

AN AGREEMENT BETWEEN

the

COVENTRY BOARD OF EDUCATION

and the

COVENTRY ADMINISTRATIVE ASSOCIATION

July 1, 2012 – June 30, 2015

2103089 v.02

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INTRODUCTION

This Agreement is made and entered into by and between the Coventry Board of Education (hereinafter referred to as the “Board”) and the Coventry Administrative Association (hereinafter referred to as the “Association”).

ARTICLE I - RECOGNITION

- 1.1 The Board hereby recognized the Coventry Administrative Association as the exclusive representative of administrative certified professional employed by the Board in accordance with statute, pursuant to, and with all the rights and privileges as provided by Section 10-153b to 10-153f of the General Statutes of Connecticut.

ARTICLE II – AGENCY SHOP/SERVICE FEES

2.1 Agency Shop/Service Fee.

- A. All Administrators employed by the Board 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 costs of collective bargaining, contract administration, and grievance adjustment. Administrator authorization shall be in writing on a form provided by the Superintendent and approved by the Superintendent and the President of the Association.
- B. The Board agrees to deduct from salary paid to 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 paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The Association shall, no later than August 1st of each year, give written notice to the Business Office of the amount of dues of those members of the Association, which are to be deducted in that school year under such authorization. The amount of service fee shall be certified by the Association to the Board prior to August 1st of each school year.
- C. The Association shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, judgments or other forms of liability including attorney’s fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE III - BENEFITS

- 3.1 The Board shall provide term life insurance for each Administrator in the amount equal to two and one half (2 ½) times the Administrator's salary to the nearest \$1,000.
- 3.2 An Administrator who becomes incapacitated while employed by or who retires under the provisions of the Teacher Retirement Act or under the State of Connecticut retirement system if applicable, from the Coventry Public School System, may continue his/her group life and health insurance at his/her own expense subject to the approval of the group carrier.
- 3.3 Mileage Reimbursement. The Board shall pay the maximum IRS mileage allowance, as amended from time to time, to any Administrator who provides his/her own transportation on school related duties when they have approval in advance from the Board and have complied with the Board procedure for mileage reimbursement.
- 3.4 After two (2) years of uninterrupted service with the Coventry Public Schools, the Board shall contribute two and one-half percent (2.50%) of an Administrator's annual salary to a 403(b) annuity plan selected by the Administrator and approved by the Board. Payments into the plan shall be made on a monthly basis commencing with the month following the Administrator's second year anniversary and shall continue through the month following the Administrator's last month of paid employment in the Coventry Public Schools.

ARTICLE IV – LEAVE

4.1 Sick Leave

All Administrators under this contract shall be entitled to sick leave with full pay for nineteen (19) days per year with accumulation of unused days not to exceed two hundred (200) days. Those Administrators whose current sick leave accumulation exceeds two hundred (200) days will maintain their individual accumulated amount but shall not be permitted to accumulate additional days until their accumulated days fall below a total of two hundred (200).

Administrators hired on or after July 1, 2009 may accumulate unused sick days not to exceed one hundred seventy five (175) days. Up to twenty (20) days of accumulated sick leave may be used for illness in the immediate family. Each Administrator shall receive written notification of his/her accumulated sick leave each year.

- 4.2 After five (5) or more consecutive days of illness, or if a pattern of continuous absence because of illness occurs, a medical certificate may be required by the Superintendent.

4.3 After providing written notification stipulating reasons, the Board may require a medical or psychological examination of an administrator by a Board chosen professional at Board expense. Said professional shall report to the Board whether or not the Administrator is fit to perform his/her duties.

4.4 Personal Leave

Administrators may be granted up to three (Cumulative to six (6) maximum days in any one school year) paid personal leave in each school year for imperative personal business which could not effectively be conducted outside of school hours when previously approved by the Superintendent. Request for personal leave should, when possible, be submitted to the Superintendent at least two working days prior to the requested day of leave. In extreme emergencies, personal leave may be granted by the Superintendent to eligible staff members unable to request personal leave in advance.

4.5 Bereavement Leave

Each Administrator shall be entitled to absence with full salary not to exceed five (5) days for the death of a spouse, child, parents, brother, sister and parents of current spouse. For the death of any other member of the immediate family, this absence shall not exceed three (3) days. Members of the immediate family include: grandparents or grandchildren of the member and any relatives who reside in the administrator's household. Additional days may be applied for under exceptional circumstances. Such bereavement leave days must be taken at the time of death.

4.6 Religious Days

Additional personal days will be granted upon notification to the Board of Education for recognized religious holy days. Such days shall not exceed three (3) per fiscal year.

4.7 An Administrator may apply for a leave of absence without pay. The Board retains sole discretion to grant or deny such request.

ARTICLE V – HEALTH INSURANCE

5.1 Administrators may elect single, spousal, or family health insurance coverage from one of the plans described below:

A. Preferred Provider Plan with the following:

1. Twenty-five dollar (\$25) office co-pay.
2. Five Hundred dollar (\$500) in-patient hospitalization co-pay.
3. Seventy five dollar (\$75) emergency room co-pay.
4. Three-Tier Drug Program:
 - a. Ten dollars (\$10)/Twenty-five dollars (\$25)/Forty dollars (\$40) co-pay.
 - b. Unlimited annual maximum.
 - c. Two (2) times the applicable co-pay for mail order for a ninety (90) day supply.
5. Effective July 1, 2012, Administrators who elect coverage shall contribute twenty percent (20%) of the premium costs. Effective July 1, 2013, Administrators who elect coverage shall contribute twenty-one percent (21%) of the premium costs. Effective July 1, 2014 Administrators who elect coverage shall contribute twenty-two (22%) of the premium costs.

B. The Board shall implement a Health Savings Account (HSA) plan, or a high deductible health care plan with a health savings account feature, including the following components:

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$1,500/\$3,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$1,500 individual coverage/\$3,000 family coverage	\$3,000 individual coverage \$6,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

1. The Board will contribute seventy-five percent (75%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employing Board's payroll dates. The parties acknowledge that the Board's seventy-five percent (75%) contribution toward the funding of the HSA 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 Administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. Effective July 1, 2013, the Board shall contribute fifty percent (50%) of the applicable HSA amount.
2. Effective July 1, 2012, Administrators elect coverage shall contribute thirteen percent (13%) of the premium costs. Effective July 1, 2013, Administrators who elect coverage shall contribute fourteen percent (14%) of the premium costs. Effective July 1, 2014, Administrators who elect coverage shall contribute fifteen percent (15%) of the premium costs.

The Board shall provide individual, two person, or family basic dental coverage (co-pay dental with Rider A) to all Administrators, subject to the same Administrator cost share for the Century Preferred Provider Plan.

The Board shall provide a "Section 125" plan for as long as such a plan is available and recognized by the Internal Revenue Service.

- 5.2 The Board of Education may provide insurance coverage through alternative carrier provided that the level of benefits remains equal to or better than that currently provided. Prior to changing carriers, the board will consult with the Coventry Administrative Association. Any disagreement over whether coverage is equal to or better shall be resolved through arbitration prior to implementation.

ARTICLE VI – PROFESSIONAL DEVELOPMENT

- 6.1 The Board encourages each Administrator to continue his/her professional growth through participation in professional meetings, conferences and conventions at the local, regional and national level when such activity is expected to result in professional growth of the Administrator and, therefore, improve the quality of education in the Coventry Public Schools. The Administrator shall seek approval for participation in professional development activities from the Superintendent prior to attending same. Upon Superintendent approval, the Board shall pay the reasonable expenses associated with the attendance at such professional growth activities (including fees, meals, lodging and/or transportation).
- 6.2 A sum of one thousand five hundred dollars (\$1,500) per administrator will be budgeted each year for the purpose of paying full or partial expenses for

administrators attending educational conferences, in accordance with Section 7.1. This money can also be used to pay for tuition for related coursework, however if being used for this purpose, the money will only be paid upon the attainment of a grade equivalent of a 'B' or better in the course.

ARTICLE VII – SALARY

- 7.1 The salaries of all Administrators covered by this Agreement are set forth in the Addendum A which is attached hereto and made part of this Agreement.
- 7.2 The annual salary will be divided into twenty-six (26) equal periodic installments payable bi-weekly, except during a leap years. During a leap year, annual salary will be divided into twenty-seven (27) equal periodic installments payable bi-weekly.
- 7.3 Annual stipends will be paid for school district responsibilities performed by building administrators, provided each such listed program continues to operate. The assignment of these positions and the accompanying payment will be at the discretion of the Superintendent of Schools. The current annual Administrator stipends for building Administrators are as follows:

District Testing Coordinator:	\$5,000
District Teacher Mentor Coordinator:	\$2,500
District 504 Coordinator:	\$2,000
District Curriculum Coordinator:	\$4,000
District Preschool Coordinator:	\$3,000
High School Coordinator:	\$2,000
China Liaison:	\$2,000
Transportation Liaison:	\$2,000
Food Service Liaison:	\$3,000
Superintendent's Designee:	\$2,000

- 7.4 An annual stipend of \$1,000.00 shall be paid to any administrator who holds a Ph.D or Ed. D. as of September 1st of the contract year.
- 7.5 If a new administrative position is created, the Board and the Association shall negotiate the salary, hours, and other conditions of employment for the position, as may be required by the Teacher Negotiations Act, as it may be amended from time to time.
- 7.6 Withholding of Increase

An Administrator's salary increase may be withheld by the Board of Education upon such Administrator's receipt of an unsatisfactory evaluation by the Superintendent of Schools. That salary increase may be in the contract year subsequent to the issuance of the unsatisfactory evaluation, but only if the

Administrator has been afforded an opportunity to remedy the areas of concern within the period of time specifically identified in his/her evaluation and has been unwilling or unable to do so, in the judgment of the Superintendent, which judgment shall not be arbitrary or capricious.

- 7.7 In the event that an Administrator's salary increase may be withheld by the Board of Education, the Superintendent of Schools will make notification in writing to the Administrator no later than April 1st.

ARTICLE VIII - SEVERABILITY

- 8.1 If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision therein, shall become inoperative or fail, by reason of the invalidity of any other portion or provision, and the parties do hereby declare that they would have severally approved of the adopted provisions contained therein and apart from the other.

ARTICLE IX – PROFESSIONAL NEGOTIATIONS

- 9.1 The Board shall cooperate with the Association upon reasonable request to provide information of public record (including statistics and records) which the Association may deem necessary for proper administration of the contract. Either party may, if it so desires, utilize the services of outside consultants or negotiators and may call upon professional and lay representatives to assist in the negotiations.

9.2 Negotiations Over Successor Agreement

The current Agreement shall remain in effect until such time as a new Agreement has been established and approved by both the Board and Administrators.

ARTICLE X – WORK YEAR

- 10.1 The school calendar shall be set by the Board, and attached to the contract for information purposes.
- 10.2 Administrators shall work 220 days per year.
- 10.3 The Superintendent shall ask the Administrators for suggested summer calendars by April 1 each school year. The Superintendent shall meet with the Administrators, either individually or together, and the Superintendent shall set the vacation schedules, giving due regard to the wishes of the individuals and the needs of the school system. One (1) Administrator, excluding the Superintendent

shall be present within the District's offices at all times during normal working hours.

- 10.4 The Board shall have the responsibility to make arrangements for substitutes teachers in the event of teacher absence. These responsibilities will not be delegated to any member of the Association.
- 10.5 Upon approval from the Superintendent of Schools, an Administrator may exceed his or her 220 work day schedule, by no more than three (3) additional work days. Such additional work days shall be compensated at the per diem rate of three hundred dollars (\$300) per day.

ARTICLE XI – BOARD MEETINGS

- 11.1 The Superintendent shall give reasonable notice in advance of any Board meeting at which the Administrator is expected to be present, where practicable. Notice shall be written or verbal communication or the inclusion on an agenda of any item specifically related to the Administrator's area of responsibility. Those Administrators not notified that they will be involved directly in a report to or the deliberations of the Board need not attend.

ARTICLE XII – GRIEVANCE PROCEDURE

- 12.1 A grievance shall be defined as a complaint by an Administrator alleging a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement. As used in this article, the term "Administrator" shall mean an individual Administrator, a group of Administrators having the same grievance, or the Association. In the event of a grievance, this procedure shall be followed:

- 12.2 Step 1

The aggrieved party or parties shall, within fifteen (15) school days after he/she or they knew or should have known of the occurrence leading to the grievance, send, in writing, to the Superintendent of Schools or his/her designee, a statement concerning the article or articles which are alleged to have been abrogated and a suggested remedy. The Superintendent or his/her designee shall respond to this notice, in writing, within five (5) school days of the receipt of such notice. If no agreement can be reached between the Superintendent or his/her designee and the aggrieved party, the grievant may file the grievance at Step 2 of the grievance procedure.

- 12.3 Step 2

Within five (5) school days after it has been determined that no remedy can be reached with the Superintendent or his/her designee, the Association may contact, in writing, the Chairman of the Board requesting a meeting between the Board or a designated committee thereof and the Association. The Board shall schedule a meeting within a reasonable period of time to consider the grievance.

The Board shall submit its decisions in writing to the Association within ten (10) school days following the meeting held in compliance with the above paragraph.

12.4 Step 3

Within ten school days, the Association may appeal from the decision of the Board under Step 2 to a mutually agreed-upon arbitrator. The arbitrator shall hold a hearing within thirty (30) days of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render his/her decision. If the parties cannot reach a mutual agreement on an arbitrator, the Association may file for arbitration with either the American Arbitration Association (“AAA”) or the American Dispute Resolution Center (“ADRC”) under the rules for the applicable forum. The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be equally shared by the parties. Each party shall otherwise bear its own costs associated with arbitration.

The arbitrator(s) shall have no authority to add to, subtract from, or make changes in terms and provisions of this agreement.

The Association shall have the right to advance the grievance to the next step if the Board’s representative does not respond within the time limits at his/her level. Failure to appeal the grievance within the time limits shall constitute waiver of the grievance.

ARTICLE XIII – JUST CAUSE

13.1 No Administrator shall be disciplined without just cause. The provisions of this section shall not apply to oral reprimands, withholding of increases pursuant to Sections 8.2 and 8.2a of this Agreement, or demotions to an Administrative position with lower pay or status. Terminations shall be governed by Conn. Gen. Stat. Section 10-151, *et. seq.*, as it may be amended from time to time.

ARTICLE XIV – REDUCTION IN FORCE

14.1 The Board shall notify the Association of any planned elimination of position(s).

In the event of a planned elimination of administrative staff, in order to promote an orderly reduction in the administrative staff, the following procedure shall be used:

A. Any Administrator relieved of his/her duties because of a reduction in staff or elimination of position shall be offered an administrative opening or vacancy, if one exists, for which such Administrator is certified and qualified, as determined by the Superintendent of Schools, which determination shall not be unreasonable.

B. If an Administrative position is not available, then the administrator shall be considered a teacher and, in accordance with law, the teachers' contract shall determine whether he/she is assigned to a teaching position or laid off entirely from the Coventry Public Schools.

C. If an Administrator bumps into a teaching position in the district, then the Board shall pay to the Administrator a separation allowance in recognition of the Administrator's service to the Board. The separation allowance shall be equal to the difference between the Administrator's salary as an Administrator immediately prior to the bump into the teaching position and the Administrator's salary as a teacher following the bump into the teaching position. The separation allowance shall be paid for a period of one school year, and shall be paid to the employee throughout the course of that school year in accordance with the Board's regular payroll schedule.

D. If an Administrator bumps into an administrative position in the district which pays a lower annual salary, then the Board shall pay to the Administrator shall be equal to the difference between the Administrator's salary immediately prior to the bump into the position and the Administrator's salary following the bump into the lower paid administrative position. The allowance shall be paid for a period of one school year, and shall be paid to the Administrator throughout the course of that school year in accordance with the Board's regular payroll schedule.

- 14.2 The name of the administrator whose position has been eliminated shall be placed on a reappointment list and shall remain on such list for a period of twelve (12) months, provided such administrator does not refuse a reappointment to a position for which he/she is qualified and certified, as determined by the Superintendent of Schools. Any such administrator on the reappointment list shall receive an offer of employment as soon as possible. In the event of a reappointment, the Administrator shall be notified by certified mail to his/her last known address. The Administrator shall accept or reject a written offer of appointment in writing within ten (10) calendar days of receipt of the reappointment letter. Upon acceptance of an appointment, the administrator shall receive a written offer of employment as soon as practicable.

ARTICLE XV – DURATION

- 15.1 The provisions of this agreement shall be effective as of July 1, 2012 and shall continue and remain in full force and effect to and including June 30, 2015 or until a successor agreement has been established and approved by both the Board and the Association.

Coventry Board of Education

Date

Coventry Administrative Association

Date

**ADDENDUM A
ADMINISTRATORS' SALARY AGREEMENT**

	2012-13				
	1	2	3	4	5
Assistant	97,153	100,233	103,434	106,737	110,163
Elementary Middle/PSSS	101,113	109,208	112,721	116,358	120,127
Director	107,983	111,449	115,044	118,763	122,615
High School	110,149	113,696	117,365	121,168	125,114

	2013-14				
	1	2	3	4	5
Assistant	97,153	100,233	103,434	106,737	110,163
Elementary Middle/PSSS	101,113	109,208	112,721	116,358	120,127
Director	107,983	111,449	115,044	118,763	122,615
High School	110,149	113,696	117,365	121,168	125,114

	2014-15				
	1	2	3	4	5
Assistant	98,367	101,486	104,727	108,071	111,540
Elementary Middle/PSSS	102,377	110,573	114,130	117,812	121,629
Director	109,333	112,842	116,482	120,248	124,148
High School	111,526	115,117	118,832	122,683	126,678

Those Administrators not on the top step shall move on step on January 1, 2013 and January 1, 2015.