

AGREEMENT

Between

POMPERAUG REGIONAL SCHOOL DISTRICT 15
BOARD OF EDUCATION

and

POMPERAUG REGIONAL SCHOOL DISTRICT 15
ADMINISTRATORS ASSOCIATION

JULY 1, 2014
through
JUNE 30, 2017

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I. INTRODUCTION

A. Recognition

The POMPERAUG REGIONAL SCHOOL DISTRICT 15 BOARD OF EDUCATION (hereinafter referred to as "Board") hereby recognizes the POMPERAUG REGIONAL SCHOOL DISTRICT 15 ADMINISTRATORS ASSOCIATION (hereinafter variously referred to as "Association" and the "P.A.A.") as the exclusive representative, as defined in §§10-153b through 10-153f of the Connecticut General Statutes as amended for the entire group of administrators not excluded from the purview of the statute.

B. Administrators' Contract

The Board shall provide each administrator with a copy of the complete text of this Professional Agreement or any successor agreement.

C. Amendment

Except as specifically stated herein or as required by law, it is understood that neither party can require formal negotiations on any matter concerning wages, hours or conditions of employment, during the life of this Agreement, except the negotiations of a successor agreement. However, this Agreement may be amended at any time by mutual consent of the Board and the P.A.A. Any such amendment must be signed by both the Board and the P.A.A., which amendment shall be appended hereto and become a part hereof.

D. Severability

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

E. Duration

This Agreement shall be in full force and effect for the period commencing July 1, 2014 and ending June 30, 2017.

II. GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" shall mean a claim based upon:
 - a. A dispute arising from the interpretation, application, or alleged violation of the language of this Agreement, or to the extent provided by law, an alleged failure to follow established procedures of the district's evaluation and support programs (subject to formal grievance procedures Level 1 through Level 3), or
 - b. An event or condition which affects the conditions of employment of an administrator or a group of administrators (subject to formal grievance procedures Level 1 through Level 2 only).
2. "Administrator" shall mean any member of the bargaining unit as defined in Article I "Recognition" and may include a group of administrators who are similarly affected by a grievance.
3. "Days" shall mean days when school is in session except between each July 1 and the beginning of the next school year when "days" shall be weekdays. If any deadline date under this Article falls on a weekend or holiday, such date shall be extended to the next following weekday.

B. Time Limits

1. The time limits indicated at each level are maximums. All efforts should be made to communicate and resolve disagreements in as short a time span as possible.
2. Time limits may be extended by mutual agreement in writing.
3. Failure to initiate communication within specified time limits will result in waiver of the grievance.

C. Informal Procedure

1. An administrator who feels aggrieved shall initiate communication with his immediate supervisor within twenty (20) days of the time he knew or should have known of the action or condition which caused the disagreement.

2. If a satisfactory resolution to the problem is not reached within five (5) days of such communication, the administrator may institute a formal grievance.

D. Formal Procedure

1. Superintendent

- a. All written grievances shall contain at least the following information:
 - i. The name of the grievant(s).
 - ii. The date(s) on which the alleged act or condition occurred.
 - iii. The specific paragraph of this Agreement or Board policy, practice or regulation which is alleged to have been violated, misinterpreted or misapplied.
 - iv. A specific description of the act or condition in issue.
 - v. The requested remedy.
- b. The written grievance must be submitted to the Superintendent and the P.A.A. President within thirty (30) days from the time that the grievant knew or should have known of the act or condition which caused the disagreement.
- c. Within ten (10) days of the receipt of the written grievance, the Superintendent shall meet with the administrator and P.A.A. President or his/her designee in an effort to resolve the problem.
- d. Within five (5) days of this meeting, the Superintendent shall render a written decision to the administrator and P.A.A. President.

2. Board of Education

- a. If the grievance is not satisfactorily resolved at the Superintendent level, or if no decision has been rendered within the specified time, the administrator, through the P.A.A. President, may request a hearing with the Board of Education. Such request shall be made in writing to the

Chairman of the Board within ten (10) days of the formal grievance meeting with the Superintendent.

- b. The Board shall meet with the administrator and the P.A.A. President or his/her designee within twenty (20) days of receipt of the written appeal in an effort to resolve the grievance.
 - c. The Board shall render its decision in writing within five (5) days of that meeting with copies sent to the grievant and the P.A.A. President.
 - d. Grievances filed under Section A, Paragraph 1.b. (non-contractual grievances) shall reach final resolution at the Board of Education level.
3. Impartial Arbitration
- a. Only grievances filed pursuant to Section A, Paragraph 1.a. (arising from the interpretation, application, or alleged violation of the language of this Agreement, or to the extent provided by law, an alleged failure to follow established procedures of the district's evaluation and support programs) will be subject to impartial arbitration.
 - b. If any such grievance is not satisfactorily resolved at the Board of Education level or if no decision has been rendered within the specified time, the P.A.A. President may decide to submit the matter to arbitration before a single arbitrator.
 - c. Notice of intent to submit the grievance to arbitration shall be made in writing by the President of the P.A.A. (or his/her designee) or the individual grievant to the Superintendent of Schools, within fifteen (15) days of the meeting of the Board.
 - d. Within five (5) days of receipt of such written notification, the Superintendent shall arrange for a meeting to select a mutually agreeable arbitrator. If the parties cannot agree, the American Arbitration Association shall be requested to name an arbitrator.
 - e. Arbitration shall be held in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding.

- f. The costs of the services of the arbitrator shall be borne equally by the Board and the P.A.A. or the individual grievant, as the case may be.

E. Miscellaneous

- 1. Any party in interest may be represented at any level of the formal procedure.
- 2. Proceedings shall be as informal and as confidential as appropriate at any level of the procedure.
- 3. News releases and other publicity must be agreed on by the Board, P.A.A. and grievant prior to release.
- 4. Failure by the Superintendent or the Board to submit a decision within the applicable time limit shall permit the grievant to proceed to the next level.
- 5. Failure by the grievant to make written request for appeal to the next level shall constitute acceptance of the decision of the administration.

III. WORKING CONDITIONS

- A. It is acknowledged by both parties that the duties and responsibilities of professional administrative positions preclude a tightly defined work year or work day. It is understood that the responsibilities of each position as defined by job descriptions and interpreted by each administrator's supervisor must be filled in total in any reasonable manner. Resolution of disputes relative to these work loads is available through the grievant process delineated in this contract.

B. Administrators shall have the following work year schedule:

Position	Days/Year
Principal & Director of Pupil Personnel	225
High School Assistant Principal	210
Director of Guidance	210
Assistant Director of Pupil Personnel	225
Middle School Assistant Principal	200
Academic Chairperson & Subject Area Director	200

C. Administrators shall not be required to work on the following holidays:

1. All legal and national holidays when school is not in session.
2. The Friday following Thanksgiving.
3. Three (3) days at Christmas recess in addition to Christmas and New Year's Day.

D. Board of Education Meetings - Each administrator shall attend Board of Education meetings when an agenda item requires his/her presence. In addition, the Superintendent may require the presence of an administrator at such meeting by notifying the administrator in advance.

E. Prior to June 1 of the school year, each administrator shall present to his/her supervisor a proposed vacation schedule for the year. Upon revision and/or approval by his/her supervisor, but not later than July 1, the schedule shall be submitted to the Superintendent for final approval. Alterations to such schedule by the administrator shall only be made with the approval of the Superintendent.

F. If the work year established for each administrator in B. above is extended with the approval, or at the direction of the Superintendent, as a result of unusual or special work demands, such administrator shall be compensated at his/her per diem rate, based on his/her contracted yearly salary.

G. Vacancies and promotions shall be filled in accordance with the following procedures:

1. The existence of vacancies of positions shall be adequately publicized within the system by posting a notice in every school of the Regional School District 15 System, as far in advance of the date of filling such vacancies as possible, but in no event less than two (2) weeks in advance.

2. Said notices of vacancies shall clearly set forth the qualifications for the positions.
3. Administrators who desire to apply for such vacancies of positions shall file their applications in writing with the Superintendent within the time limit specified in the notice.

IV. LEAVE POLICIES

A. Personal Injury

An administrator who sustains injury in the performance of his duties and who becomes disabled shall be paid by the Board of Education the difference between the employee's salary and any amount received under the Worker's Compensation Act. Any such absence shall not be charged to the administrator's accumulated sick leave.

B. Sabbatical Leave

1. Sabbatical leaves are granted for either one-half academic year, or for one full academic year, and may be awarded to those P.A.A. members whose proposed program is so designed to supplement pertinent educational goals of the Regional School District 15 Board of Education.
2. All candidates must meet the following requirements:
 - a. Hold at least 30 credits beyond a M.A.
 - b. Be a certified employee in Region 15 for at least six years.
 - c. Submit a proposed plan of study to be followed at a university. Substitute plans of research will require special approval. Study can be within or outside the United States.
3. Conditions of Sabbatical Program:
 - a. No more than one (1) P.A.A. member per year will be granted Sabbatical Leave.
 - b. Applications for Sabbatical Leave shall be filed with the Superintendent of Schools prior to January 30 of the fiscal year prior to the fiscal year for which the leave is requested. Information required will be made known to the Superintendent.

- c. All applications will be presented to the Board along with the Superintendent's written recommendations.
- d. In the event that the Board grants any Sabbatical Leave, the successful applicant will be notified of the Board decision no later than May 15. However, every effort will be made to notify the applicant within thirty (30) days of receipt of a request.
- e. Successful candidates will be paid at three-fourths the basic annual salary rate for a one year program, and at full salary rate for half-year programs. Basic annual salary rate is defined as the actual salary rate in effect at the time the leave begins.
- f. Costs of the sabbatical program, including but not limited to tuition, travel, books, supplies and materials, shall be borne by the successful candidate. Such costs shall not be reimbursed by the Board unless specifically authorized by the Board.
- g. P.A.A. members may supplement their salary with other fellowship aid, provided that the total compensation of any grant program, scholarship, assistantship, or other compensation, and the sabbatical leave does not exceed the professional staff member's full annual salary rate (or one-half the annual salary rate in the case of six (6) months sabbatical leaves). If such does occur, the sabbatical pay will be commensurately reduced.
- h. P.A.A. members on Sabbatical Leave shall advance on the salary schedule as if they were active administrators and shall retain all rights and privileges of an active administrator. P.A.A. members shall retain former status or position in the system.
- i. P.A.A. members on Sabbatical Leave will be included in group medical benefits.
- j. An administrator granted Sabbatical Leave must return to Regional School District 15 for three years. In the event of the failure of the administrator to return or to fulfill the three year agreement, the administrator will repay the prorated portion of the Sabbatical Leave payment received. In cases of exceptional hardship, the Board may release the administrator from the obligation to pay all or part of the

sabbatical leave payments upon his or her failure to comply with this future service requirement.

- k. Upon his or her return, the administrator will present a comprehensive report to the Board.

C. General Leave

1. An administrator may be granted a general leave of absence without loss of salary, to begin a program of study which results from foundation or scholarship grants and which necessitates personal presence in advance of the close of the school year. The Superintendent may recommend such leave to the Board, indicating the educational effect such leave may have on the educational program, and the availability of funds to support such leave.
2. Each request for such leave will be considered on an individual basis.
3. Other extended leaves, with or without salary, may be granted at the discretion of the Board.

D. Maternity Leave - Insurance Coverage

Upon exhaustion of sick leave, an administrator who is granted a maternity leave and fulfills the time requirements of the approved Region 15 medical insurance carrier shall retain the medical insurance benefits provided by such carrier at the Region's expense until the mother and baby are released from the hospital. To qualify for such benefits, each administrator must be employed by the Region at least four months prior to the birth of the child.

V. SALARY

A. Ranges

The salary of any administrator hired after July 1, 2011 may be up to 10 percent below the stated salary for the position. The salary of said position will be adjusted in each succeeding year so as to attain Paragraph B. level at the completion of two and one half (2 ½) years of said administrator's employment, if said administrator's performance evaluation is proficient. The Superintendent may adjust the administrator's salary to the Paragraph B. level after two (2) years of service if said administrator's performance evaluation warrants. (See Appendix A)

B. Salary Levels

POSITION	2014-15	2015-16	2016-17
High School Principal	153,548	156,926	160,379
Director of Pupil Personnel/Special Services	153,548	156,926	160,379
Middle School Principal	148,997	152,275	155,625
Elementary School Principal	144,447	147,625	150,873
High School Assistant Principal	133,322	136,255	139,253
Middle School Assistant Principal	124,760	127,504	130,309
Asst Director of Pupil Personnel/Spec Svcs	139,840	142,917	146,061
Director of Guidance	131,225	134,112	137,062
Director of Athletics	124,760	127,504	130,309
Director of Fine Arts	124,760	127,504	130,309
Academic Chairperson	124,760	127,504	130,309

C. Merit Incentive

During any given year from 2014 through 2017 the Board may pay an administrator a performance incentive in addition to the annual base salary the administrator receives. The scope and performance parameters of the incentive proposal shall be mutually agreed upon in advance between the Superintendent and the administrator. The incentive shall not be the subject of grievance or arbitration proceedings. The incentive under this Article shall not exceed \$2,500 per year for any individual administrator; the incentive in any single fiscal year paid shall not exceed 1% of the salary account of the bargaining unit for the preceding year, excluding longevity, and shall not be added to the administrator's base pay for the following year.

VI. FRINGE BENEFITS

A. INSURANCE BENEFITS

1. Health Insurance

a. Plan Coverage

The HSA (Health Savings Account) plan described below is the core insurance plan. For any bargaining unit member wishing to remain in the Century Preferred Copay PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the sum of the following two amounts: 1) the dollar amount contributed by the Board toward the premium of the HSA plan for the bargaining unit members coverage level (single, two-person or family coverage); and 2) the dollar amount contributed by the Board toward the HSA deductible, for the

bargaining unit members coverage level. Any bargaining unit member remaining enrolled in the Century Preferred Copay PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the Century Preferred Copay PPO plan.

b. Board of Education Contribution to Health Savings Account (HSA) Deductible

The Board will contribute 50% of the applicable annual HSA deductible amount. The Board's contribution towards the HSA accounts will be deposited as permitted by federal guidelines throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the board's 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 actively employed administrators. The employing Board shall have no obligation to fund any portion of the HSA deductible for retirees, other individuals upon their separation from employment, or for ineligible individuals as determined by federal guidelines. In the event that a member elects the HSA Medical plan after the start of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

c. Premium Cost Share Provisions

Each administrator electing enrollment shall pay a percentage of the premium cost of the plan as follows:

	Employees' Premium Cost Share		
	2014-15	2015-16	2016-17
HSA PPO	13.0%	14.0%	15.0%

d. Key Features of the Core Plan High Deductible/HSA Medical Plan:

- In-Network/Out-of-Network Annual Deductible (individual/aggregate family) \$2,000/4,000
- Co-insurance 100% Non-Prescription In-Network after deductible

- Co-insurance 80% Out-of-Network after deductible, subject to co-insurance maximum
- Post deductible Prescriptions:
 - Formulary Prescription Drug Plan with Physician Dispense as Written (DAW)
 - Retail (30 days)
 - \$0 Generic - \$25 Preferred Brands - \$40 Non-Preferred Brands
 - Mail Order (90 days)
 - \$0 Generic - \$50 Preferred Brands - \$80 Non-Preferred Brands
- In-Network Preventive Care not subject to deductible, 100% Co-insurance
- Out-of-Network Preventive Care subject to deductible, 80% Co-insurance after deductible, subject to co-insurance maximum
- Co-insurance Maximum (individual/aggregate family) \$3,000/6000 (includes out-of-network coinsurance and post deductible RX copays)
- Cost Share Maximum (individual/aggregate family) \$5,000/10,000
- In-Network Lifetime Maximum-Unlimited
- Out-of-Network Lifetime Maximum \$1,000,000

e. Key Features of Century Preferred Copay PPO Plan:

- Office visit co-pay \$20
- Out-patient co-pay \$100/event
- Admission co-pay \$50/day to a maximum of \$250
- Emergency Room co-pay \$75 (waived if admitted)
- Urgent care Center co-pay \$50/visit

- Out of Network Deductible per calendar year
\$250 Individual \$500 employee+1 \$750 Family
- Out of Network-Coinsurance 80% to:
\$450 Individual \$900 employee+1 \$1150 Family
- Out of Network-Out-of-Pocket Max per calendar year
\$700 Individual \$1400 employee+1 \$1900 Family

- f. Key Features of the Copay based Prescription Plan (Prescription Plan Rider offered with the Century Preferred Copay PPO):
- Formulary Prescription Plan with Physician Dispense as Written (DAW) and co-pays as follows:
 - Retail (30 days)
 - \$5 Generic - \$25 Preferred Brands -
 - \$40 Non- Preferred Brands
 - Mail Order (90 days)
 - \$5 Generic - \$25 Preferred Brands -
 - \$40 Non-Preferred Brands
- g. Dental Plan
- Dental coverage will be based on the Full-Service plan provisions, including Riders A, B, C and D.
- h. Wage Deduction Procedures
- Each administrator must submit a wage deduction authorization permitting the Board to deduct such payment. The Board shall establish a salary reduction plan pursuant to Internal Revenue Code Section 125, so that such payments may be free from income tax, to the extent provided by law. If coverage is elected for one or more eligible dependents, but no spouse is covered, premium sharing will be at the Employee+1 rate.
- i. Spending Account
- The Board shall make available to each individual administrator a Section 125(b) spending account for health care and dependent care assistance.
- j. Wellness
- The Board may make available a wellness program, at no cost to administrators, that provides a financial incentive to administrators who voluntarily elect to participate.
2. Individual Life Insurance - All administrators shall receive life insurance coverage of \$250,000.

3. Any administrator who retires from the Region 15 School System shall be entitled to continued coverage under the Group Medical Insurance Plans subject to the eligibility requirements of the insurance carriers, provided such administrator assumes the cost of these plans by payment no later than the due date of any premium.
4. The amount of life insurance for active employees will be reduced to 65 percent of the level specified in paragraph 5 at age 70, and to 50 percent of the level specified in paragraph 5 at age 75. The amount of life insurance for retirees shall be reduced by 50 percent at the time of retirement, with further reductions of 10 percent each year until the maximum reduction of 90 percent is attained.
5. An administrator who resigns from the Regional System after fulfilling his contractual obligations will be covered by insurance benefits until August 31 of that year, unless covered by other insurance prior to August 31.
6. The Board shall provide, at its expense, for all full time, tenured professional employees (full time as defined by the insurance carrier, or a person who works at least three-fifths of a regular schedule) coverage under a group long term disability plan containing the same terms and conditions as the plan in effect on June 30, 1992. Long term disability coverage is equal to 60 percent of annual salary.
7. The Board reserves the right to substitute alternative insurance carriers for each of the insurance coverages listed herein or to self-insure in whole or in part (as long as all minimum state insurance mandates are provided). Any alternative coverage must be equivalent to the coverage currently in effect, and no such change in insurance carrier shall result in interruption in coverage for any administrator. For this purpose, the term "equivalent" means the same as or better than the present insurance contract in function, services and benefits to members of the bargaining unit. However, in regard to health insurance, the term "equivalent" means substantially equivalent in function, services, benefits, physicians, hospitals, providers and administrative services, recognizing that no two health insurance plans are the same. The Pomperaug Administrators' Association will be consulted in advance of implementing any change in insurance carrier. In the event of a dispute regarding "equivalency", such dispute shall be resolved at Level Three of the grievance procedure prior to

implementation of any such change. Failing agreement by the parties on an arbitrator, the matter shall be submitted to the American Arbitration Association for resolution by an arbitrator qualified in insurance matters.

B. Longevity

After five (5) years of service as a certified teacher or administrator in Region 15, the following longevity rates will be implemented:

5 - 9 years	\$500
10 - 14 years	\$1,050
15 - 19 years	\$1,325
20 - 24 years	\$1,600
25 years and above	\$1,900

Prior cumulative service in the Middlebury and Southbury School Systems shall count toward cumulative service in Region 15.

Longevity payments shall only be available to administrators who were members of the PAA bargaining unit in the 2013-14 contract year.

C. Annuities

1. Universal Annuity

All administrators shall receive an annuity payment to an approved 403(b) account of the administrator's choice based on the percentage for each year as follows:

2014-2015	2015-2016	2016-2017
1.0 % of Base Salary	1.0% of Base Salary	1.0% of Base Salary

Effective each July 1, each administrator shall have his/her base salary increased by the percentage specified above, from which total base salary the administrator shall pay through a reduction in his/her base salary (elective deferral) a dollar amount equal to the specified percentage of his/her base salary to an annuity.

2. Vested Annuity

Administrators shall become vested in the annuity plan upon completion of 10 years of service. At that time the administrator shall receive a payment equal to the base salary received in the 10th year times 10 years of service times one

percent (1%). This payment shall be made in three equal yearly payments paid into a 403(b) account of the administrator's choice.

Beginning the 11th year of service (or the year of service following vesting, whichever is later) and every year thereafter, the administrator shall receive a payment equal to that year's base salary times one percent (1%). This payment shall be made into a 403(b) account of the administrator's choice.

The annual salary for the Administrator shall consist of (a) cash compensation set forth in Section V. B. Salary Levels, plus (b) the percentage of the amount in (a) above that is payable by the Board as a Board-paid contribution to a tax-sheltered annuity contract selected by the Administrator in accordance with Section 403(b) of the Internal Revenue Code, as amended.

The Board agrees to purchase such annuity contract pursuant to a plan that satisfies Section 403(b) of the Internal Revenue Code and any regulations promulgated thereunder.

For purposes of reporting the Administrator's salary to the Connecticut State Teachers' Retirement System and for purposes of remitting the Administrator's mandatory contributions on said salary, the Board shall include the full amount of the annual salary of the Administrator as specified in (1) and (2) above and report the same to the State Teachers' Retirement Board.

VII MISCELLANEOUS WORKING CONDITIONS

A. Protection of Administrators

1. The Board will protect and save harmless any administrator from any financial loss and expense, including legal fees and costs arising out of any claim, demand, suit or judgment, as provided by the Statutes of the State of Connecticut.
2. If criminal proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/her employment, or arising out of any disciplinary action taken against a student by an administrator, the Board shall, upon request from the administrator, retain legal counsel acceptable to both parties to defend him/her in such criminal proceedings. If the Board does not provide such counsel and thereafter the proceedings instituted against such administrator shall not be prosecuted to a finding of guilty to the original or any lesser charge, the Board shall reimburse such administrator for reasonable counsel fees incurred by the administrator in such proceedings. The Board shall not be obligated to reimburse any administrator for attorney's fees if such proceedings are disposed of by way of accelerated rehabilitation or any other rehabilitative or probationary program, but may do so in its sole discretion.

B. Travel

All necessary business travel, including Board of Education meetings and regularly scheduled administrative staff meetings, but excluding travel between the district and the administrator's home, shall be reimbursed on the basis of actual mileage at the published IRS rate per mile. Travel vouchers shall be submitted monthly by all administrators.

C. Dues

The Board will reimburse each administrator for membership in professional organizations of the member's choice, up to a maximum of \$350 in each year. Each administrator shall present current vouchers with evidence of payment on February 15 and August 15 of each year, as a condition of reimbursement.

D. Leaves

1. Unlimited accumulation of sick leave at the rate of twenty (20) days per year. The Superintendent may approve additional sick leave in any year for any individual member.

2. Personal and professional conference leaves shall be provided subject to the advance approval of the Superintendent except in emergencies.

E. Courses

The Board will maintain the present funding level of \$17,500 in any given contract year and by January 1 administrators must declare their intention to seek course reimbursement to the Superintendent of Schools. The aforementioned will result in an encumbrance of a portion of the \$17,500; any unencumbered balance will be available for professional workshops for interested administrators with the approval of the Superintendent of Schools.

- F. This Agreement is subject to the Statutes of the State of Connecticut and the rules and regulations of the Board of Education, providing the latter are not in conflict with this Agreement or the rights of administrators under the Teacher Negotiations Act.

G. Retirees

For purposes of this Agreement, the terms "retirement" and "retiree", refer only to those members of the bargaining unit who, upon terminating employment with Region 15, actually receive current payments from the Connecticut State Teacher Retirement System.

H. Evaluation

1. An administrator shall be given an opportunity to acknowledge receipt by signature and date and/or reply to any evaluation report or written statement of criticism within ten (10) days of the administrator's receipt of the report or written statement of criticism. No evaluation report or written statement of criticism may be contained in the administrator's personnel or other file for longer than thirty (30) days unless the administrator acknowledges receipt or replies to said report or statement, or unless written notice that the administrator failed to sign or respond in time is attached to the report or statement.
2. All evaluations shall be conducted in accordance with the evaluation procedures of the Board. Nothing herein shall preclude modification of evaluation procedures in accordance with State Guidelines.
3. Any administrator receiving an unsatisfactory appraisal shall receive either a full or partial withholding of the generally negotiated increase for the ensuing year, in accordance with criteria contained

in the "Annual Process for Evaluation of Administrators". This section shall not be construed to prevent the foregoing, no general wage increase shall be withheld except in instances where the administrator has been notified of such deficiency prior thereto and given a six (6) month opportunity thereafter to remedy the deficiency noted as aforesaid, and he/she has been unable or unwilling to do so.

VIII. REDUCTION IN FORCE

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

- A. If an administrative position is eliminated, the Superintendent shall assign the affected administrator to one of the following positions in the following order:
 - 1. Any vacant administrative position for which he or she is certified and has had appropriate experience in the judgment of the Superintendent (which shall not be arbitrary or capricious), provided the assignment does not constitute a promotion.
 - 2. Any administrative position held by a non-tenured administrator for which he or she is certified and has had appropriate experience in the judgment of the Superintendent (which shall not be arbitrary or capricious), provided the assignment does not constitute a promotion.
 - 3. Any administrative position in the same classification (i.e. position title) which is held by a less senior administrator who in the opinion of the Superintendent (which shall not be arbitrary or capricious) is not more qualified for the position.
 - 4. For purposes of paragraphs 1 and 2 above, if there is more than one position available which meets the criteria in such paragraph, the affected administrator shall be assigned to the position which is closest to his/her position in terms of salary range.
- B. If there are two administrators whose administrative positions are eliminated and both are eligible for transfer into the same position, both will be screened and the Superintendent will assign the most qualified to the position. Administrators who are displaced and for whom no other administrative assignment is available in accordance with the provisions of this Article shall be assigned to a teaching position, if available, in accordance with the provisions of the applicable collective bargaining agreement.

- C. Any administrator who has been displaced from an administrative position shall be placed on a reappointment list. His or her name shall remain on such reappointment list until reappointment to an administrative position or for a period of two (2) years from the date of displacement, whichever shall first occur. If an administrator on the reappointment list refuses an appointment to an administrative position for which he or she is eligible, he or she shall be immediately removed from the reappointment list. Administrators on the reappointment list will only be eligible to take positions for which they are certified and qualified in the opinion of the Superintendent (which shall not be arbitrary or capricious), and shall not be eligible for any job which is either a promotion or which is at a different level from the administrative position previously held by that administrator. No administrator shall be eligible for reappointment unless he or she remains in the continuous employment of the Board between the date of displacement as an administrator, and the date of reappointment, unless there was no teaching position available for such administrator at the time of displacement.
- D. For purposes of this Article, a “promotion” shall be a reassignment to a salary classification with a higher salary, as set forth in Article V.B. – Salary Levels.
- E. Seniority
- a. For purposes of this Agreement, seniority shall be defined as continuous length of current service as an administrator employed by the Region 15 Board of Education.
 - b. Seniority shall commence at the time of signing the contract of employment in such period of current uninterrupted service.
 - c. Authorized leaves and periods of time on the recall list shall not be deemed breaks in service. Seniority shall accrue during paid leaves and unpaid leaves of less than six (6) months. Unpaid leaves of six (6) months or more and periods on the recall list shall result in suspension, but not accumulation of seniority.
 - d. Total length of service as a certified employee of the Region 15 Board of Education shall be used to determine seniority only if the foregoing is inconclusive.
 - e. Previous certified service in Middlebury and Southbury School Systems shall count as though it was service in Region 15.
- F. If an administrator is involuntarily transferred at the discretion of the Superintendent to another administrative position with a lower base salary

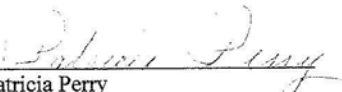
for reasons other than reduction in force or his/her performance, conduct or qualifications, his/her base salary shall be frozen at the administrator's most recent rate until the base salary for the new position exceeds such frozen salary.

IX. JUST CAUSE

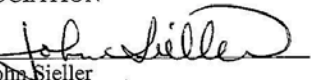
No administrator shall be suspended or reduced in pay other than in accordance with the provisions of this contract or as may be required by law, except for just cause.

IN WITNESS WHEREOF, the POMPERAUG REGIONAL SCHOOL DISTRICT 15 BOARD OF EDUCATION (Board) and the POMPERAUG REGIONAL SCHOOL DISTRICT 15 ADMINISTRATORS ASSOCIATION (P.A.A.) have set their hands and seal by their duly authorized representatives this 3rd day of January, 2014.

POMPERAUG REGIONAL SCHOOL
DISTRICT 15 BOARD OF EDUCATION

By: 
Patricia Perry
Board of Education Chairperson

POMPERAUG REGIONAL SCHOOL
DISTRICT 15 ADMINISTRATORS
ASSOCIATION

By: 
John Bieller
President

APPENDIX A
Illustration of Operation of Article V.A.

EXAMPLE 1 of three year phase in process

YEAR 1	
PAA/Bd. of Ed Negotiated Salary (Article V.B)	Actual Salary of New Hire (10.00% Below Negotiated) (.90 times 124,760)
124,760	112,284
YEAR 2	
PAA/Bd. of Ed Negotiated Salary (Article V.B)	Actual Salary of New Hire (5.00% Below Negotiated) (.95 times 127,504)
127,504	121,129
YEAR 3	
PAA/Bd. of Ed Negotiated Salary (Article V.B)	Actual Salary of New Hire (At Negotiated Salary)
130,309	130,309

EXAMPLE 2 of three year phase in process

YEAR 1	
PAA/Bd. of Ed Negotiated Salary (Article V.B)	Actual Salary of New Hire (5.00% Below Negotiated) (.95 times 139,840)
139,840	132,848
YEAR 2	
PAA/Bd. of Ed Negotiated Salary (Article V.B)	Actual Salary of New Hire (2.50% Below Negotiated) (.975 times 142,917)
142,917	139,344
YEAR 3	
PAA/Bd. of Ed Negotiated Salary (Article V.B)	Actual Salary of New Hire (At Negotiated Salary)
146,061	146,061

**APPENDIX B
HEALTH BENEFITS**

BENEFIT	CORE High Deductible/HSA Plan 2,000/4,000 In-Network/Out of Network	Century Preferred PPO In-Network/Out of Network
Costshares	\$2,000 Ind /\$4,000 fam deductible/health account 100% Coinsurance In-Network Medical Non-Prescription 80% Coinsurance Out-of-Network 100% for preventive care services (not subject to deductible) Post Deductible RX: \$0/15/30 30 day Retail/ 90 Mail 2x Mail \$3,000/\$6,000 Coinsurance Max (includes Out-of-Network Coinsurance and Post Deductible Prescription Copays) \$5,000/\$10,000 Out-of-Pocket Max (includes Deductible and Coinsurance Max) Lifetime maximum - Unlimited in Network Lifetime maximum -1,000,000,000 OON	\$20 Office Visit Copay \$75 Emergency Room Copay Per Adm Copay - \$50 per day up to \$250 per stay Urgent Care \$50 \$100 Copay for output surgery facility Out of network deductible \$250/\$500/\$750 80% reimbursement up to \$450/\$900/\$1,150 Out of Pocket Maximum \$700/\$1400/\$1900 Lifetime maximum - Unlimited in Network Lifetime maximum -1,000,000,000 OON
Preventive Care		
Pediatric	100% covered <i>Not applicable</i> to the health account/deductible Out of network 80% After deductible <i>1 exam per calendar year</i>	\$20 Copay Covered according to age-based schedule Out of Network Deductible and Coinsurance
Adult	100% covered <i>Not applicable</i> to the health account/deductible Out of network 80% After deductible <i>1 exam per calendar year</i>	\$20 Copay Covered according to age-based schedule Out of Network Deductible and Coinsurance
Vision	100% covered <i>Not applicable</i> to the health account/deductible Out of network 80% After deductible <i>1 exam per calendar year</i>	\$20 Copay Covered once every 12 months Deductible and Coinsurance Out of Network
Hearing	100% covered <i>Not applicable</i> to the health account/deductible Out of network 80% After deductible <i>1 exam per calendar year</i>	\$20 Copay One exam per calendar year Deductible and coinsurance out of network
Gynecological	100% covered <i>Not applicable</i> to the health account/deductible Out of network 80% After deductible <i>1 exam per calendar year</i>	\$20 Copay Covered once every year Deductible and coinsurance out of network
Medical Services		
Med Office Visit	Health account or deductible then 100% Out of network 80% After deductible	\$20 Copay Deductible and coinsurance out of network

BENEFIT	CORE High Deductible/HSA Plan 2,000/4,000	Century Preferred PPO
	In-Network/Out of Network	In-Network/Out of Network
Outpatient PT/OT/ST/ Chiro	Health account or deductible then 100% Out of network 80% After deductible	\$20 Copay Deductible and coinsurance out of network 50 combined benefits for PT,OT,ST and Chiro Excess over 50 visits covered after deductible & subject to coinsurance
Allergy Services	Health account or deductible then 100% Out of network 80% After deductible	\$20 Copay for office visits and testing No copay for injections maximum benefit - 80 visits in 3 years Deductible and coinsurance out of network
Diagnostic Lab & X-ray	Health account or deductible then 100% Out of network 80% After deductible	Covered Deductible and coinsurance out of network
Inpatient Medical Services	Health account or deductible then 100% Out of network 80% After deductible	Covered Deductible and coinsurance out of network
Surgery Fees	Health account or deductible then 100% Out of network 80% After deductible	Covered Deductible and coinsurance out of network
Office Surgery	Health account or deductible then 100% Out of network 80% After deductible	Covered Deductible and coinsurance out of network
Outpatient MH/SA	Health account or deductible then 100% Out of network 80% After deductible	\$20 Copay Deductible and coinsurance out of network
Emergency Care Emergency Room	Health account or deductible then 100% Out of network 80% After deductible	\$75 Copay (waived if admitted) Deductible and coinsurance out of network
Urgent Care	Health account or deductible then 100% Out of network 80% After deductible	\$50 Copay Urgent Care Network must be utilized for coverage
Ambulance	Health account or deductible then 100% Out of network 80% After deductible <i>Air and Land are unlimited after Bridge</i>	Maximum : Air and Land are Unlimited
Inpatient Hospital General/Medical/ Surgical/Maternity (Semi-private)	Health account or deductible then 100% Out of network 80% After deductible	Covered Per Admission Copay \$50 per day \$250 per stay Deductible and coinsurance out of network
Ancillary Services (Medication, Supplies)	Health account or deductible then 100% Out of network 80% After deductible	Covered
Psychiatric	Health account or deductible then 100%	Covered

BENEFIT	CORE High Deductible/HSA Plan 2,000/4,000	Century Preferred PPO
	In-Network/Out of Network	In-Network/Out of Network
	Out of network 80% After deductible	Per Admission Copay \$50 per day \$250 per stay Deductible and coinsurance out of network
Substance Abuse/ Detox	Health account or deductible then 100% Out of network 80% After deductible	Covered Per Admission Copay \$50 per day \$250 per stay Deductible and coinsurance out of network
Rehabilitative	Health account or deductible then 100% Out of network 80% After deductible	Covered Per Admission Copay \$50 per day \$250 per stay Deductible and coinsurance out of network
Skilled Nursing Facility	Health account or deductible then 100% Out of network 80% After deductible	Covered up to 120 days per calendar year Per Admission Copay \$50 per day \$250 per stay Deductible and coinsurance out of network
Hospice	Health account or deductible then 100% Out of network 80% After deductible	Covered
Outpatient Hospital Outpatient Surgery	Health account or deductible then 100%	Covered
Facility Charges	Out of network 80% After deductible	\$100 facility copay Deductible and coinsurance out of network
Diagnostic Lab & X-ray	Health account or deductible then 100% Out of network 80% After deductible	Covered Deductible and coinsurance out of network
Pre-Admission Testing	Health account or deductible then 100% Out of network 80% After deductible	Covered Deductible and coinsurance out of network
Other Services		
Durable Medical Equipment	Health account or deductible then 100% Out of network 80% After deductible	Covered Deductible and coinsurance out of network
Prosthetics	Health account or deductible then 100% Out of network 80% After deductible	Covered Deductible and coinsurance out of network
Home Health Care	Health account or deductible then 100% Out of network 80% After deductible	Covered 200 Visits per member, per calendar year Deductible and coinsurance out of network
Prescription Drugs	Health account or deductible then: \$0 GE, \$25 LBN, \$40 NLB Retail 30 days /Mail-order -90 days@2x copay Unlimited calendar year maximum	PS Managed 3Tier RX Opt 1 \$5 GE , \$25 LBN,\$40 NLB Retail 30 days /Mail-order -90 days@ 1x copay Unlimited calendar year maximum

APPENDIX C Dental Riders

DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A.

DENTAL AMENDATORY RIDER B PROSTHODONTICS

The following prosthetic services are provided under Dental Amendatory Rider B:

- ◆ Denture, full and partial
- ◆ Bridges, fixed and removable
- ◆ Addition of teeth to partial dentures to replace extracted teeth

The dental services listed above are subject to the following qualifications:

Anthem Blue Cross & Blue Shield of Connecticut will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement, which is provided less than five years following a placement or replacement, which was covered under the contract. We also not pay for crowns splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may balance bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentist Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

**DENTAL AMENDATORY RIDER C
PERIODONTICS**

Periodontal services consisting of:

- ◆ Gingival curettage
- ◆ Gingivectomy and gingivoplasty
- ◆ Osseous surgery, including flap entry and closure
- ◆ Mucogingivoplastic surgery
- ◆ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is \$500.00

ACCESSING BENEFITS:

Participating Dentists Benefits

Blue Cross Blue Shield will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentist's who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as

determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Blue Cross Blue Shield Dental Amendatory Rider C. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions, and limitations.

DENTAL AMENDATORY RIDER D ORTHODONTICS

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$1,000.00 per member per lifetime.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.