

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

AGENDA
REPRESENTATIVE TOWN MEETING
SPECIAL MEETING
Monday, January 4, 2021
7:00pm – Waterford Town Hall
ZOOM REMOTE ACCESS ONLY

Join Zoom Meeting
Meeting ID: 317 118 0827
Passcode: 123123

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- A. Pledge of Allegiance to the Flag**
B. Roll Call
C. Correspondence
D. Transaction of Business on the Call:
1. To consider and act upon a motion to discuss strategy and/or negotiations with respect to collective bargaining units in executive session, said action to be taken without prejudice to the Representative Town Meeting's right to discuss said matters in a private meeting pursuant to Connecticut Statute § 1-200.
 2. To consider and act upon an Agreement between the Waterford Board of Education and the Waterford Administrators' and Supervisors' Association for July 1, 2021 through June 30, 2022 and to request the funding thereof, pursuant to Connecticut General Statute §10-153d pending finalization of contract.
- E. Adjournment**

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**Town of Waterford
LABOR CONTRACT REPORT FORM**

Employee Organization: Waterford Administrators' and Supervisors' Association

**Number of Employees in
In Bargaining Unit:** 10.00 FTE

Contract Duration: **Begin:** July 1, 2021 **End:** June 30, 2022

Contract Execution Date: 30 days after filing of contract with Town Clerk (filed on 12/14/2020)

COSTS	2021-22
Base Salary (FY21 = \$1,493,735)	\$1,525,104
General Wage Increase (GWI)	2.10%
GWI Impact	\$31,369
Step Percent (no step impact)	0.00%
Step Impact	\$0
Total Wage Increase (GWI + Step)	2.10%
Dollar Increase	\$31,369
TSA Impact	\$5,000

Statewide Administrator Settlement Trend Data (as of 12/7/2020)

- 2021-2022 – 2.32% Total Wage Increase
- 2022-2023 – 2.50% Total Wage Increase
- 2023-2024 – 2.49% Total Wage Increase

Summary

- This settlement was reached in mediation on November 6, 2020.
- One-year agreement: July 1, 2020 – June 30, 2022
- This mediated settlement is under the Statewide Administrator Settlement Trend of 2.32%.
- There is a Tax Sheltered Annuity increase of \$500 for each administrator.
- Janus Decision Language - The Supreme Court Decision, known as the Janus Decision, on union dues and fees is now included.

AGREEMENT BETWEEN
THE WATERFORD BOARD OF EDUCATION
AND
THE WATERFORD ADMINISTRATORS'
AND SUPERVISORS' ASSOCIATION

July 1, 2021- June 30, 2022

NOVEMBER 6, 2020

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I
PREAMBLE

1. This Agreement shall be effective from July 1, 2018 through, June 30, 2021.
2. Successor Agreement: Negotiations for the successor agreement shall begin in conformity with the timetables provided in §10-153d of the Connecticut General Statutes.

II
NEGOTIATIONS

1. Proposals Not Covered by This Agreement: Proposals not covered by this Agreement may be submitted to the Superintendent in writing, and the Superintendent shall forward such proposals with his/her recommendations to the Board within fifteen (15) days. The Board shall meet with representatives of WASA to discuss such proposals. Any agreement reached by the Board and WASA shall be reduced to writing and shall be signed by the Board and WASA, and shall be appended to the existing Agreement. Discussions held pursuant to this section shall not constitute "negotiations" within the meaning of Connecticut General Statutes §§10-153d and 10-153n.
2. Recognition: The Board recognizes WASA as the exclusive representative of all certified professional employees who are employed in positions requiring an intermediate administrator or supervisor certificate and whose administrative or supervisor duties shall equal at least fifty percent of the assigned time of such employee and who are not otherwise excluded from the purview of Sections 10-153a to 10-153n, inclusive.
3. Scope of Agreement: This Agreement contains the full and complete agreement between the Board and WASA on all negotiable issues, and neither party shall be required during the term thereof to "negotiate" (within the meaning of Connecticut General Statutes §§10-153d and 10-153n) upon any issue, except as required by law or by mutual written agreement during the term of this Agreement.
4. Severability: This Agreement is deemed to be in compliance with all state and federal laws (including the Constitution of the United States and the Constitution of the State of Connecticut) and the Board and WASA shall comply with all applicable state and federal laws. If a provision or provisions of this Agreement are unlawful, then that provision or those provisions shall be automatically stricken from this Agreement, and the balance of this Agreement shall continue in full force and effect.

III
RECOGNITION OF RESPONSIBILITIES OF THE BOARD

Board Rights, Responsibilities and Prerogatives: Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise, and

manage the Department of Education and its professional staff under governing law, ordinances, rules, and regulations--municipal, state and federal.

IV COMPENSATION

1. Administrators' Salary Schedule: Administrators new to the bargaining unit shall be placed on a step equivalent to years of experience as a public school administrator in the position, or a substantially equivalent position, for which the administrator is hired. Full credit for previous experience in the position or substantially equivalent position for which the administrator was hired will be granted, provided that such experience for any one (1) year shall have been continuous service of at least one-half (1/2) of that school year, and provided further that the Board shall have the right to place a new administrator (one who has been employed less than sixty (60) days) at a higher step on the appropriate salary schedule.
2. Salary:

2021-2022						
	Degree	Step 1	Step 2	Step 3	Step 4	Step 5
Director of Athletics and Student Activities (209 days)		122,506	122,506	122,506	122,506	122,506
Assistant Principals (215 days)	Masters	125,366	129,241	133,241	137,359	143,023
	MA+30/6th	130,587	134,628	138,791	143,084	148,984
Elementary Principals (210 days)	Masters	128,055	132,015	136,098	140,309	146,094
	MA+30/6th	134,797	138,965	143,263	147,694	153,782
Middle School Principal & Director of Special Services (219 days)	Masters	136,014	140,221	144,557	149,029	155,174
	MA+30/6th	141,678	146,064	150,580	155,238	161,641
High School Principal (219 days)	Masters	142,405	146,810	151,350	156,031	162,465
	MA+30/6th	149,902	154,539	159,317	164,243	171,018

On July 1, 2021, each eligible administrator shall be advanced one (1) step on the appropriate salary schedule.

3. Salary Payment Schedule: Each professional employee covered by this Agreement shall be paid his or her annual salary in twenty-six (26) installments by direct deposit to a United States bank or credit union selected by the employee.
4. Adjustments in Pay: Absences other than those covered by this Agreement shall require a deduction in pay of 1/number of days in the administrator's work year.
5. Salary Deductions: Administrator-authorized payroll deductions shall be made for the following:
 - a. Washington National Insurance;

- b. Tax-sheltered annuities approved by the Board;
- c. Savings Bonds;
- d. Norwich-Pequot Federal Credit Union;
Charter Oak Credit Union;
- e. Insurance premium cost sharing;
- f. Increased retirement;
- g. United Way;
- h. WASA dues;
- i. CAS dues;
- j. NAESP dues;
- k. NASSP dues.

Changes in payroll deductions for the above shall not be made for units of less than five (\$5.00) dollars. Administrator-authorized payroll deductions shall be made for professional dues in twenty-two (22) equal installments, September through June, per school year.

6. Tax Sheltered Annuity: Each administrator shall receive an additional amount of Two Thousand Five Hundred Dollars (2,500) to be paid to the administrator in substantially equal installments during the fiscal year as to which amount the administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he/she chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended. For purposes of reporting the administrator's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the administrator's mandatory employee contributions to be deducted from his/her salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified in paragraphs 2 and 6 of this section.
7. Salary Adjustment: Administrators, upon retirement in accordance with the State Teacher Retirement Act, or death, after ten (10) years of service in Waterford, the last five (5) of which must be consecutive, shall receive payment as follows:
 - a. Administrators who have achieved ten (10) years of service (the last five (5) of which must be consecutive) on or before July 1, 2014 shall, upon retirement in accordance with the State Teacher Retirement Act, receive payment for fifty (50) days or fifty percent (50%) of the unused sick leave, whichever is less, in either case based on a per diem rate of the last annual salary earned. Written application for such payment must be made to the Superintendent's office seven (7) months prior to retirement for the payment for unused sick leave to be made in the year subsequent to retirement. When timely notice is given, the Board payment shall be made no later than December 1st of the fiscal year after retirement. Failure to give notice by December 1st shall result in Board payment for

unused sick leave in the first fiscal year subsequent to the fiscal year after retirement.

- b. Administrators hired on or before July 1, 2014 who are not eligible for benefits under paragraph a. above, who achieve ten (10) years of service (the last five (5) of which must be consecutive), upon retirement in accordance with the State Teacher Retirement Act, shall receive payment for twenty-five (25) days or twenty-five percent (25%) of the unused sick leave, whichever is less, in either case based on a per diem rate of the last annual salary earned. Written application for such payment must be made to the Superintendent's office seven (7) months prior to retirement for the payment for unused sick leave to be made in the year subsequent to retirement. When timely notice is given, the Board payment shall be made no later than December 1st of the fiscal year after retirement. Failure to give notice by December 1st shall result in Board payment for unused sick leave in the first fiscal year subsequent to the fiscal year after retirement.

Administrators hired on or after July 1, 2014 shall not be eligible to receive any payment for unused sick leave.

- c. After ten (10) years in the Waterford system (the last five (5) of which must be consecutive) and upon retirement in accordance with the State Teacher Retirement Act, administrators shall receive a terminal stipend of \$1,500 subject to the following conditions: Written application for such stipend must be made to the Superintendent's office seven months prior to retirement for the stipend to be paid. The stipend shall be paid no later than October 15 of the fiscal year after retirement. Failure to give notice by December 1st shall result in forfeiture of the benefit.
- d. Payment of post-retirement benefits may be made in up to six (6) annual installments at the option of the retiree.

8. Supplemental Pay: The following supplementary pay position shall be paid as listed below:

<u>Position</u>	<u>Pay</u>
Director of K-8 Summer School	\$6,900

Non-bargaining unit employees may continue to hold any supplemental pay position they are currently holding. Members of WASA who are certified and qualified shall be given first preference for supplemental pay positions in the bargaining unit.

9. Salary/Change in Working Condition: If an administrator is designated by the Superintendent to work in an administrative position in a higher salary group than his or her regular group and said administrator works in the designated administrative position for more than thirty (30) consecutive work days, then he/she shall receive the pay of the

higher salary group in which he/she is working commencing after the thirtieth (30th) consecutive work day.

10. Longevity: Commencing with ten (10) years of service in the administrators' bargaining unit, an administrator shall receive \$1500 in addition to his/her salary in each year of service thereafter. Commencing with twelve (12) years of service in the administrators' bargaining unit, an administrator shall receive \$2000 in addition to his/her salary in each year of service thereafter.

Administrators hired on or after July 1, 2014 shall not be eligible to receive this benefit.

V FRINGE BENEFITS

1. Insurance for 2021-22: Effective July 1, 2021, the Board will provide payment for the following plan, for eligible requesting members, on the terms and conditions described herein:
 - a. HDHP Plan. The Board shall also offer eligible administrator employees insurance coverage through a High Deductible Health Insurance Plan (the "HDHP Plan") as described herein in summary form in Appendix A.

1) Deductible Funding:

The Board will contribute to the annual deductible to the employee's HDHP in the amounts set forth below:

- \$1,125/year to employees taking the individual plan
- \$2,250/year to employees taking the 2-person or family plan

For any administrator not eligible for an HSA account as a matter of federal law, who is enrolled in the HDHP, the Board shall reduce the administrator's premium contribution in a manner equivalent to the monetary value of the Board contribution to the applicable deductible amount for the administrator's coverage level.

2) Premium Cost-Sharing for HDHP Plan:

In the 2021-2022 contract year, the Board shall pay eighty percent (80%) percent of the fully insured premium or if under a self-insured plan, the Board payment of a percentage of the cost of benefits defined as administrative fees, network access fee, managed care fee if applicable, stop loss premium(s), applicable state and federal taxes (e.g. ACA Transitional Reinsurance Fee) and incurred and trended claims as determined by the carrier/third party administrator, with the employee twenty percent (20%) of the premiums.

- b. **Plan Documents Available:** Master Group policies are available in the business office for more specifics. The master certificates and/or policies are the governing documents when it comes to the Board's insurance plans; the information contained herein and in the contract appendices is intended as a summary.
2. **Life Insurance:** Employee life insurance in the amount of double the employee's annual salary. For tax purposes, to the extent practicable, the Board shall allocate the taxes associated with the life insurance benefit to at least two (2) pay periods or more.
3. **Dental Insurance.** Employees selecting dental benefits shall pay for a portion of the cost of individual or family full-service dental plan (substantially equivalent to Blue Cross full-service dental plan) as selected by the Board.

Employees selecting dental riders shall pay for a portion of the cost of dental riders for additional basic benefits, periodontics and orthodontics equivalent to Blue Cross A, C, and D riders.

The premium cost-sharing formula for dental benefits shall be the same as in effect for the health insurance plan selected by the administrator.

4. **Continuation of Insurance on Termination of Employment.** Any administrator who terminates service at the end of a complete school year may, if the administrator elects, continue to receive the benefits in this paragraph until August 31st of that same calendar year.
5. **Section 125 Plan.** The Board shall maintain a Section 125 Salary Reduction Agreement (RA) which will be designed to permit exclusion from taxable income the employee's share of health insurance premiums. Within said Salary Reduction Agreement, the Board shall also adopt and maintain a flexible spending account for the purpose of enabling eligible administrators to divert a portion of their gross salaries, prior to reduction for federal income taxes by a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care, or such lower maximum amount as may be required by law, into an account from which, during the course of the plan year, they can be reimbursed for. The following provisions will apply.
- (i) Under no circumstances will the Board be required to contribute any monies to the RA Plan or to any account established pursuant thereto.
 - (ii) Each administrator desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the Board thirty (30) days prior to July 1 of each plan year in which he or she desires to participate.
 - (iii) Each administrator accepted as a participant in the RA Plan must, thirty (30) days prior to July 1, inform the Board in writing of the amount he/she wishes to contribute to the account during the plan year—a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care or such

lower maximum amount as may be required by law), which shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that plan year.

- (iv) As a condition precedent to the establishment of an account under the RA Plan, the administrator must submit to the RA Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the plan year. As a further condition, the administrator shall pay, by authorized automatic payroll deduction, the monthly charge for participation in said plan attributable to him/her.
- (v) If the employment of an administrator terminates for any reason while he or she is a participant in the RA Plan, then in accordance with IRS requirements and if permitted by the terms of the Board's Section 125 plan document, the administrator will be permitted to submit for reimbursement for covered expenses incurred through the balance of the plan year, in order to utilize the unencumbered balance from his or her RA Plan Account. Any balance remaining in the account at the end of the plan year is forfeited back to the Board, in accordance with IRS requirements and the terms of the Board's Section 125 plan document. The terminated administrator would be responsible for continuing contributions to the RA through COBRA (including 2% administrative fee) for the balance of the plan year.
- (vi) Unexpended balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA plan shall be interpreted, whenever possible, to comply with such terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any plan year, that the RA Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants.
- (vii) The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association or any administrator covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which

may reduce or eliminate the employee tax benefits to be derived therefrom.

7. Change of Carrier:

The Board may provide the type of insurance listed in this article through carriers/plans/administrators other than those named above provided said insurance is substantially equivalent in coverage and benefits.

8. Long-term disability insurance:

For administrators that elect long-term disability coverage as may be offered by the Board, the Board shall select a vendor for such coverage, and shall pay fifty percent (50%) of the premium costs of such coverage.

9. Excise Tax. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to commence negotiations in accordance with the Teacher Negotiations Act, to determine insurance provisions for the contract year in which the excise tax goes into effect. During such negotiations, the parties will reopen this Article (including the related appendices of the contract) for the purpose of addressing the impact of the excise tax and negotiating insurance benefits.

10. Travel Reimbursement:

- a. Administrators shall be reimbursed for travel outside of the Town of Waterford while performing the business of the Waterford Public Schools and for any school activity to which an administrator has been assigned or is in attendance as part of his or her administrative duties. Reimbursement shall be at the mileage rate established by the Board for all employees.
- b. The Board encourages administrators to participate in professional development activities. To that end it will, within budgetary constraints, continue to provide funds for WASA members for local and regional professional development activities including major national conventions or conferences each contract year.

VI

ADMINISTRATORS' WELFARE PROVISIONS

1. Personal Leave

- a. Each employee shall be allowed a maximum of six (6) days' leave per year, noncumulative, with no pay deduction. For the following reasons:
 - i. Family reasons (e.g. birth, death, marriage, illness, or graduation, attendance at a child's school related function or event)

- ii. Religious holidays
- iii. Legal matters
- iv. Legitimate personal business

Family is defined as spouse, parents, grandparents, children (natural, foster, or adopted), grandchildren, siblings, in-laws, nieces, nephews, aunts, uncles, and permanent residents of the employee's household. Personal is defined as such matters that are private and sensitive.

Personal leave may be approved only when it is not reasonable for the required activity to have been scheduled outside of working hours.

- b. The Superintendent of Schools is authorized to grant additional days' leave, paid or unpaid, upon request.
- c. Application for leave as provided above shall be made in writing to the Superintendent of Schools at least seventy-two (72) hours before leave is to be granted, except in cases of illness or emergencies. Where the request for personal leave is made pursuant to Section 1 (d) above, the reason for the absence shall be discussed with the Superintendent of Schools and such reason shall not be required to be written.
- d. Use of personal days shall not directly precede or follow a school vacation or holiday, except if such leave is taken for death in the immediate family, religious holidays, legal business that cannot be transacted outside of working hours, marriage or graduation of a member of the immediate family, or military deployment of an immediate family member.

2. Graduate Study Reimbursement: When in the judgment of the Superintendent, the course for which reimbursement is requested will make a meaningful contribution to a more effective performance of the duties to which the administrator is assigned, then such reimbursement shall be granted. Grade reports and proof of payment must be submitted to the Benefits Coordinator in the Business Office immediately upon completion of the course.

Courses must be completed with a grade B or higher. If a lesser mark is received and the administrator desires, extenuating circumstances may be explained to the Superintendent for his/her consideration. Courses and institutions must have prior approval of the Superintendent at least fifteen (15) days prior to the start of the course, if possible. Graduate study reimbursement is payable in one lump sum on either the second payday in September or the second payday in March, whichever most closely follows the completion of the course. Administrators must submit an official grade report or an official transcript of the approved course(s) and a copy of the bill for tuition and fees. The amount of the reimbursement shall be equal to the cost of tuition and fees (excluding books) incurred for the course. It is mandatory that an administrator be on the staff at the time of payment in order to receive any of the above reimbursements.

3. Long-Term Personal Leave: A personal leave of absence may be granted by the Board for illness or other personal reasons. The leave shall extend only for one (1) school year or less. The administrator shall return to the school district upon expiration of the personal leave. The administrator shall be given his/her previously held administrative position or another administrative position which is mutually agreed upon by the administrator and the Board.

If the administrator and the Board are unable to agree upon another administrative position as aforesaid, then the administrator shall be given his/her previously held administrative position or an administrative position for which he/she is certified and qualified substantially equivalent in status and pay to his/her previously held administrative position. An administrator on a long-term leave of absence must notify the Superintendent in writing prior to April 1 if he/she intends to return to the Waterford School System the following year. Failure to give notice of intent to return shall constitute a resignation from employment. Personal leave of absence shall be taken without pay or payment for benefits or credit for salary increments and will terminate at the end of the approved period of time. An administrator on personal leave shall retain the sick leave accumulated prior the commencement of leave.

4. Sick Leave: Administrators shall be granted seventeen (17) days of sick leave with full pay, except while on leave. Sick leave shall be used for personal illness or injury, or quarantine in accordance with health regulations. For employees hired after September 1, 2009, sick leave shall accumulate from year to year until a maximum of two hundred (200) days is reached. For all other administrators, the accumulation of sick leave shall be unlimited. Each administrator shall be notified in September of the amount of his/her accumulated sick leave.

5. Sick Leave Bank:

Purpose – to provide members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury thereof.

- a. Process for requesting the sick leave bank assistance - A member fitting the criteria set forth above may request that the sick leave bank board activate the sick leave bank.
- b. Upon receipt of a request from a member to activate the sick leave bank, the sick leave bank four (4) member board, as described below, shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated:
 - i. A member must have a catastrophic illness or injury or combination thereof and must provide timely and competent medical certification of the catastrophic or injury or combination thereof.

- ii. A member must have completed two (2) years of service in Waterford.
 - iii. A member must have exhausted all accumulated sick leave.
 - iv. A member shall not be entitled to any other Board sponsored paid leave, remuneration from Board sponsored disability payments, workers' compensation, and/or other such Board sponsored benefits.
- c. Membership in the administrators' sick leave bank is voluntary on the part of the administrators after two (2) years of service in the Waterford School System.
 - d. The Board of Education will cooperate in the establishment of a sick leave bank on a voluntary basis.
 - e. Members who are eligible to participate and choose to participate in the bank may enroll by annually donating one (1) day of his/her annual sick leave to the bank.
 - f. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
 - g. Persons withdrawing sick leave days from the bank will not have to replace these days except as regular contributing member to the bank.
 - h. The sick leave bank shall be administered by a four (4) member board, two (2) members chosen by the Board of Education, two (2) members chosen by the Association. Each request for aid, as certified by a doctor's certificate, for the sick leave bank shall be decided by the board on the merits of the individual request. Action of the board shall be by the majority vote. The sick leave bank four (4) member board may reserve days in the bank, and prorate the allocation of such days in the event that more requests are approved than days available in the bank.
 - i. Not more than thirty thousand dollars (30,000) shall be expended from this fund during any one (1) school year. No more than fifteen thousand dollars (\$15,000) shall be expended upon any one (1) employee during any one (1) year. (Exceptions to these limitations may be made only upon specific administrative request and the Board of Education approvals.)
 - j. Those employees not contributing to the sick leave bank may not participate in it.
 - k. The decision of the sick leave bank board shall not be subject to the grievance procedure.
6. Maternity, Military, Peace Corps and Vista Leaves of Absence: Maternity, military, Peace Corps, and Vista leaves may be granted by the Board under terms and conditions as approved by the Board, in accordance with law.

7. Professional Development: The Board agrees that professional development activities such as conferences, workshops, institutes, etc., are in the best interests of the Waterford School system. The Board encourages such activities and shall fund such activities and shall fund such activities within its budgetary constraints.
8. Evaluations: A copy of any written evaluation shall be placed in the administrator's file and a copy forwarded to said administrator. Materials placed in an administrator's file after appointment shall be reasonably available for inspection by the administrator.
9. Personnel Files: No material derogatory to an administrator's conduct, service, character, or personality shall be placed in an administrator's personnel file unless it has first been shown to and discussed with the administrator by the immediate supervisor. The administrator shall initial and date the actual copy to be filed. The initials shall signify merely that the administrator has examined the material.

The administrator may submit a written notation regarding any material placed in his/her personnel file, and the same shall be attached to the file copy of the material in question. There shall be only one official personnel file per administrator to be kept in the central office.

VII WORKING CONDITIONS

1. Administrators' Responsibilities – General: The Board and WASA recognize the importance of responsible participation of the entire administrative staff in the educational process.
2. Supervision: Each administrator shall supervise the performance and professional development of the staff for which he/she is responsible. Such supervision shall be in accordance with the district system of staff evaluation and staff development.
3. Assignment and Transfer: Under State statutes (as exercised through its policies), the Board of Education has the sole right to employ, assign, and transfer administrators and employees in carrying out those responsibilities.

The Board may transfer administrators when it determines that such transfers are in the best interests of the school district. Administrators shall not lose salary as a consequence of involuntary transfers; they shall be paid their prior salary until pay for the new position exceeds it, at which time they will be paid the rate for the new position.

For reasons of professional growth, two or more administrators may request transfers agreeable to those involved. If such requests are granted, administrators shall be paid at the rate for the new positions.

Administrative staff vacancies shall be published in each school as soon as possible. Administrators who apply for and are transferred to new assignments shall be placed on

Step 1 of the new classification or the first step that exceeds the administrator's salary had he/she remained in his/her previous classification.

4. Work Year:

- a. The work year for the Elementary School Principal shall be 210 days; the work year for the Assistant Principals and Dean of Students positions shall be 215 days; and the work year for Secondary Principals and the Director of Special Services shall be 219 days. The work year for the Director of Athletics and Student Activities shall be 209 days. Based on the nature of the Director of Athletics and Student Activities position, it is expected that the Director of Athletics and Student Activities will work such nights and weekends as necessary to carry out the duties of his/her position.
- b. Administrators shall be required to work at least ten (10) days prior to the commencement of the school year for teachers and at least five (5) days subsequent to the end of the school year for students, if possible based on the student calendar. Each administrator shall submit to the Superintendent of Schools for his/her approval a proposed work year schedule detailing the dates on which the administrator proposes to work outside of the published school calendar. The Superintendent may approve the proposed schedule or direct the administrator to amend the schedule.
- c. In the event that inclement weather causes a school closure, administrators may work from home for up to two (2) such school closure days.
- d. To the extent that the Superintendent requires any administrator to work beyond his/her scheduled work year, the administrator shall be paid as follows:
 - 1). On a per diem basis, except if administrators are required to work less than four (4) hours in a given day such work time shall be calculated as one-half day. If they are required to work four (4) or more hours such time shall be calculated as a full day for purposes of computing payment for work beyond the work year.

VIII **GRIEVANCES**

Grievance Procedure: To secure, at the lowest possible level of the employer-employee relationship, solutions to problems which may arise concerning the interpretation of any provisions of this Agreement, all disputes between either an administrator and the Board or between WASA and the Board concerning the interpretation of any provision of this Agreement shall be dealt with as follows:

a. Definitions:

- 1) A grievance shall mean a violation, misinterpretation or misapplication of a specific term or terms of this contract to the detriment of an administrator or group of administrators. A claim by an administrator that the Board has failed to follow the established procedures of the administrator evaluation and support program shall also be subject to the grievance procedure.
- 2) "Administrator" shall mean any member of the bargaining unit.
- 3) A "Grievant" shall mean the person or persons making the claim or WASA.

b. Procedure:

- Step 1: If an administrator has a grievance he/she shall first notify the Superintendent in writing within fifteen (15) calendar days of the incident or event giving rise to the grievance. Failure to do so will be deemed a waiver of the grievance. If a solution is not reached in five (5) calendar days, then the administrator may proceed to the next step of this procedure.
- Step 2: The grievant may file the grievance with the Board, or committee thereof, within ten (10) calendar days after the procedure at Step One has been exhausted. The Board, or committee thereof, shall make a written statement of the action taken within ten (10) calendar days.
- Step 3: If the grievant and WASA are not satisfied with the disposition of the grievance at Step Two, WASA may, within ten (10) calendar days after the decision of the Board, or Committee thereof, or within ten (10) calendar days after the meeting with the Board, or committee, submit the grievance to arbitration by notifying the Superintendent of its intent to do so. If WASA and the Superintendent cannot mutually agree upon a single arbitrator to hear the grievance within ten (10) calendar days of the notice of intent to submit to arbitration, then WASA may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rule of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the procedures.

The arbitrator selected shall confer promptly with the representatives of the Board and WASA, shall review the record of prior hearings, and shall hold such further hearings as he/she shall deem requisite.

The arbitrator shall be bound by the Voluntary Labor Arbitration Rules. He/she shall hear only one grievance at a time. He/she shall have no power to add to, delete from or modify the agreement. The decision of the arbitrator shall be submitted to the Board and to the Association, and subject to law, shall be final and binding.

The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

c. General Provisions:

- 1) No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- 2) The grievant may be represented by Counsel, WASA, or any representative of his/her own choosing at Steps 1 and 2 of the grievance procedures so long as WASA has the opportunity to be present at any meetings or hearings on the grievance and has the opportunity to present its views. At Step 3, WASA shall represent the grievant for the purposes of arbitration.
- 3) All documents, communications, and records generated by the filing of the grievance shall be filed separately from the permanent file of the grievant.
- 4) "Days" shall mean calendar days.
- 5) The statement of grievance shall contain the provisions of the contract alleged to have been violated as well as a statement of the remedy requested. The statement of any grievance alleging a procedural violation of the established evaluation and support plan shall contain the provisions of the evaluation and support plan alleged to have been violated as well as a statement of the remedy requested. The sole and exclusive remedy for an administrator who wishes to challenge a termination pursuant to the reduction in staff provision shall be Connecticut General Statute section 10-151. No administrator shall receive a written reprimand or be suspended without pay except with just cause.
- 6) Failure of the grievant to pursue the grievance to the next step within the specified timelines shall be deemed to be agreement with the decision of the administration or the Board as the case may be. Failure of the board or administrator to meet with the grievant or render a decision with the specified time limits shall

permit the grievant to proceed to the next step. The parties may agree to waive the time limits in writing.

IX OTHER PROVISIONS

1. Termination Notice: Whenever practicable, an administrator or supervisor shall give sixty (60) days' notice to intent to terminate service with the Board. The earliest possible termination notice is desirable.
2. WASA Nonstrike Clause: WASA shall not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, refusal to render services or any action against the Board which would impede the proper functioning of the school system at any time.
3. Administrator Nonstrike Clause: No administrator shall, in an effort to effect a settlement of any disagreement with the Board, engage in any strike or refusal to render services.
4. Reduction in Staff:

- a. It is recognized that, under §§10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this procedure is adopted to provide a fair and orderly process should such eliminations become necessary.
- b. In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

As between tenured administrators or non-tenured administrators, the Board, within its sole discretion, shall decide which administrators shall be retained based upon the criteria outlined below. The needs of the Waterford School System with regard to the number and nature of administrative positions shall be determined by the Board.

Once having done, so the following criteria shall apply in selecting the administrators to be terminated or non-renewed:

- 1) Skill and ability;
- 2) Areas of certification;
- 3) Areas of administrative experiences; and
- 4) Past performance.

When the above criteria are equal, seniority will prevail. Seniority is defined as the length of service in the Waterford School System in an administrative position.

- 1) Any administrator whose contract of employment has been terminated due to the elimination of an administrative position shall be placed on a reappointment list for a period of twenty-four (24) months. Administrators shall remain on the reappointment list for twenty-four (24) months, or until offered a certified position in the Waterford School System.

Any administrator recalled under this section will be returned to work in order of seniority if certified and qualified for the position.

The following criteria shall be applied to determine qualifications for the purpose of recall:

- Certification Status;
- Degree status;
- Skills and ability;
- Administrative experience.

When the above criteria are equal, seniority will prevail. Seniority is defined as the length of service in the Waterford School System in a certified position.

- 2) For purposes of this Article, and for all relevant provisions in this Agreement, seniority shall be defined as the length of continuous service as an administrator in the Waterford School System, beginning on the first day of actual service and ending on the date for which such determination is made. Continuous service shall be deemed to be unbroken during periods on the recall list and during authorized leave. In the event of a tie, continuous non-administrative certified employment with the Waterford Board of Education, immediately preceding service as an administrator, shall be considered.

- c. Notwithstanding the foregoing, an administrator serving as Director of Athletics and Student Activities position shall not be eligible to displace any other administrator in the event of a reduction in force. If required by law, the Director of Athletics and Student Activities shall be assigned a teaching position for which he or she is certified and qualified. Any administrator serving as Director of Athletics and Student Activities whose contract of employment has been terminated due to the elimination of the position of Director of Athletics and Student Activities shall be placed on a reappointment list for a period of twenty-four (24) months. Any such administrator shall remain on the reappointment list for twenty-four (24) months, or until offered reappointment as Director of Athletics and Student Activities.

5. Insurance:

- a. Any administrator hired before July 1, 2004, with twenty-five (25) years of teaching /administrative experience, the last ten (10) of which must be in the Waterford School System, and is between fifty-five (55) years old and sixty-five (65) years old at the time of retirement, and who is eligible to collect Connecticut Teacher Retirement Benefits, will be given the option of continuing group insurance coverage, by participating in plans offered to active administrators, after retirement to age sixty-five (65). The cost of extended coverage is to be divided equally between the retiring administrator and the Board of Education. Any subsidy offered by the State TRB will be applied wholly to the retiring administrator's percentage of the cost of extended coverage once it has been divided equally between the retiring administrator and the Board of Education.
- b. Any administrator hired between July 1, 2004 and June 30, 2014, with twenty-five (25) years of teaching /administrative experience, the last ten (10) of which must be in the Waterford School System, and is between fifty-five (55) years old and sixty-five (65) years old at the time of retirement, and who is eligible to collect Connecticut Teacher Retirement Benefits, will be given the option of continuing group insurance coverage, by participating in plans offered to active administrators, after retirement to age sixty-five (65). The cost of extended coverage is to be divided as follows: seventy percent (70%) to be borne by the retiring administrator and thirty percent (30%) to be borne by the Board of Education. Any subsidy offered by the State TRB will be applied wholly to the retiring administrator's percentage of the cost of extended coverage once it has been divided in accordance with the following formula: seventy percent (70%) to be borne by the retiring administrator and thirty percent (30%) to be borne by the Board of Education.
- c. Any administrator hired on or after July 1, 2014 who retires from service with the Waterford Board of Education shall not be eligible for any Board contribution to his/her health insurance, but shall be eligible to continue health insurance offered to active administrators in accordance with law.
- d. At age sixty-five (65), or subsequent to retirement from the Waterford Public Schools, a retiree may, at his/her option and provided he or she is not eligible for Medicare, purchase the health insurance package offered to active administrators, or a portion thereof on a yearly basis, at his/her own expense and as permitted by statute, as it may be amended from time to time.

6. Part-Time Administrators

A part-time administrator shall be covered by all terms and conditions of the Agreement, modified as set forth below.

- a. (i) A part-time administrator who works fewer days per year than the applicable full-time administrator work year, as described in Article IV, Section 2, Salary, will be paid on a pro-rata basis based on proportion of

work days worked by the part-time administrator compared to the scheduled number of work days for that position (e.g. a part-time Assistant Principal working 107 days per year shall be considered .5 full-time equivalent ("FTE") and shall receive 50% of the applicable salary ($107/214 = .5$)).

- (ii) A part-time administrator who works a partial day each work day shall be paid a salary proportional to the number of hours worked of each scheduled work day, based on an 8 hour work day (e.g. a part-time administrator working 4 hours per day shall be considered .5 FTE and shall receive 50% of the applicable salary ($4/8 = .5$)).
- b. A part-time administrator's tax sheltered annuity set forth in Article IV, Section 6, shall be pro-rated based on his or her proportional FTE (e.g. a part-time administrator working a .6 FTE shall receive \$1,500 per year ($\$2,500 \times .6 = \$1,500$)).
- c. A part-time administrator shall not be eligible for payment for unused sick leave or longevity pay.
- d. A part-time administrator working a .5 FTE schedule or more shall be eligible to receive all insurance benefits enumerated under Article V of the Agreement, however, the Board shall only be responsible for paying a pro-rata share of the Board's premium contribution and applicable HSA contribution, based on the part-time administrator's proportional FTE.
- e. Administrators employed less than .5 FTE shall receive no insurance benefits.
- f. Benefits under Article VI, Section 1, Personal Leave, shall be proportional to the part-time administrators' proportional FTE, rounded to the nearest tenth (1/10).
- g. Graduate study reimbursement as set forth in Article VI, Section 2, shall be the same for a part-time administrator as for a full-time administrator.
- h. Benefits under Article VI, Section 4, Sick Leave, shall be proportional to the part-time administrators' proportional FTE, rounded to the nearest tenth (1/10).

X

AGENCY FEE

1. Dues/Voluntary Fees

- a. All members of the bargaining unit who elect to join WASA and/or pay a voluntary fee to WASA shall sign and deliver to WASA, if they have not already done so, an authorization for the payroll deduction of membership dues and/or

voluntary fees. Employee authorization for dues and/or voluntary fee deduction will be in writing.

- b. Said authorization shall continue in effect from year to year unless such administrator shall notify the Board and WASA in writing that such authorization is withdrawn, with such notification to be received by the Board not later than thirty (30) days prior to the commencement of the school year.

2. Forwarding of Monies

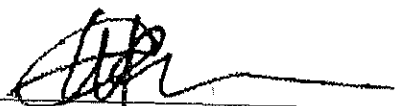
The Board agrees to forward to WASA each month all monies deducted during that month for local dues and local service fee deduction.

No later than the first paycheck in October of each school year, the Board shall provide WASA with a list of all bargaining unit members employed by the Board and the administrative positions held by said employees. The Board shall notify WASA of any changes in said list.

The right to refund the employee's monies deducted from their salaries under such authorization shall lie solely with WASA. WASA agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to WASA, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

WASA agrees to indemnify and save the Board harmless from all claims, demands, lawsuits or other forms of liability arising from the Board's fulfillment of its obligations under this Article. The Board agrees that WASA shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf WASA will hire and compensate legal counsel. Legal Counsel hired by WASA shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. WASA shall have the right to compromise or settle any claim or lawsuit against the Board under this Article, but shall not do so without Board approval, such approval not to be unreasonably withheld.

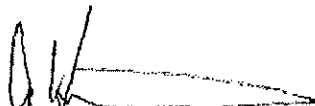
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Craig Merriman, Chair
Waterford Board of Education

12/14/2020

Date



Andre Hauser, President
Waterford Administrators and
Supervisors Association

12/14/20

Date

APPENDIX A

HDHP PLAN DESIGN

The following of some of the features of the HDHP Plan:

BENEFIT COSTSHARES

**In-Network services and Out-of-Network services and
Out-of-Network services subject to deductible and
coinsurance.**

No Referrals Required

Deductible: \$2,250 Individual, \$4,500 Two or More

In Network Coinsurance 100%

Post Deductible Prescriptions Subject to Copays (see below)

Out-of-pocket Maximum \$3,500 Individual, \$7,000 Two or
More

Lifetime Maximum In-Network – Unlimited

Out-of-Network Benefits

Coinsurance 80% / 20%

Out-of-pocket Maximum \$6,000 Individual, \$12,000 Two or
More

Lifetime Maximum Out-of-Network – Unlimited

Only In-Network Benefits Illustrated Below

PREVENTIVE CARE

Pediatric

Annual

Covered 100% - Not Subject to Deductible

Adult

Covered 100% - Not subject to Deductible

Vision Exam

Covered 100% - Not Subject to Deductible

Hearing

Covered 100% - Not Subject to Deductible

Routine Gynecological

Covered 100% - Not Subject to Deductible

MEDICAL SERVICES**Medical Office Visit**

100% after deductible

Outpatient - PT/OT

50 visits per calendar year

Add'l coverage after 50 visits subject to OON deductible/coinsurance

Chiropractic

50 visits per calendar year

Add'l coverage after 50 visits subject to OON deductible/coinsurance

Allergy Services

100% after deductible

Diagnostic Lab & X-ray

100% after deductible

Surgery Fees

100% after deductible

Office Surgery

100% after deductible

Outpatient MH/SA

100% after deductible

EMERGENCY SERVICES**Emergency Room**

100% after deductible

Urgent Care Facility

100% after deductible

Ambulance

100% after deductible

INPATIENT HOSPITAL**General/Medical & Surgical****Note: All hospital admissions require pre-cert**

100% after deductible

Ancillary Services**(Medication, Supplies)**

100% after deductible

Psychiatric

100% after deductible

Substance Abuse/Detox

100% after deductible

Rehabilitative

100% after deductible

Covered up to 100 days per calendar year.

Add'l coverage after 100 days subject to OON deductible/coinsurance

Skilled Nursing Facility

100% after deductible

120 days per calendar year

Hospice

100% after deductible

OUTPATIENT HOSPITAL

Outpatient Surgery 100% after deductible
Facility Charges

Diagnostic Lab & X-ray 100% after deductible

Pre-Admission Testing 100% after deductible

OTHER SERVICES

Durable Medical Equipment 100% after deductible

Prosthetics 100% after deductible

Home Health Care 100% after deductible
200 visits per calendar year.

Infertility Services 100% after deductible
No Age or Cycle Limits
GIFT & ZIFT are covered

Prescription Drugs After deductible is met, drug copayments are \$0/25/40; 2x co-payment for mail order, until cost-share maximum is reached

For administrators electing the HDHP Plan, the Board will contribute One Thousand One Hundred and Twenty-Five Dollars and No Cents (\$1,125.00) towards an employee's HDHP deductible if such employee is enrolled in individual coverage. The Board will contribute Two Thousand Two Hundred and Fifty Dollars and No Cents (\$2,250.00) towards an employee's deductible if such employee is enrolled in two-person or family coverage. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the first payroll date of the contract year. The parties acknowledge that the contribution toward the funding of the HDHP 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 Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment. Any administrator hired with an effective date prior to or on the first day of the work year who elects to enroll in the HDHP Plan shall receive full funding of the Board's portion of the HSA contribution. Administrators hired with an effective date after the first day of the work year will receive a pro-rata share of the Board contribution to the HSA.

In addition to the insurance offerings noted in these appendices, the Board may implement such Wellness Incentive Plan(s) as may be suitable and desirable, after consultation with the Association concerning same.

