health insurance plans offered in A. and B. above, which plan shall have the following deductibles and co-insurance:

Annual Deductibles:

- \$2,000 individual; \$4,000 for two-person or family coverage;
- 0% in-network co-insurance;
- 20% co-insurance for out-of-network
- Out of pocket maximums: \$4,000 individual; \$8,000 two-person or family;
- Prescriptions are included in the above deductibles. Prescriptions copayments after the above deductibles as follows: \$0 generic; \$20 brand formulary; \$40 brand non-formulary.

The Board will contribute into an account each year for each employee selecting the HSA plan \$1,000 for single coverage and \$2,000 for two-person or family coverage. Employees selecting the HSA shall contribute towards the cost of insurance as follows:

- | | |
|-----------|------|
| • 2018-19 | 9.5% |
| • 2019-20 | 10% |
| • 2020-21 | 11% |

The above mentioned medical program will cover eligible dependent children to age 26 in accordance with applicable law. Coverage for eligible dependent children will end on the last day of the month in which the dependent child turns age 26.

F. Anthem Blue Cross/Blue Shield – Full Dental Plan

The Board shall pay the full cost of employee dental coverage. Employees may cover families by paying fifty percent (50%) of the appropriate dependent costs.

The above mentioned dental program will cover unmarried dependent children to age 19.

G. The Board shall also make available on an option basis, a Section 125(b) Flexible Spending Account for qualified healthcare expenses and dependent care assistance.

H. Life: A life insurance policy with accidental death and dismemberment rider equal to two and one-half (2.5) times the administrator's annual salary for the contract year.

I. Upon the death of an administrator, his/her spouse and dependent children [under age 26] shall have the option of continuing the group medical and dental insurance programs as specified in paragraph A above, at the spouse and/or dependent children's expense. Such option shall continue for twelve (12) years from the date of death, or until the spouse is eligible for coverage under another group insurance program or until the spouse is eligible for coverage under Medicare, whichever comes first.

J. Personnel covered by this Agreement may elect to waive all Anthem Blue Cross/Blue Shield coverage and in lieu thereof, to receive \$1,200.00. Payment to those employees waiving coverage will be made on a prorated basis.

K. The Board agrees to deduct from the wages of all administrators, who are members of a professional union organization, the monthly organization dues and transmit the same by first class mail to the treasurer of the organization not later than the second Friday of each month. The administrator agrees to submit to the Board a written authorization request, duly signed by such member, authorizing this deduction. This authorization shall be in accordance with the requirements of applicable law.

L. Long Term Disability Plan

Benefits - Two thirds (2/3) of monthly salary, up to a maximum payment of \$7,000.00 per month. Benefits to be paid in accordance with the "Schedule of Benefits" found in the existing master contract.

Payments will not be made for a member until after the Board sick leave is used up, or after a waiting period of one hundred eighty (180) calendar days after a disability due to accident or sickness, whichever comes later. An employee who does not have one hundred eighty (180) Board of Education sick leave days, will be granted the difference in Board of Education sick leave days between accumulated sick leave days of the employee and sick leave days necessary to complete the waiting period of one hundred eighty (180) calendar days of disability due to accident or sickness.

Survivor benefits will be paid as outlined in the master policy.

- M. The Board will reimburse C.A.P. members who elect to purchase a cellphone plan and provide the associated phone number to the Board and use the phone in the performance of their duties, the sum of \$50 per month. C.A.P. members who elect not to provide their cellphone number to the Board will not be reimbursed for any amount under this agreement.

VI. PROFESSIONAL GROWTH

The Board and C.A.P. agree on the importance of continued professional development of administrators. To that end, the Superintendent may approve requests for participation in conferences, courses, professional leaves of absence and technology, a leave of absence or reimbursement for technology expenses must be approved by the Superintendent, when such requests are accompanied by clearly stated objectives and plans for the improvement of management skills.

The Board shall reimburse members for successful completion of graduate courses in a program that has been approved by the Superintendent of Schools. Members shall be reimbursed for 75% of the tuition cost.

Employees achieving an earned doctorate shall be eligible for a stipend of \$2,500 per year.

VII. ADMINISTRATORS' RETENTION INCENTIVE PLAN

1. In order to be eligible for the Retirement Incentive, the administrator must, at the time of retirement:
 - (a) Have at least twenty-two (22) years of credited service in public education, of which the last ten (10) years of service shall be in the Cheshire Public School System, at least five (5) years of which shall be as an administrator;
 - (b) Any military service time which might be purchased by the administrator should not be included as part of the 22 years.
 - (c) Give notification of his/her intention to retire to the Board of Education before December 1, with final confirmation of retirement before January 15, of the last school year of service.
2. Any administrator who meets such requirements is eligible for four (4) payments, each payment equal to Three Hundred dollars (\$300.00) for each year of service. One payment will be made during the month of July in each of the four (4) fiscal years immediately following the year of the administrator's retirement.
3. Effective July 1, 2008, administrators who are otherwise eligible for and participate in the Retirement Incentive Plan shall, upon retirement and for eight (8) years or until eligible for Medicare, whichever event comes first, be eligible to continue all existing health care and life insurance, excluding long-term disability. The Board shall be responsible for all premium payments, including premium increases, for the individual retiree's insurance coverage.

The retiring member may continue during the coverage period the right of group health insurance for family at his/her own expense.

4. If an administrator who retired under this Plan dies before all payments are received, the remaining payments, as specified in Section 2 above, shall be made to the beneficiaries as designated by the administrator, and if no named beneficiaries, the decedent's estate, in the same manner as such payment would have been made directly to the retired administrator. His/her spouse and/or dependent children shall have the option of continuing in the group health insurance programs as specified above, at their expense. Such option shall continue for twelve (12) years from the date of death, or until the spouse is eligible for coverage under another group insurance program or until the spouse is eligible for coverage under Medicare, whichever event comes first. In any event, however, dependent child coverage shall cease upon the child reaching age 25 if the spouse's coverage is not otherwise terminated.

VIII. GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of administrators. Both parties agree that these proceedings shall be kept as confidential as appropriate.

B. Definitions

1. A grievance shall mean a complaint by an administrator 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.
2. "Administrator" shall mean any certified professional employee member of this bargaining unit and may include a group of administrators similarly affected by a grievance.
3. When "days" are referred to in the time limits hereof, such shall mean working days.

C. Time Limits

If an administrator does not file a grievance in writing within ten (10) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived. Failure by the aggrieved administrator at any level to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures

If an administrator feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor or other appropriate administrator in an effort to resolve the problem informally.

If the administrator is not satisfied with such disposition of the matter, he/she shall have the right to have C.A.P. assist him/her in further efforts to resolve the problem informally with his/her supervisor or other appropriate administrator.

E. Formal Procedures

Step 1

- a. If the aggrieved administrator is not satisfied with the disposition of his/her grievance on an informal basis, he/she may file in writing a grievance either with C.A.P. or with the Superintendent, directly, with a copy to C.A.P. Such filing must take place within the ten (10) day period as set forth in Section C above.
- b. If the grievance is filed with C.A.P., C.A.P. shall, within ten (10) days after receipt, refer the grievance to the Superintendent but prior to doing so, C.A.P. shall provide an opportunity for the aggrieved administrator to meet with the appropriate committee to review the grievance.
- c. The Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved administrator and with representatives of C.A.P. for the purpose of resolving the grievance.
- d. The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved administrator with a copy to C.A.P.

Step 2

- a. If the aggrieved administrator is not satisfied with the disposition of his/her grievance as defined in Section B1(2) above, at Step 1, he/she may within three (3) days after the decision or within six (6) days after the hearing, file the grievance with C.A.P. or directly with the Board with a copy to C.A.P.
- b. If the grievance is filed with C.A.P., C.A.P. may, within three (3) days after receipt, refer the appeal to the Board. If it fails to do so, the grievance shall be deemed resolved.
- c. Upon receipt of the written grievance, the Board shall, at its next regularly scheduled meeting, but not sooner than ten (10) days after receipt by the Board, meet with the aggrieved administrator and with representatives of C.A.P. for the purpose of resolving the grievance.
- d. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved administrator, with a copy to C.A.P.

F. Arbitration

1. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Step 2, he/she may within three (3) days after the decision or within six (6) days after the Board meeting, request in writing to the President of C.A.P. that his/her grievance be submitted to arbitration. Only grievances as defined in Section B1(2), however, shall be subject to the arbitration provisions of this Agreement.
2. C.A.P. may, within ten (10) days after receipt of such request, submit the grievance to arbitration, with a copy of the submission to the Board.
3. The Chairman of the Board and the President of C.A.P. shall within ten (10) days after such written notice; jointly select an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree on an arbitrator within ten (10) days, the matter shall be submitted to the American Arbitration Association under the Rules of Voluntary Arbitration of the American Arbitration Association.
4. The arbitrator so selected shall confer promptly with representatives of the Board and C.A.P., and shall hold such further hearings with the aggrieved administrator and other parties in interest as he/she shall deem requisite.
5. The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest to the extent permitted by law.
6. The cost of the services of the arbitrator shall be borne equally by the Board and C.A.P.

G. Representation

Either party shall take no reprisals of any kind by any member of the administration or C.A.P., against any participant in the grievance procedure by reason of such participation.

IX. SICK LEAVE AND PERSONAL LEAVE

Each administrator is entitled to fifteen days leave for personal illness each school year. Unused days will be accumulated. In case of absence because of personal illness, quarantine, or injury other than that arising out of and incurred in the course of employment, a substitute shall be provided and no salary deduction will be made for a period not to exceed the administrator's accumulated sick leave.

If the illness, quarantine, or injury other than that arising out of and incurred in the course of employment requires a period of absence longer than that covered by accumulated sick leave, a deduction shall be made equal to the substitute's salary for a period of no longer than 45 school days. Beyond the 45 day period a deduction shall be made each day equal to 1/200 of the administrator's annual salary for the remainder of the school year. The Board may grant an extension either of sick leave or of the 45 day period, dependent on

the nature of the illness, the circumstances involved, and the service record of the administrator concerned. A physician's statement may be required for any illness.

In case of absence because of any injury arising out of and incurred in the course of employment, a substitute shall be provided. The administrator will receive his/her full salary at the rate received at the time of occurrence of said injury for the length of his/her absence, but not to exceed 180 school days, except that any compensation received under the Workers' Compensation Act will be deducted from his/her salary. No deduction shall be made from sick leave.

Three days per year will be allowed for personal reasons. These days may accumulate to a total of five (5). Under no circumstances will an administrator be asked his/her reason for taking a personal day. When school is in session, personal days before or after a holiday or vacation period, require approval by the Superintendent. However Personal Days may be taken in conjunction with vacation days or holidays during school vacation periods. Personal days are not deductible from sick leave.

X. REDUCTION IN FORCE

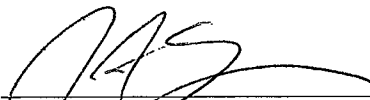
1. If it becomes necessary to reduce the administrative personnel, it shall be on the basis of seniority, certification and qualifications as defined hereinafter except the Superintendent may make such determination based on the unique needs of the school system or the unique talents of an individual administrator. In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:
 - A. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening (if one exists) in his/her job title within his/her salary group for which he/she is certified and qualified.
 - B. If there is no existing administrative opening in his/her job title within his/her salary group for which he/she is qualified and certified, and the displaced administrator has the least seniority in his/her job title within his/her salary group, he/she will be offered an administrative opening, if one exists, as follows: first, in his/her current salary group for which he/she is certified and qualified; and second, in any other lower grouped job title for which he/she is certified and qualified.
 - C. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrator position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified and qualified and which is held by a teacher with fewer years of service in the Cheshire School System subject to the law appertaining and the collective bargaining agreement between the Board and the Cheshire Education Association.
 - D. In the event that a displaced administrator is placed in a lower salary group or the teacher bargaining unit as a result of this article, the displaced administrator will be entitled to a \$5,000 severance payment. This severance payment shall be paid in twelve (12) equal installments throughout the school year in which the displacement becomes effective.

2. The job titles and salary groups referred to in this article are:
 - I. Assistant Principals (Elementary/Middle School)
Special Education Supervisor
 - II. High School Assistant Principals
Athletic Director
 - III. Elementary Principals
Curriculum Coordinator
Coordinator of Adult Education & Teacher Development
 - IV. Middle School Principal
Director of Pupil Personnel Services
Director of Curriculum and Instruction
 - V. High School Principal
3. Definitions:
 - A. The term "qualified" as used herein means recognized and satisfactory experience in the general area into which the administrator seeks to be placed.
 - B. Seniority shall be determined by continuous length of administrative service in the system, including authorized paid or unpaid leaves and is to be established by the date the initial contract of administrative employment was signed by the certified staff member.

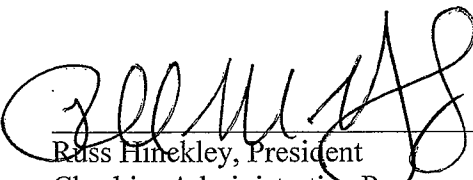
XI. OPENINGS WITHIN THE BARGAINING UNIT

1. All openings within the bargaining unit shall be posted in each school by means of bulletins stating job descriptions and qualifications of such openings as far in advance of the appointment as possible (a minimum of two weeks).
2. During summer vacations, notices shall be distributed to each member of the bargaining unit at their place of primary employment.
3. All administrators shall be given adequate opportunity to make application for such positions. If in the determination of the Superintendent the qualifications of applicants are approximately equivalent, serious consideration shall be given to qualified administrators then employed by the board.

This agreement is made and entered into on this 3rd day of November, 2017, by and between the Cheshire Board of Education and the Cheshire Administrative Personnel. It will be effective as of July 1, 2018.



Jeffrey F. Solan, Superintendent for
Cheshire Board of Education



Russ Hinekley, President
Cheshire Administrative Personnel

11/3/17

Date

11/3/17

Date

CHESHIRE ADMINISTRATIVE PERSONNEL

APPENDIX A

2018/19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
LEVEL I	\$120,826	\$123,706	\$126,590	\$129,466	\$132,346	\$135,228
LEVEL II	\$123,707	\$126,587	\$129,468	\$132,346	\$135,228	\$138,107
LEVEL III	\$127,943	\$130,850	\$133,762	\$136,672	\$139,586	\$143,206
LEVEL IV	\$133,762	\$136,672	\$139,586	\$142,495	\$145,406	\$149,173
LEVEL V	\$140,987	\$143,868	\$146,750	\$149,630	\$153,191	\$158,280

2019-20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
LEVEL I	\$122,590	\$125,512	\$128,438	\$131,356	\$134,279	\$137,202
LEVEL II	\$125,513	\$128,435	\$131,358	\$134,279	\$137,202	\$140,123
LEVEL III	\$129,811	\$132,760	\$135,715	\$138,668	\$141,624	\$145,297
LEVEL IV	\$135,715	\$138,668	\$141,624	\$144,575	\$147,529	\$151,351
LEVEL V	\$143,046	\$145,968	\$148,893	\$151,815	\$155,427	\$160,591

2020/21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
LEVEL I	\$124,870	\$127,847	\$130,827	\$133,799	\$136,776	\$139,754
LEVEL II	\$127,848	\$130,824	\$133,801	\$136,776	\$139,754	\$142,730
LEVEL III	\$132,226	\$135,230	\$138,239	\$141,247	\$144,258	\$147,999
LEVEL IV	\$138,239	\$141,247	\$144,258	\$147,264	\$150,273	\$154,166
LEVEL V	\$145,706	\$148,683	\$151,662	\$154,639	\$158,318	\$163,578

- Level I Assistant Principals (Dodd/Elementary), Special Education Supervisors
- Level II Assistant Principal (High Schools)
Athletic Director
- Level III Elementary Principals, Curriculum Coordinator
- Level IV Middle School Principal, Director of Pupil Personnel Services
- Level V High School Principal

Received for record 11/3/2017

at 10:30 a.m. / ~~p.m.~~ and recorded by

Laura Brennan
Cheshire, CT Town Clerk

