

**AGREEMENT
BETWEEN THE
WATERTOWN BOARD OF EDUCATION
AND THE
WATERTOWN ADMINISTRATORS'
ASSOCIATION**

July 1, 2017 - June 30, 2020

November 9, 2016
5212670v1

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	Recognition.....	1
ARTICLE II	Salaries	1
ARTICLE III	Insurance Benefits	2
ARTICLE IV	Sick Leave.....	5
ARTICLE V	Just Cause	6
ARTICLE VI	Grievance Procedure	6
ARTICLE VII	Transfers and Reassignments	10
ARTICLE VIII	Reduction of Administrative Staff	12
ARTICLE IX	Sabbatical Leave	14
ARTICLE X	Agency Service Fee.....	15
ARTICLE XI	Jury Duty.....	16
ARTICLE XII	Childbearing/Childrearing Leave	16
ARTICLE XIII	Authorized Leave	17
ARTICLE XIV	Coursework Reimbursement	18
ARTICLE XV	Dues Payment.....	18
ARTICLE XVI	Duration.....	18
APPENDIX A	Salary Schedules.....	20
APPENDIX B	Summary of Insurance Benefits	21

AGREEMENT

The Watertown Board of Education (hereinafter the "Board") and the Watertown Administrators' Association (hereinafter the "Association") hereby make the following agreement.

ARTICLE I

Recognition

The Watertown Board of Education hereby recognizes the Watertown Administrators' Association (WAA) as the exclusive representative of the administrative unit, as defined in Section 10-153b through 10-153f of the Connecticut General Statutes, as amended. The Watertown administrators covered by this Agreement include all persons below the rank of Director of Special Services, Director of Curriculum and Professional Services and/or Director of Budget and Financial Planning employed in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof, and whose administrative or supervisory duties, for purposes of determining membership in the administrators' unit, shall equal at least fifty percent (50%) of the assigned time of such employee.

ARTICLE II

Salaries

The salary schedule is attached as Appendix A. The base salaries of administrators shall be comprised of the following two components: 1) cash compensation, in such amounts as are set forth in Appendix A; and 2) an additional annual sum of Fifteen Hundred Dollars (\$1500.00), to which each administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed

toward the purchase of a 403(b) annuity with a tax sheltered annuity of his/her choice from the accounts offered by the Board.

The initial salary placement for newly hired administrators will be at the discretion of the Superintendent and will be based on qualifications, availability of applicants and market conditions. The Association President will be given notice of and the opportunity for input in the salary of new hires prior to their employment during the term of this contract.

Individuals promoted will move to the first step which gives them an increase. In the event an administrator is displaced to an administrative or teaching position with a salary schedule lower than that which the displaced administrator was paid in the year of displacement, such administrator's salary shall be maintained at the salary rate earned in the year of displacement for one (1) year or until the salary for the new position on the salary schedule shall be equal to or exceeds the amount earned in the year of displacement, whichever occurs first.

The work year for association members is 215 days per contract year. Notwithstanding the preceding sentence, at the Superintendent's discretion, an administrator may work, up to a maximum of five (5) additional days, at his/her per diem rate.

ARTICLE III Insurance Benefits

Except where prohibited by regulations limiting or prescribing coverages on employees over 65 years of age, the following insurance benefits will be provided. Where such limitations do exist, the Board will provide coverage in accordance with such limitations.

Medical Insurance

Administrators may choose from among the following health insurance options, as described below:

- 1) PPO Plan (as described in Appendix B)

2) High Deductible/Health Savings Account Plan (as described in Appendix B)

The High Deductible/HSA plan shall be the core insurance plan. Administrators may elect to participate in the PPO Plan as described in Appendix B. However, for any administrator who remains enrolled in the PPO Plan, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the High Deductible/HSA Plan for an administrator enrolled at the same coverage level. The administrator shall pay one hundred percent (100%) of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO plan. For each year of the collective bargaining agreement, the deductible for the High Deductible/HSA plan shall be \$2,000 for single coverage and \$4,000 for family coverage. The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time administrator who elects coverage under the High Deductible/HSA Plan (with pro-rated funding of the deductible for part-time administrators).

The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on or about April 1. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA plan is implemented after the start of the contract year, the Board's contribution toward the funding shall be pro-rated for that year.

Administrators shall pay the following percentages of the costs for insurance in each contract year:

High Deductible/HSA 13%

Dental 21%

There shall be no cap on the employee contribution. Coverage may be for individual, employee and spouse or family.

Dental Plan

The currently existing dental plan shall be continued over the period covered by this agreement.

Life Insurance

With the agreement of the District's insurance carrier, group term life insurance beyond the present \$100,000 level provided within the District's insurance package will be made available to members of the bargaining unit at no cost to the District.

Having successfully performed his/her contract obligations to the school system, an administrator who resigns at the end of the relevant school year to accept a new position is entitled to appropriate insurance benefits through August 31st.

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the Board certified in writing to the Association that the overall level of benefits remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

In addition to the insurance coverage listed above, the administrators shall be covered by Long Term Disability Income Insurance provided they are under age 65. The age limit is stipulated by the insurance carrier. This coverage is the same as presently in effect.

Early Retirement Incentive. The Board and the Association agree to discuss an Early Retirement Incentive at either party's request. It is further agreed that the Board, at its discretion, may implement an Early Retirement Incentive after notice to and discussion with the Association.

ARTICLE IV
Sick Leave

Members of the Association will be allowed fifteen (15) sick days per year and will be allowed to accumulate sick leave up to a maximum of two hundred fifteen (215) days. Notwithstanding the foregoing, any such administrator who has accrued more than two hundred fifteen (215) sick days as of June 30, 2008 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2008 unless and until such time as such administrator's total sick leave accumulation falls below two hundred fifteen (215) days. Sick days used by administrators shall first be charged to their current year's allotment of fifteen (15) days, and shall then be charged to their accumulated sick leave.

Each employee shall receive written notification of his/her accumulated sick leave each school year.

Loss of pay for administrators exceeding their sick leave shall be based on the current daily rate of pay of the administrator in the year of the occurrence.

The practice of allowing up to five (5) personal days will continue.

ARTICLE V
Just Cause

No administrator shall be disciplined (including reprimands, disciplinary reduction in rank or compensation, denial of increments or suspensions) without reasonable and just cause.

ARTICLE VI Grievance Procedure

DEFINITIONS:

- A. A “grievance” shall mean an alleged violation, misinterpretation or misapplication of a specific provision of this agreement by an administrator, group of administrators or the Association. An alleged violation, misinterpretation or misapplication of existing policies, rules or regulations of the Board by the Administration may be reviewed through this procedure, but the Board’s decision on such matters at Step 2 shall be final.
- B. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problems which may arise under this contract.
- C. No reprisals of any kind shall be taken by any member of the Board or Administration against any participant in the grievance procedure by reason of such participation.
- D. “Days” shall mean business days when the district’s central office is open.

PROCEDURES:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step below shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest. The parties may confirm such extension by email.

A grievant shall first discuss the grievance with the Superintendent. The grievant shall have the right to have the Association assist at all stages of the grievance proceeding after the discussion with the Superintendent.

Step 1 - If the matter is not satisfactorily adjusted within three (3) days of the informal meeting, the grievant shall submit the grievance in writing to the Superintendent except as provided below. Such written grievance must be filed within ten (10) days of the date the grievant knew or should have known of the act or circumstance giving rise to the grievance, except that an extension beyond ten (10) days shall be given in cases of serious illness, but such extension shall not exceed ten (10) days. If an administrator does not file a grievance in writing within twenty (20) days after he/she knew or should have known of the act or circumstances giving rise to the grievance, then the grievance shall be considered to have been waived. The Superintendent or his/her designee shall meet with the grievant within ten (10) days of receipt by him/her of such appeal and shall give his/her decision in writing to the administrator and the Association within five (5) days of such meeting.

Step 2 - If no solution has been reached, the grievant may, within five (5) days after receipt of the Superintendent's decision, file an appeal to the Board. The Board, or a Committee thereof, shall hold a hearing within twelve (12) days, and shall render a decision in writing to the grievant and to the Association within eight (8) days after the grievance has been presented.

Step 3 – Arbitration

(a) If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, he/she may request the Association to submit the grievance to arbitration and the Association may elect to submit such grievance to arbitration by a single arbitrator mutually agreeable to the Board and the Association. Whether or not previously indicated at earlier steps, the provisions of the contract which are involved shall be identified in the submission. If the parties are unable to agree upon an arbitrator within five (5) days, the American Dispute Resolution Center shall immediately be called upon to select the single arbitrator.

(b) Notice of intention to submit to arbitration under subsection (a), above, must be in writing addressed to the Superintendent of Schools, and the submission to arbitration before the single arbitrator must be made not later than fifteen (15) days following receipt of the Board's decision.

(c) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of the contract. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this contract.

(d) The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closings of these hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the application and interpretation of this agreement. The decision of the arbitrator shall be final and binding on both parties, except as otherwise provided by law.

(e) Fees and expenses of the arbitrator shall be borne equally by the Board and the Association. Only the Association may submit a grievance to arbitration.

GENERAL PROVISIONS:

- A. A grievant may be represented at any step of this grievance procedure by any designated representative of the Association.
- B. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate superior or processing a grievance in his/her own behalf in accordance with the grievance procedure.

- C. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
- D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- E. Failure of the grievant at any step to appeal a grievance to the next step within the specified time limit shall make the last decision rendered final.
- F. Failure of the Superintendent or the Board to render a decision within the specified time limits shall be deemed to be a denial of the grievance submitted, and the grievant may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period for response had expired.

ARTICLE VII Transfers and Reassignments

- A. Voluntary Transfers
 - 1. The Board shall provide to the Association President a list of such openings and vacancies as are known to it for the ensuing school year no later than April 15 of each school year. If vacancies or openings become available after April 15, the Board shall notify the Association President within ten days of the position becoming available.

2. Any administrator represented by the Watertown Administrators' Association may apply for transfer to such openings or vacancies.
3. Application for such transfer shall be made in writing to the Superintendent or his/her designee and shall include a statement explaining the request for the transfer.
4. Application for transfer may be submitted and acted upon at any time during the school year, but application should generally be submitted before May 1 in any school year to be given consideration for the ensuing school year, to minimize disruption during the school year.
5. Upon request, an administrator whose request for transfer has been denied will be given a written explanation by the Superintendent or his/her designee within ten (10) working days following the request. "Work day" shall mean business days when the District's Central Office is open.

B. Involuntary Transfers

1. Notice of a contemplated transfer which has not been requested by an administrator being transferred shall be given that administrator no less than fifteen (15) work days prior to the effective date of the transfer.
2. The employee served such notice may request a written explanation of the reasons for such transfer or a conference with the Superintendent or his/her authorized designee (or both) to discuss the transfer, and shall be given such written explanation or granted such a conference (or both) no later than five (5) work days after the request is received by the office of the Superintendent or his/her authorized designee. The employee shall

have the right to be accompanied and assisted by any designated representative of the Association at any such conference.

C. Vacancies

Notification of all openings/vacancies requiring an intermediate administration and supervision certificate, (092) or equivalent thereof, shall be sent via email to the President of the Association and posted externally for at least five (5) days. All notifications and postings shall include a job description, salary range, certification requirements and other necessary qualifications.

ARTICLE VIII
Reduction of Administrative Staff

This section provides the methodology for the termination of contracts of administrators who have achieved tenure as teachers (hereinafter referred to as administrators) because of the elimination of positions by the Board, including eliminations due to changes in enrollment, economic conditions or the requirements of the educational program. Administrators who have not achieved tenure as teachers shall be released at the Board's discretion.

1. Period of Service

For purposes of this Article an administrator's period of service shall be the total number of days of service as a fully certified administrator employed under a standard contract by the Watertown Board of Education. Any absence from work exceeding ten (10) days for which a deduction was made from an administrator's pay except sabbatical leave shall be excluded.

2. Termination of Administrator Contracts

Subject to the provisions hereinafter set forth, no administrator shall be terminated as the result of the elimination of his or her position unless, at the time of the

contemplated termination, there is no other position within the classifications set forth below in the Watertown School System for which the administrator is certified which is occupied by an administrator with a shorter period of service.

3. Classifications

Except as set forth below, the rule set forth in No. 2 above is operative only within the following classifications:

- (a) High School Principal
- (b) Middle School Principal
- (c) Elementary Principals
- (d) Assistant Principals*

*As used in this article, the term "Assistant Principals" means only Assistant Principals, and the term does not include any of the other positions listed in the Assistant Principal category of the salary schedule. Individuals in the bargaining unit may not bump into or out of any positions in the bargaining unit other than those listed explicitly in above in Section (a) through (d).

Administrators who are displaced by operation of this procedure may displace the administrator in a lower classification with the shortest period of service, provided that he or she has a longer period of service than the administrator to be displaced. Administrators whose positions are eliminated or who are displaced shall be laid off in accordance with these rules.

4. Nothing herein shall obviate any rights the administrator may have under State law to bump into the teachers' bargaining unit.
5. The Superintendent shall maintain a list of administrators who have been terminated according to this Article. Each administrator so terminated shall remain on said list for a period not to exceed eighteen (18) months from the date

of his/her termination. Each administrator shall advise the Superintendent every six (6) months of his/her desire to remain on said list and of any change in his/her address. Failure to so advise the Superintendent shall cause deletion of the administrator's name from said list. If a position is available within the classifications previously listed above, the Superintendent shall offer the position to the properly certified administrator on said list with the longest period of service as defined in No.1 above, who was serving within the applicable classification or a higher classification at the time of his/her termination. The administrator shall have ten (10) calendar days to accept the position. If it is not accepted, the Superintendent shall offer said position to the administrator with the next longest period of service and the process shall be repeated as necessary.

ARTICLE IX Sabbatical Leave

Desiring to reward professional performance and encourage independent research and achievement, the Board may grant sabbatical leave to an administrator, upon recommendation by the Superintendent, for approved scholarly programs whether or not carried on in an academic institution subject to the following conditions:

1. No more than one (1) administrator shall be absent on sabbatical leave at any one time.
2. Request for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required by the Superintendent, no later than April 30th of the year preceding the school year for which the sabbatical leave is requested. In cases of emergency, the Superintendent may waive the above date requirement.

An administrator receiving such leave shall retain all privileges and fringe benefits that he/she would have received had he/she not been on such leave.

3. The administrator has completed at least seven (7) consecutive full school years of service in the Watertown School System.
4. An administrator on sabbatical leave shall be paid (one-half) of his/her annual salary rate, provided that the total pay (that received from the Town of Watertown and that received as the result of any program grant) shall not exceed the administrator's full annual salary rate.
5. The administrator shall agree to return to employment in Watertown for two (2) full years. Upon such return the administrator shall be placed on (the appropriate step in) the salary schedule as though such administrator had not been on leave.
6. The administrator shall execute a note for the amount of payment to be received from the Town of Watertown, one-half (1/2) of such repayment to be credited for each school year, or prorated for each portion thereof, of employment after sabbatical leave is terminated. It is the intention of this contract to provide that service after sabbatical leave shall be a credit toward payment of said note on the basis of the period of employment, the note in full to be canceled after two (2) school years of employment.

ARTICLE X Agency Service Fee

The Watertown Board of Education agrees to deduct through payroll deduction from the salary of each member of the bargaining unit a service fee equal to the proportionate share of the Watertown Administrators' Association membership dues attributable to the costs of collective bargaining, contract administration and grievance adjustment. The amount of the deduction from

each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks from, and including the first paycheck in October and including the last paycheck in May. The Association shall certify the amount of membership dues and the amount of the service fee by September 15 each year.

ARTICLE XI Jury Duty

An administrator who is called for jury duty shall notify the Superintendent within twenty-four hours of receiving notification. If he or she is not excused from jury duty, he or she shall receive necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive the difference in pay between the jury fee he/she receives for the jury duty and the amount of his/her salary.

Article XII Childbearing/Childrearing Leave

1. Childbearing Leave

Any administrator who becomes pregnant shall be granted childbearing leave in accordance with applicable state and federal law. Medical coverage will be maintained from the commencement of the leave through the birth of the child or as provided by law if that is a longer period.

2. Childrearing Leave

Any administrator who is expecting a child, or whose spouse is expecting a child, or who is adopting a child, at the Board's option, be granted a long-term leave, up to one school year, without pay for the purposes of childrearing.

The administrator shall request such leave at least sixty (60) days prior to the anticipated commencement of such leave. To minimize program or building disruption, such leave shall

commence at the beginning of the school year when the start date is within thirty school days after the beginning of the school year.

An administrator who is granted a childrearing leave may elect to continue such medical coverage at his/her own expense for the duration of the leave. If FMLA provides for paid medical benefits for some period, they will be provided.

To minimize program or building disruption upon return from childrearing leave, such leave shall terminate only at the beginning of the school year or at the beginning of the second semester of the school year.

ARTICLE XIII Authorized Leave

Administrators with five years experience may apply for a leave of absence for the following reasons:

1. Graduate Study
2. Elective Office

The Board in its sole discretion may grant such leave for a period not to exceed one year or, in the case of elective office, in accordance with the provisions of Section 10-156e and 31-51e of the Connecticut General Statutes as amended. The administrator may continue insurance coverage at his/her own expense during such leave.

ARTICLE XIV Coursework Reimbursement

Each member of this Association shall annually be eligible for up to \$400 of the reimbursement for costs generated from the successful completion of staff development efforts either recommended by or taken with the advance approval of the Superintendent. Courses taken as a part of the CEU requirement shall not apply.

ARTICLE XV
Dues Payment

The Watertown Board of Education shall pay the dues of Watertown administrators who belong to EMSPAC and CASSP.

ARTICLE XVI
Working Conditions

On days when school is not in session due to inclement weather, administrators may choose to work from home, up to a maximum of three (3) work days, subject to the prior approval of the Superintendent.

ARTICLE XVII
Duration

This Agreement shall be effective July 1, 2017 through June 30, 2020, and with the exceptions set forth in this Agreement neither party shall be obligated to negotiate over any item, whether or not it is covered by this Agreement, during its term. Notwithstanding the above, the Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article III ("Insurance Benefits") (including any related appendices) for the purpose

of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

WATERTOWN BOARD OF EDUCATION

Leslie Crotty

3/6/17
(Date)

WATERTOWN ADMINISTRATORS'
ASSOCIATION

Marylu Thuy

3.3.17
(Date)

APPENDIX A
SALARY SCHEDULES

	2017-2018			
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
High School Principal	130,237	133,009	135,780	138,549
Middle School Principal	125,370	128,036	130,704	133,372
Elementary Principals	115,632	118,092	120,553	123,012
Assistant Principals; Reading Language Arts Consultant/Testing and Supervisor of Special Education	109,731	112,066	114,400	116,735
Athletic Director	96,000	98,043	100,084	102,127

There shall be step advancements during the 2017-18 contract year.

	2018-2019			
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
High School Principal	132,842	135,669	138,496	141,320
Middle School Principal	127,877	130,597	133,318	136,039
Elementary Principals	117,945	120,454	122,964	125,472
Assistant Principals; Reading Language Arts Consultant/Testing and Supervisor of Special Education	111,926	114,307	116,688	119,070
Athletic Director	97,920	100,004	102,086	104,170

There shall be step advancements during the 2018-19 contract year.

	2019-2020			
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
High School Principal	134,503	137,365	140,227	143,087
Middle School Principal	129,475	132,229	134,984	137,739
Elementary Principals	119,419	121,960	124,501	127,040
Assistant Principals; Reading Language Arts Consultant/Testing and Supervisor of Special Education	113,325	115,736	118,147	120,558
Athletic Director	99,144	101,254	103,362	105,472

There shall be step advancements during the 2019-20 contract year.

APPENDIX B

GET UPDATED SUMMARY SHEET FROM MILLIMAN

Marylú Lerz

From: Ritter, Jessica L. <JRitter@goodwin.com>
Sent: Friday, March 03, 2017 1:50 PM
To: Jill Browne; Marylu Lerz
Cc: Elese Taylor
Subject: RE: WAA Contract

Thank you, Marylu and Jill. Steve May is following up with Anthem!

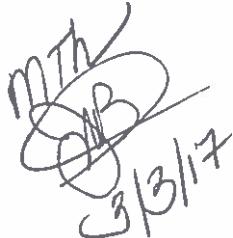
From: Jill Browne [<mailto:BrowneJi@watertownps.org>]
Sent: Friday, March 03, 2017 1:34 PM
To: Marylu Lerz
Cc: Ritter, Jessica L.; Elese Taylor
Subject: WAA Contract

Hi Marylu –

At your request, as we are waiting for the receipt of the health insurance summaries, this email is confirmation that there is no change to the coverage in place. It is vital that we sign off on the ratified agreement in order to file with the Town.

Thank you for agreeing to meet me today in order to sign the bargaining unit agreement. I will see you shortly.

Jill M. Browne
Watertown Public Schools
District Business Manager/HR Director
(860) 945-4804
browneji@watertownps.org


3/3/17

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