

PROFESSIONAL AGREEMENT

BETWEEN

CANTERBURY BOARD OF EDUCATION

AND

**CANTERBURY SCHOOL ADMINISTRATORS
ASSOCIATION**

Local # 42L, CFSA, AFSA, AFL-CIO

2026 - 2027

2027 - 2028

2028 - 2029

Article I Recognition

The Canterbury Board of Education (hereinafter “Board”) hereby recognizes the Canterbury School Administrators’ Association (CAA, Local No. 42L, CFSA, AFSA, AFL-CIO) (hereinafter “Association”) as the exclusive bargaining agent for the principals and the director of pupil personnel. This agreement is negotiated under Connecticut General Statutes 10-153f, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage harmonious relationships among the Board, Association and Superintendent in order that the cause of public education may be best served.

This agreement (hereinafter “Agreement”) is entered into between the Board and the Association for the duration of the Agreement, which shall be July 1, 2026 through June 30, 2029 unless changed by mutual agreement, in writing and signed by both parties.

Administrators may terminate their contract for good reason by submitting at least thirty (30) days’ written notice.

Article II Professional Negotiations

The Board and the Association agree to negotiate in good faith, pursuant to Section 10-153a through 10-153g of the Connecticut General Statutes as amended, to secure a successor agreement relative to all matters concerning salaries, hours and other conditions of employment. The agreement so negotiated shall be reduced to writing and signed by the Board and the Association.

Article III Management Rights

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the school system in all its aspects, including but not limited to the following:

1. to create, abolish, or maintain programs and other educational activities as, in its judgment, will best serve the interest of the school district;
2. to decide the need and type of facilities;
3. to determine the care, maintenance, and operation of the buildings, lands, apparatus, and other facilities and property in its control;
4. to employ, assign, and transfer employees, and to prescribe and enforce reasonable rules and regulations for the maintenance of employee discipline and for the performance of work; and
5. in general, to control, supervise, and manage the operations of the school district and its staff under governing laws, and to establish or continue policies, practices, and procedures from the conduct of Board business in the management of its operation, and from time to time to change or abolish such policies, practices, or procedures.

in two equal installments over a two-year period beginning on July 1st of each year. In case of death, benefits will be paid to the Administrator's estate.

- I. A notice of accumulated sick days will be given to each Administrator by June 30th of each year.

5.2 Family and Medical Leave Act

- A. The Board will continue to pay the District's share of the employee's health benefits during the leave.
- B. When an employee is on long-term disability, regardless of whether it is paid leave under Section 5.1(B) above or unpaid leave pursuant to the Family and Medical Leave Act ("FMLA"), the Board and the employee will provide notice and doctor's certifications consistent with the requirements of the FMLA, as amended.
- C. Administrators who use FMLA for the Administrator's own serious health condition must use all sick and personal time concurrent with FMLA leave. An Administrator on FMLA for any other reason must use accrued personal time concurrent with FMLA leave. In either situation described above, the Superintendent may approve the use of non-work day(s) as requested by the Administrator in concurrent or non-concurrent situations.

5.3 Child-rearing Leave

- A. An Administrator may be granted, subject to the Superintendent's approval, an unpaid leave of absence not to exceed six (6) school months for the care of a newborn child, a newly adopted child, or a newly placed foster child. Such leave must commence with the date of birth or placement of the child.
- B. A written request for such leave must be made at least one (1) month before the expected delivery or placement. An Administrator returning from such leave must do so at the beginning of a school year.
- C. Administrators taking child-rearing leave will have the option of continuing their insurance benefits, the total cost being borne by the employee. This option must be initiated prior to the commencement of the child-rearing leave. This provision in no way reduces any benefits to which the Administrator may be entitled under the FMLA.
- D. Administrators taking child-rearing leave will be returned to their former positions, although the Administrator will be entitled to no greater right to reinstatement or to other benefits and condition of employment than if the Administrator had been continuously employed during the leave.

5.4 Personal Leave

- A. Administrators may be allowed up to four (4) days of absence without loss of pay and without deductions from sick leave for legal obligations, religious holidays that require absence during work hours, professional obligations, and personal business that cannot be transacted outside of regular work hours. Additional days may be granted at the discretion of the Superintendent.

3. Group life insurance in the amount of two (2) times the Administrator's salary, rounded off to the nearest thousand dollars for life insurance covering the employee only.
 4. Short-term disability pay in the amount of three hundred dollars (\$300.00) per week for twenty-six (26) weeks. This benefit is available only to the employee.
- B. The Board shall provide the Connecticut State Partnership Plan 2.0 (the "SPP") for Administrators and their eligible dependents.
1. The health plan benefits shall be as set forth in the SPP, including any subsequent amendments or modification made to the SPP by the State. The administration of the SSP, including open enrollment, beneficiary eligibility and changes, plan design and other administration provisions shall be as established by the SPP.
 2. The premium rates shall be set by the SPP.
 3. The premium share for Administrators in the SPP plan shall be:
 - (a) School Year 2026-2027 Nineteen and One-Half percent (19.5%).
 - (b) School Year 2027-2028 Twenty percent (20%).
 - (c) School Year 2028-2029 Twenty and One-Half percent (20.5%).

Administrator premium share contributions toward dental shall be the same as those for the health insurance premium.

4. The SPP contains a Health Enhancement Plan (the "HEP") component. All bargaining unit members participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP, non-participation or noncompliance penalty/cost (as determined by SPP), those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee(s). No portion or percentage of the HEP shall be paid by the Board. The cost increase of the HEP shall be implemented through payroll deduction.
5. In the event any of the following occur prior to the implementation of a negotiated successor agreement to the current Agreement, the Board may reopen negotiations in accordance with mid-stream negotiations and arbitration provisions contained in the Connecticut General Statutes as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:
 - (a) If the SPP in its current form is no longer available, or if the benefit plan design of the SPP is modified as a result of a change to the State's collective bargaining with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or
 - (b) If there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees, or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein.

- A. Notwithstanding the above, Administrators hired prior to July 1, 2014, may elect to waive, in writing, the non-mandatory portion of the coverage provided under this contract, and in lieu thereof, may receive an annual payment of four thousand two hundred fifty dollars (\$4,250) in cash. Effective July 1, 2014, new hires may receive an annual payment of two thousand, one hundred twenty-five dollars (\$2,125). Payment to those employees waiving such coverage shall be made in equal payments during the months of November, January, April and June. Any Administrator hired after July 1, 2017 is not eligible for this waiver.
- B. Notice of intention to waive insurance coverage must be sent to the Superintendent or his or her designee not less than ninety (90) calendar days before such waiver is to take effect, subject however to any regulations or restrictions which may be prescribed by the appropriate insurance carrier. Administrators electing not to participate in our health insurance program will sign a waiver absolving the Board of any responsibilities for any employee's decision to waive insurance coverage provided by the Board. New hires shall choose their insurance options upon hire.
- C. Any Administrator may elect to resume Board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may then be prescribed by the appropriate insurance carrier.

6.5 Excise tax

- A. Should any Federal statute or regulation be mandated to take effect during the term of this Agreement, potentially triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen the insurance provisions of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

Article VII Professional Development

Each Administrator may be granted up to nine hundred dollars (\$900) to take advantage of professional workshops and/or advanced course work.

The sums listed above are to cover those reasonable costs, as determined by the Superintendent, directly associated with professional development and/or courses taken in connection with a planned program of study and/or additional graduate work in the Administrator's major field and/or courses that are in the interest of the school system.

All reimbursements are subject to the prior approval of the Superintendent.

Reimbursement will be limited to the school year in which the expenditure is made.

Administrators will be allowed to attend professional development workshops at the discretion of the Superintendent.

3. An "aggrieved person" shall mean any employee directly affected by an alleged violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement who then files a signed grievance. The Association may also file a grievance.

Procedure:

1. If an Administrator feels that the Administrator may have a grievance, the Administrator may first discuss the matter with the Superintendent in an effort to resolve the problem informally.
2. Level One
 - a. An aggrieved person shall appeal in writing to the Superintendent within fifteen (15) working days. Failure by the grievant to make a written request to appeal to the next step/level following a decision shall constitute an acceptance of the decision rendered by or on behalf of the Board.
 - b. Any grievance must be first brought to the attention of the Superintendent, accompanied by a written statement setting forth the provision or provisions of the Agreement alleged to have been violated. Said grievance must be answered, in writing, within fifteen (15) working days.
3. Level Two
 - a. In the event that an aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, the Administrator may, within ten (10) working days of the receipt of the Superintendent's decision, appeal in writing via e-mail or hard copy to the Board and request a hearing before the Board.
 - b. The Board shall schedule such hearing within twenty (20) working days from receipt of the grievant's appeal.
 - c. The Board shall render its decision within twenty (20) working days from the Board hearing date. The Board's decision will be in writing and submitted to the aggrieved person.
3. Level Three
 - a. In the event that the aggrieved person is not satisfied with the decision of the Board, she/he may, within five (5) working days after receipt of the Board's decision, request in writing to the Association president that this grievance be submitted to binding arbitration.
 - b. The Association may, within five (5) working days after the receipt of such request, submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association. Such submission shall set forth the provision or provisions alleged to have been violated by the Board and shall be filed simultaneously with the Superintendent.
 - c. The arbitrator designated shall hear and decide only one grievance at a time and shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provision of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.
 - d. The cost of binding arbitration shall be borne equally by the Board and the Association.

Article XIV
Longevity Payments*
(any Administrator hired after July 1, 2017 is not eligible for longevity)

<u>Years of Service</u>	<u>Payment</u>
After 10 years	\$1,500 annually
After 15 years	\$2,000 annually
After 20 years	\$2,500 annually
After 25 years	\$3,000 annually

*Payable in two (2) equal payments: October and April.

Article XV
Annuity

The Board will contribute, in matching funds, to an annuity plan chosen by the Administrator:

2026 – 2029 school years: up to \$2,500

Article XVI
Just Cause

No Administrator shall be disciplined or reduced in pay or status except for just cause.

Article XVII
Sabbatical Leave

The Superintendent shall evaluate all sabbatical applications, and forward recommended applications to the Board for approval.

- I. Purposes and Objectives
 - A. An institutionally approved program leading toward an advanced degree or certificate.
 - B. Research, study and writing directly related to the development and improvement of the educational program of the Canterbury Public Schools. The program must be in the best interests of the District as determined by the Board.
- II. Eligibility

Any Administrator may apply for sabbatical leave subject to the following requirements:

 - A. The individual must have been employed as an Administrator by the Canterbury system for a minimum of four (4) consecutive years of service.
 - B. The Administrator shall agree to return to Canterbury administrative employments for two (2) years in the event of a full year's leave. Upon such return, the Administrator shall be placed in the same or comparable administrative position in status and pay and on the appropriate step in the salary schedule as though such Administrator had not been on leave.
- III. Administrative and Procedure
 - A. General
 - 1. The period for a sabbatical leave shall either be a continuous half or whole school year.

