LOLA

Lyme-Old Lyme Administrators' Contract 2024-2027

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This agreement is made by and between the Regional School District Eighteen Board of Education (the Board) and the Lyme-Old Lyme Administrators' Association (the Association or LOLA) for the three years beginning July 1, 2024 and ending June 30, 2027.

ARTICLE I

General

A. Purpose: It is the intent and purpose of the parties hereto that this Agreement promote and improve the quality of education in Regional School District Eighteen, provide for orderly professional negotiations between the Board of Education of Regional School District Eighteen and the Lyme-Old Lyme Administrators' Association and secure prompt and fair disposition of complaints so as to promote positive influences upon the operation of the educational program.

B. Legal Reference: This Agreement is negotiated and is to be interpreted and applied under General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.

C. Communication: The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end, they agree to maintain communication, to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

D. In case of conflict, this Agreement supersedes prior policies and rules. This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement, unless changed by the mutual consent of both parties. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE II

Recognition

A. The Board recognizes the Lyme-Old Lyme Administrators' Association for the purposes of professional negotiations as the exclusive representative of the entire unit of Administrators. The term "administrator" as used in this agreement refers to all persons employed in the Lyme-Old Lyme Public Schools below the rank of Superintendent or Assistant Superintendent occupying a position requiring administrative and supervisory certification issued by the Connecticut State Department of Education, also excluding the Business Manager and the Director of Facilities, all members of the RETA bargaining unit and temporary substitutes, pursuant to and with all the rights and privileges as provided by Section 10-153g of the General Statutes of Connecticut.

B. In consideration of the recognition granted herein, the Association agrees to represent equally all Administrators included in the unit defined above without regard to membership or participation in, or association with the activities of the Association.

C. During the term of this Agreement, the Board will not negotiate with any individual or organization of administrators, other than the Lyme-Old Lyme Administrators' Association, as long as said Association retains organizational recognition status.

ARTICLE III

Professional Negotiation

A. No later than one hundred eighty (180) days prior to the annual budget meeting date of the year preceding the expiration date of this Agreement, the Board and the Association agree to commence negotiations for a successor Agreement in a good-faith effort to reach an agreement concerning salaries and all other conditions of employment for bargaining unit employees.

During negotiations, the Board and the Association shall present relevant data, submit proposals and counter-proposals. Any successor Agreement shall apply to all certified Administrators below the rank of superintendent. Such successor Agreement shall be reduced to writing and signed by the Board and the Association. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

B. If negotiations between the Board and the Association reach an impasse, the procedure described in Section 10-153f of the General Statutes of Connecticut shall be followed.

ARTICLE IV

Successor Agreement Holdover

This agreement shall remain in effect until a successor agreement has been successfully negotiated by the parties.

ARTICLE V

Administrators' Rights

A. Administrators are entitled to full rights of citizenship and normal personal privacy. No religious or political activities or the lack thereof (provided such activities do not take place during working hours) will be grounds for any disciplinary or discriminatory action with respect to the professional employment of such administrators.

B. The inclusion of certain administrators' rights or privileges in this Agreement shall not be interpreted to mean that administrators are denied others not listed.

C. Board Rights and Prerogatives

It is recognized that the Board has, and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Regional District #18, in all its aspects including, but not limited to, the following: to maintain public and secondary schools and other such educational activities as in its judgment will best serve the interests of the Regional District #18; to give the children of Lyme and Old Lyme as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certificated personnel; to suspend or dismiss the teachers of the school; to designate the schools which shall be attended by the various children within the District; to make such provisions as will enable each child of school age residing in the District to attend school for the period required by law and to provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; to approve plans for school buildings; to prepare and submit budgets and at its sole discretion, expend monies appropriated by the towns for the maintenance of the schools and to make such transfer of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration of this agreement.

D. It is recognized that inquiries or investigations need to be made when allegations or grievances involve administrators.

Where a grievance or allegations regarding an administrator are made, except when prohibited or contrary to applicable law, the individual administrator will be provided with: information regarding the allegations, including the identity of the complainant, in sufficient time to prepare a defense (if either necessary or applicable).

No conclusion will be reached or decisions made by the Board, however, until after the administrator has had an opportunity to defend the grievance or allegations (if either necessary or applicable).

ARTICLE VI

Leaves of Absence

A. **Personal Leave:**

All members of the bargaining unit shall be provided with five (5) days of personal leave per contract year, with full pay, subject to approval by the Superintendent in accordance with the following:

Personal leave is to be used for either personal matters that cannot be attended to outside of the regular work day or for the observance of religious holidays.

Any member requesting the use of the personal leave set forth above shall submit such request in writing, to the Superintendent at least three (3) work days in advance. Such three (3) work day advance notice shall not be required in the case of an emergency.

Any such timely request for leave shall not be unreasonably denied, except in the case of extreme hardship to the school system or if the personal matter could be attended to outside of the regular work day. An administrator whose request for personal leave is denied shall be advised, in writing, of the reason(s) for the denial. All requests for leave must specify the reason, which reason shall be treated as confidential. In exceptional cases, an administrator will be granted a personal leave day without disclosing the reason.

Personal leave shall not be used on the first or last day of the school year, the day before or after a holiday, the day before or after a school recess or during the last two (2) weeks of school (except for attendance at the graduation of the Administrator, his/her spouse, son or daughter).

The Superintendent may grant additional paid leave days in extraordinary circumstances upon the written request of an administrator. The granting or denial of a request shall not establish a precedent or practice concerning other requests, whether similar or dissimilar. The Superintendent's decision to deny additional paid leave shall not be subject to the grievance procedure set forth herein.

In the event that an administrator does not use all of his/her personal days during the previous contract year, he/she shall be credited with two (2) additional personal days at the commencement of the then current contract year provided, however, that at no time may an administrator have more than seven (7) personal days.

B. **Professional Leave:**

1. Administrators may, with prior approval of the Superintendent, be absent without the loss of pay because of:
   a. Attendance at professional meetings or conferences

b. Visitations to other schools

2. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the approval of the Superintendent for particular purposes of special benefit to the school system and/or the individual participating.

3. With advance written approval of the Superintendent, any administrator holding office in a professional organization or invited to participate in a program of that organization may be excused on an unpaid basis for a period of one (1) month or greater from duty because of such obligations; such leave will be considered "professional leave."

   Absences for other professional leave obligations of a similar nature may also be approved by the Superintendent on an unpaid basis.

4. If an administrator is taking an educational course during the summer which involves a period of time beyond his/her vacation, he/she may be permitted the time required to complete the course with full salary reimbursement for this period, provided the individual remains a member of the bargaining unit for the entire following contract year.

   Requests for this extra time may be approved at the discretion of the Superintendent.

C. **Exchange Administrator Leave:**

1. Leaves of up to two (2) years for exchange administrator positions under either national or international programs may be granted by the Board of Education to administrators who have successfully completed their required four-year probationary period as an Administrator employed by the Board and who have completed at least an additional two (2) years of competent service. Application for leave must be submitted in writing by February 1 of the year prior to the requested leave. Final arrangements must be agreed to by April 15.

2. Any period served as an exchange administrator shall be applied to the salary schedule set forth in the Administrator Salary Schedule of this Agreement as if such period had been served by the administrator as an employee of the Board as an administrator.

D. **Return After Leave of Absence:**

1. Administrators who have been granted leave of absence for one (1) year shall notify the Superintendent of Schools in writing, on or before the first day of February, of their intention to resume work at the beginning of the ensuing year. The Superintendent will provide notification of this requirement to the administrator ten (10) calendar days prior to the February 1 deadline via certified letter mailed to the administrator's last known home address. Failure to provide written notice to the Superintendent by February 1 shall be deemed a voluntary quit by the administrator.

   An Administrator returning from a leave of absence will receive the salary negotiated between the Board and the Union for the contract year that he/she returns to work in accordance with the applicable salary schedule set forth herein.

2. To the extent possible, all administrators returning from leave of absence granted under this Article shall be restored to the same position they held at the time the leave was granted.

3. Administrators on leave of absence shall retain sick leave accumulated as of the date of the beginning of leave.

E. **Sick Leave:**

1. All certified administrators will be granted annually eighteen (18) days of sick leave with full pay. (The accumulation of unused sick leave shall not exceed 230 days.)

   Administrators may use their sick days in each contract year for an illness to the administrator or an illness in the administrator's immediate family. For purposes of this subsection, immediate family shall be defined as the administrator's spouse, child or parent.

2. In the event of catastrophic illness, leave will be provided in accordance with the federal Family and Medical Leave Act.

F. **Funeral Leave:**

Six (6) days of funeral leave with pay shall be granted to administrators for each occurrence of a death in the administrator's immediate family. For purposes of this subsection, immediate family shall be defined as the administrator's spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Such leave time shall include the memorial service and/or funeral. If additional time is needed beyond six (6) days for a single occurrence, the administrator may take the time without pay or have it charged to his/her personal leave time only with prior approval of the Superintendent.

ARTICLE VII

Administrative Year

The Administrative Year is defined as the same as the fiscal year which is the same as the contract year or July 1 to June 30.

A. **Administrative Year:**

1. The Administrators' responsibilities are the effective educational management of assigned duties twelve (12) months of the year. Thus, it is their responsibility to resolve problems which affect the orderly educational processes relevant to the total school management.

B. **Vacations:**

1. The vacation schedule for administrators shall be twenty-eight (28) working days per contract year credited annually on July 1. All vacation schedules must be pre-approved by the Superintendent.

2. To maintain some degree of uniformity and to ensure a proper opening and closing of school and to allow for time for system-wide coordination, all administrators will be on duty five (5) working days after the close of school and five (5) working days before the opening of school. The only exception to this would be with the special approval of the Superintendent of Schools.

3. On or about the first full pay period after July 1 of each contract year, Administrators shall receive, at the Administrator's discretion, remuneration for up to three (3) unused vacation days that were credited on July 1 of the previous contract year.

   Remuneration for the aforementioned unused vacation days shall be at the Administrator's per diem rate of pay from the previous contract year (the contract year the days were credited).

   This payment shall, at the Administrator's discretion, be deposited by the Board to: (a) a tax sheltered annuity selected by the Administrator as set forth under Article IX; or (b) the Administrator's bank account via direct deposit.

   The Administrator will advise the Board by June 15 of the number of days (none, one (1), two (2) or three (3)) that he/she desires remuneration for and the type of deposit the Administrator selects ((a) or (b) above).

4. Except as set forth below, in special circumstances and with the approval of the Superintendent of Schools, an administrator may carry over up to ten (10) vacation days from a contract year to the following contract year provided, however, at no time may an administrator have more than thirty-eight (38) total credited vacation days. The maximum number of carry over days from one contract year to the next shall be reduced by the number of days paid under paragraph 3 above. Accordingly, by way of example, if the Administrator is paid for three (3) days, the maximum number of carry over days will be seven (7) days.

5. In the event of an unusual situation in which the administrator is requested to forfeit a vacation at the request of the Board of Education or the Superintendent of Schools, there shall be compensation for said vacation in like time or pay in addition to the payment set forth under paragraph 3 herein.

6. In the event that an Administrator's employment with the Board is severed for any reason, any vacation days credited to the Administrator on July 1 of the then current contract year shall be prorated for purposes of any payout of remaining unused vacation days.

   In the event that an Administrator's employment with the Board is severed for any reason and the Administrator used more than the number of days he/she had available for use during the then current contract year, he/she shall be required to reimburse the Board for the number of days used beyond what he/she was eligible for at such time.

C. **Holidays:**

Administrators shall be granted the following paid holidays that are observed by the Board during an Administrator's work year:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Thanksgiving	President's Day
Day After Thanksgiving *	Good Friday
Day Before Christmas *	Memorial Day
Christmas Day	Independence Day
Two (2) Floating Holidays**	

* The above holidays are based on state statutes governing school holidays except those asterisked above. In the event school is scheduled on any of the above holidays, a floating holiday may be taken in its place (to be used on a date agreed to between the Superintendent and the Administrator).
** The floating holidays may be used on a date agreed to between the Superintendent and the Administrator.

ARTICLE VIII

Fringe Benefit Provision

A. The Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May. The HDHP shall have a $2,250 single and $4,500 two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met, there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions are subject to a managed three tier drug rider with co-pays of $5 Generic / $25 Brand Name / $40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

The co-pay for ER visits will be $150 per visit.

Out of network services will be subject to an 70% plan / 30% member coinsurance to a combined in-and-out-of-network coinsurance maximum of $2,250 for the individual and $4,500 for the family, for a combined in-and-out-of-network out-of-pocket maximum of $4,000 for the individual and $6,850 for the family.

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

In year 1 of the contract (July 1, 2024 through June 30, 2025), the Board agrees to contribute forty-five percent (45%) of the deductible.

In year 2 of the contract (July 1, 2025 through June 30, 2026), the Board agrees to contribute forty-five percent (45%) of the deductible.

In year 3 of the contract (July 1, 2026 through June 30, 2027), the Board agrees to contribute forty-five percent (45%) of the deductible.

In each year of the contract, one-half (1/2) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about July 1 and one half (1/2) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about January 1.

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

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

Additionally, the Board will provide vision and full service dental insurance with Rider A (with the employee being responsible for the premium share contribution set forth below).

Employee Premium Share Contributions

The employee will pay the following percent of the premium costs: for coverage via payroll deduction, regardless of the coverage level (single, single plus one, or family) selected:

2024-2025	2025-2026	2026-2027
20.5%	21%	21.5%

B. The Board shall provide the following to each eligible Administrator at no cost to the Administrator:

- A term life insurance policy in the amount of five hundred thousand dollars ($500,000.00).
- Long-Term Disability ("LTD") coverage of 60% of the Administrator's salary to a maximum of $8,000.00 per month after a 180 day waiting period (the Board's maximum cost for the group premium shall not exceed $1,000.00 per person per month).
- State and National Professional Association Dues – NASSP, NAESP, EMSPAC, CONNCASE, ASCD (or other professional association dues as approved by the Superintendent).

C. Retiring administrators employed by the Board who have qualified for retirement with the Connecticut State Retirement Board, may fully participate in one (1) or more group health insurance plans maintained by the Board for active employees. Premiums for membership cost, up to 102% of the premium, will be paid by the retired administrator.

Premium payments due by the administrator shall be submitted to the Office of the Superintendent of Schools no later than the 15th of each month. A one (1) week grace period will be granted for premium payment before loss of coverage.

Administrators employed by the Regional School District Eighteen as of June 30, 2015 in a bargaining unit position covered by this Agreement, upon retirement, will be offered the following benefit by the Board of Education. If the retiring administrator is between the ages of 59 ½ and 65 years old, and if the retiring administrator retires with at least fifteen (15) days of unused sick time, the unused sick time, up to the maximum allowed accumulation of two hundred thirty (230) days, may be used to offset the cost of health insurance premiums as follows:

15-44 days of unused sick time – Administrator will receive one (1) month of this benefit.
45-74 days of unused sick time – Administrator will receive two (2) months of this benefit.
75-104 days of unused sick time – Administrator will receive three (3) months of this benefit.
105-134 days of unused sick time – Administrator will receive four (4) months of this benefit.
135-165 days of unused sick time – Administrator will receive five (5) months of this benefit.
166-195 days of unused sick time – Administrator will receive six (6) months of this benefit.
196-225 days of unused sick time – Administrator will receive seven (7) months of this benefit.
226-230 days of unused sick time – Administrator will receive eight (8) months of this benefit.
The retiring administrator will be allowed to pay the then in force premium share for active Association members with the remainder to be paid by the Board.

D. **Change in Carrier or Policy:**

The Board of Education may provide insurance under a different policy or policies, or with a different carrier or carriers, provided that the different insurance is substantially similar when viewed as a whole. This provision shall apply to all specifically named insurers and policies as provided or mentioned in this Agreement.

E. **Tuition Reimbursement:**

Subject to the prior approval of the Superintendent of Schools, the Board shall pay 50% of the cost of tuition for courses satisfactorily completed with a grade of B or better (or pass in a pass/fail format) for professional development or educational improvement at accredited colleges, universities or professional training schools.

F. **Voluntary Waiver of Insurance Coverage:**

Members of the bargaining unit who are eligible for insurance coverage under this section may voluntarily elect in writing to waive such coverage, in whole, provided that such waiver does not conflict with the rules, regulations or requirements of the appropriate insurance carrier(s).

Administrators electing such a waiver shall receive cash payments from the Board of Education in an amount equal to $2,500 each year the waiver is in effect.

The provisions set forth herein regarding an employee's ability to waive insurance coverage shall not apply when the employee's spouse is enrolled in an insurance plan offered by the Board.

In order to exercise this waiver option, Administrators must apply in writing to the Superintendent of Schools not later than June 15 in any year covered by this Agreement with such waiver to be effective the following July 1. All waiver applications must be completely voluntary on the part of the staff member and must be accompanied by a signed waiver of coverage document acceptable to the Board of Education. If the waiver application is acceptable to the applicable insurance carrier(s), it shall be effective as of July 1 and shall remain in effect until revoked as provided below. Administrators whose waiver applications are acceptable to the applicable insurance carrier(s) shall receive four equal cash payments of $625.00 (total of $2,500) from the Board of Education in September, November, February and June.

There shall be an open enrollment period in each year of this Agreement of one (1) month which shall be scheduled before the end of each contract year. During the open enrollment period, covered employees may elect to waive insurance coverage or reinstate insurance coverage for the subsequent contract year commencing on July 1st by submitting their election to the Business Office on an appropriate document.

Any employee seeking to reinstate insurance shall be subject to all the rules of the applicable insurance carrier(s), including, but not limited to, any mandatory waiting periods. The employee's election shall be in effect for the period from July 1st to June 30th.

This and all future language contained within this section shall conform to all applicable State and Federal COBRA laws.

Administrators who elect a waiver will still receive full benefits of the term life and accidental death and dismemberment insurance.

H. **Dependent Coverage and Eligibility:**

Administrators may provide insurance coverage to eligible dependents as provided by state statute.

I. **Language not an Insurance Policy:**

Nothing in this Article or in this Agreement constitutes an insurance policy or an amendment or alteration to any insurance policy made available by the Board, and any references to particular benefits and coverages are illustrative only and simply an attempt to provide a summary of certain coverages. Illustrative and summary language does not reflect numerous terms, conditions and limitations of coverage; such language may contain errors. Nothing in this Article or this Agreement shall amend or alter the provisions of the applicable insurance policies, and the provisions of those policies shall always prevail over any insurance language contained in this Agreement.

ARTICLE IX

Salaries

A. The annual salary paid to each administrator in the bargaining unit is set forth in the schedule attached and made a part of this agreement.

B. Wages shall be paid every two (2) weeks (26 equal payments) except in calendar years that require an extra pay period. When a payday falls on a holiday, administrators will be paid on the previous day.

All administrators shall be paid via direct deposit. Administrators shall complete the necessary documentation in order for the Board to implement direct deposit. A record of each deposit shall be provided to the administrator via email.

C. Payroll deductions may be provided for as agreed to in cooperation with the Central Office.

D. The salary to be received by any administrator filling a vacancy or a newly created administrator's position shall be established at the sole discretion of the Board of Education provided, however, that such salary shall be no less than ninety-five (95) percent of the salary for said position as listed in the Administrator Salary Schedule of this Agreement. Prior to establishing a salary for such position, the Board of Education, or its designee, shall hold informal consultations with appropriate representation of the Association.

Annuity

A. In each year of this Agreement, the Board will pay to each administrator an amount of money, as described herein, into a tax sheltered annuity. The amount of money to be paid each year to each administrator shall be four thousand dollars ($4,000). This payment will be paid to an annuity plan designated by the administrator. This scheduled payment will be aligned with the salary deduction schedule for State Teacher Retirement, i.e., based on 20 payments. The annuity plan must be one of the plans that administrators are eligible to participate in at the time the payment is made. It is the intent of the parties that the amount of the elective tax sheltered annuity shall be added to and become part of the administrators' base salary and be reported as such for State Teacher Retirement purposes.

ARTICLE X

Protection of Administrators

A. Assault: Administrators shall report immediately, in writing to the Central Office, all cases of assault suffered by them in connection with their employment.

B. Legal Protection: The Board agrees to hold harmless all Administrators as provided in Sections 10-235 and 10-236a of the General Statutes of the State of Connecticut.

C. Compensable Injuries: Any administrator receiving a compensable injury shall receive worker's compensation in amounts and manner in accordance with the statutes pertaining thereto and the difference between such compensation and the salary schedule applicable at the time of such injury (less applicable state and federal withholdings) shall be paid by the Board of Education for a maximum of one (1) year. Thereafter, if the administrator continues to be absent on a compensable injury, the salary continuation shall remain in effect, but the difference between the worker's compensation and the normal full salary shall be deducted from the employee's accumulated sick leave (less applicable state and federal withholdings), except if such injury was caused by an assault, which is covered by §10-236a of the Connecticut General Statutes.

D. Any disciplinary action taken by the Superintendent against an administrator that results in an unpaid suspension shall be in accordance with due process and for just cause.

With respect to such discipline, the administrator will be provided with due notice and an opportunity to be heard and present evidence in his/her defense.

Any action taken by the Superintendent after the administrator has been provided with an opportunity to be heard may be appealed by the affected administrator to arbitration under Article XIV (Grievance Procedure).

ARTICLE XI

Professional Employment Conditions

A. Any administrator desiring a change of assignment should discuss the matter with the Superintendent and then submit a request for transfer in writing to the Superintendent on or before February 1 of the preceding school year.

B. **Vacancies:**

1. The Superintendent of Schools shall make announcements of administrative vacancies in the district schools when they occur. These announcements shall be posted electronically via AppliTrack (or other similar software) and emailed to the LOLA President.

2. Written application should be made by the administrator wishing a transfer as soon as such vacancy exists at any time of the year.

C. The Board of Education and school administrators in Region 18 commit themselves to supportive and cooperative leadership with the best interests of students, parents and staff in mind.

D. Administrators who intend to retire and receive a benefit from the state teacher retirement system will provide the Board of Education with at least ninety (90) days' notice. Exceptions will be made by mutual agreement between the employee and the Board at the recommendation of the Superintendent.

E. Administrators who intend to resign from the District will provide the Board of Education with at least thirty 30 days' notice. Exceptions will be made by mutual agreement between the employee and the Board at the recommendation of the Superintendent.

ARTICLE XII

Reduction in Professional Staff

A. **General Statement:**

The Regional District Eighteen Board has the responsibility, as outlined under Section 10-220 and 10-4A of the Connecticut General Statutes, to maintain good public elementary and secondary schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such elimination become necessary.

B. **Reasons for Elimination of Teaching Positions:**

The Regional School Board of Education has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of the Connecticut General Statutes. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, organizational patterns or plans, severe financial conditions or other circumstances as determined by the District or Board of Education. Professional staff members will be dismissed under this policy only when authorized by the Board of Education and only within the provisions of the following procedure.

C. **Definitions:**

As outlined herein, the term "Teacher" shall apply to any employee of the District Board of Education who holds a regular certificate issued by the Connecticut State Board of

Education and is employed in a teaching, guidance or administrative position below the rank of Superintendent.

Tenure: as defined by Connecticut General Statutes
Non-Tenure: as defined by Connecticut General Statutes

D. **Procedure:**

1. Prior to commencing action to terminate teachers' contracts under this procedure, the Regional District Board of Education will give every consideration to its ability to effectuate possible elimination and/or reduction in staff by:
   a. voluntary retirement
   b. voluntary resignation
   c. transfer of existing stff members

2. Para-professionals will be terminated whenever possible and practicable before any teacher.

3. Elimination of Professional Staff Positions
   a. Non-tenure teachers will be terminated before tenured teachers.

   b. Within the category of non-tenured teachers, the administration will recommend the teachers to be terminated on the basis of performance evaluation.

   c. Regarding tenured teachers in the administrators' unit where performance is relatively equal, degree status, years of service and value of contribution made in this system and total years' experience in any system will be the governing criteria.

   d. No tenured teacher in the administrators' unit shall be terminated when a position (level) exists in the administrators' unit which is either vacant or will be vacant by July 1 for which the tenured teacher is either certified or certifiable in time to assume the position.

   e. In the event a tenured teacher is relieved of his/her duties as an administrator because of a reduction in staff and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified and qualified, subject to the reduction in force contract provision or policy therein effect relative to teachers in the teachers' unit.

E. **Reappointment:**

1. The name of any administrator whose services have been terminated because of the elimination of a position or reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for the remainder of the school year in which he/she was released plus the following school year provided such administrator does not refuse a reappointment or request removal. If an administrator accepts a teaching position with the Board, he/she shall remain on the recall list in accordance with the language set forth herein. Eligibility for placement on the reappointment list is limited to administrators with tenure at the time of their layoff.

2. Any administrator on the reappointment list shall receive a written notice of the existence of a vacant, or soon to be vacated or new position, prior to consideration of any other applicant. The administrator must respond within ten (10) days of receipt of notification.

3. Administrators laid off are to be rehired in the reverse order of layoff contingent upon proper certification.

F. **Salary Protection:**

In the event that an administrator is transferred to an administrative position with a lower salary than that which the displaced administrator previously enjoyed or to a teaching position, the displaced administrator shall receive a separation allowance to compensate him/her for his/her loss of administrative pay so that such administrator's salary previously enjoyed shall not be reduced for one (1) year.

ARTICLE XIV

Grievance Procedure

A. The purpose of the grievance procedure is to contribute to good human relations on the job, to maintain good employee morale, increase productivity and achieve greater efficiency of school operations. It is believed that these objectives can be furthered by providing a means of orderly discussion of concerns.

B. A grievance shall mean a claim by an Administrator that certain rights under the specific language of this agreement have been violated, or that there has been a misapplication or misinterpretation of the specific provisions of this agreement.

C. The parties agree that the resolution of grievances shall be handled informally whenever possible.

1. All employees represented by the Association shall have the right to appeal any decision to the next step of the grievance procedure.

2. A grievance may be presented by the employee individually, with a representative of his/her personal choosing, or by the Association.

3. The grievance may be settled by informal discussion. However, if it cannot be, this procedure is provided to have the grievance reviewed: first by the Superintendent of Schools and then by the Board of Education.

4. Only the Association or the Board shall have the right to appeal an unresolved grievance to arbitration under this contract.

D. In order to be valid, a grievance must be filed, in writing, within thirty (30) days after the occurrence causing the grievance. As used in this Article, the term "day" means any day during which the Board of Education's office is open for business. This excludes weekends, legal holidays and declared days of national mourning or celebration. If a grievance is not timely filed, it shall be deemed to have been waived.

E. Informal Procedures: If an administrator feels there may be a grievance, it should first be discussed with the Superintendent in an effort to solve the problem informally. The Superintendent will, within five (5) days of the meeting, give an answer to the administrator involved.

F. Formal Procedures: If the grievance is not satisfactorily settled at the informal stage, the Administrator, within ten (10) days after receipt of the answer at the informal stage, may submit a written appeal to the Superintendent of Schools.

The Superintendent will review the appeal. Within fifteen (15) days of receipt of the appeal, the Superintendent will provide the administrator with his/her written decision.

Within ten (10) days after receipt of the Superintendent's written decision, the Administrator may appeal the decision of the Superintendent to the Board of Education or its designated committee.

The Board, or its designated committee, will, within thirty (30) days of receipt of the written appeal, examine the records, grant a hearing or meeting to the administrator involved, reach a decision and notify, in writing, the Superintendent and the administrator involved of its decision.

G. In the event that the administrator is not satisfied with the decision of the Board of Education (or a subcommittee of the Board, if applicable), the Union may submit the grievance to arbitration.

Such submission for arbitration must be submitted to the American Arbitration

Association within ten (10) days of the decision of the Board of Education (or a subcommittee of the Board, if applicable).

The arbitrator shall render a decision in writing to all parties of interest, which decision shall be final and binding subject to applicable law. The costs for the services of the arbitrator shall be borne equally by both parties.

H. Grievance records shall be kept separate from regular personnel records.

No reprisals of any kind shall be taken by either party against any participant in the Grievance procedure by reason of such participation.

ARTICLE XV

General Provisions

A. It is understood that this Agreement is subject to, and shall operate within, the framework of the Statutes of the State of Connecticut.

B. It is understood that administrators shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies, rules and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

C. There shall be no reprisals of any kind taken against any administrator by reason of membership in a professional education organization or participation in its activities.

D. The Board's policies shall be available to all administrators for review on the Board's website.

E. If any portion of this Agreement is declared illegal, the remainder of the Agreement shall remain in full force and effect.

F. The Board and Association will comply with all applicable laws pertaining to discrimination because of age, sex, marital status, race, creed, color or national origin, or other applicable unlawful discriminatory standard. An alleged violation of this provision shall not be subject to the grievance procedure.

G. The Association agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage during the period of this Agreement or any extension thereof.

Salary Schedule

For the three years of this contract, salaries will increase as follows:

2024-2025 = market adjustment
2025-2026 = 2.5%
2026-2027 = 2.5%

		2024-2025	2025-2026	2026-2027
A.	**Administrators - Principals/Director of Special Services/ Director of Curriculum/ Athletic Director**			
	High School Principal	194,342.	199,201.	204,181.
	Middle School Principal	180,744.	185,263.	189,895.
	Elementary School Principal	175,685.	180,077.	184,579.
	Director of Special Services	178,187.	182,642.	187,208.
	Director of Curriculum and Professional Development	177,750.	182,194.	186,749.
	Assistant High School Principal	170,587.	174,851.	179,223.
	Assistant Middle School Principal	156,183.	160,088.	164,090.
	Athletic Director	126,225	131,225	135,000
B.	An Administrator with a doctorate degree shall receive an additional stipend of	1,500.	1,500.	1,500.

Signature Block

The provisions of this Agreement shall be effective as of July 1, 2024 and shall remain in full force and effect up to and including June 30, 2027.

IN WITNESS WHEREOF, the parties hereunto have caused these present to be executed by their proper officers, hereunto duly authorized and their seal affixed as of the date and year above written.

James Wygonik
President
Lyme-Old Lyme Administrators' Association

11/2/2023
Date

Michelle Dean
Treasurer
Lyme-Old Lyme Administrators' Association

11/2/2023
Date

Mary Powell St. Louis
Vice Chair of Board of Education
Regional School District Eighteen

11/08/2023
Date

Steve Wilson
Chair of Board of Education
Regional School District Eighteen

11.3.2023
Date

Memorandum of Agreement

The Regional School District 18 Board of Education (hereinafter the "Board") and the Lyme-Old Lyme Administrators' Association (hereinafter "LOLA") hereby agree to the following:

1. The Board and LOLA are parties to a collective bargaining agreement dated July 1, 2024 through June 30, 2027.

2. Currently, under the terms of the collective bargaining agreement, a recognized bargaining unit position is "Assistant High School Principal."

3. The Assistant High School Principal is a twelve (12) month position.

4. Commencing with the July 1, 2025 through June 30, 2026 contract year, a ten (10) month Assistant High School Principal position will be established.

5. The ten (10) month Assistant High School Principal position will have a two hundred ten (210) day work year.

6. The salary for the ten (10) month Assistant High School Principal position shall be one hundred forty thousand six hundred eight-five dollars ($140,685.00) for the July 1, 2025 through June 30, 2026 contract year.

7. The salary for the ten (10) month Assistant High School Principal position for the July 1, 2026 through June 30, 2027 contract year will be based on the negotiated percentage increase set forth in the salary schedule for the July 1, 2026 through June 30, 2027 contract year (two and one-half percent (2.5%)) resulting in a salary of one hundred forty-four thousand two hundred two dollars ($144,202.00).

8. The employee hired for the ten (10) month Assistant High School Principal position shall also receive an annuity of three thousand two hundred dollars ($3,200.00) for the July 1, 2025 through June 30, 2026, and the July 1, 2026 through June 30, 2027 contract years and all other benefits set forth in the collective bargaining agreement, with the exception of vacation days and the payment of unused vacation days under Article VII of the collective bargaining agreement. The ten (10) month Assistant High School Principal position is therefore not eligible for vacation days or the payment of unused vacation days.

9. While the ten (10) month Assistant High School Principal position remains a position that the Board fills or intends to fill, the current twelve (12) month Assistant High School Principal position shall remain vacant.

10. This Memorandum of Agreement shall be affixed to the collective bargaining agreement dated July 1, 2024 through June 30, 2027, and, therefore, shall be considered a part of the collective bargaining agreement.

11. Additionally, the Board and LOLA agree that the relevant terms set forth in this Memorandum of Agreement shall be incorporated in the successor collective bargaining agreement between the Board and LOLA and shall be the basis for successor contract negotiations.

Ian Neviaser, Superintendent
Regional School District 18

Dated: 3/18/25

Lyme-Old Lyme Administrators' Association

Dated: 3/11/25