

**AGREEMENT**

**BETWEEN**

**THE WOODBRIDGE BOARD OF EDUCATION**

**AND**

**THE WOODBRIDGE ASSOCIATION OF SCHOOL  
ADMINISTRATORS**

**JULY 1, 2018 TO JUNE 30, 2021**

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## ARTICLE I RECOGNITION

The Board recognizes the Woodbridge Association of School Administrators ("Association") as the exclusive bargaining agent for the following positions: school principal, assistant principal and special services director, excluding temporary substitute employees of the Board of Education. These positions shall be collectively referred to as the bargaining unit.

As used in this Agreement, the term "Board of Education" or "Board" shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent," as used in this Agreement, shall mean the Superintendent or his or her designee.

## ARTICLE II DURATION

The provisions of this agreement shall be effective as of July 1, 2018, and shall continue and remain in full force and effect to and including June 30, 2021.

## ARTICLE III AGREEMENT

This agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association; which amendment shall be appended hereto and become a part thereof.

## ARTICLE IV DUE AND SERVICE FEES

### A. Conditions of Continued Employment

All bargaining unit members employed by the Board shall, as a condition of continued employment, join the Union or pay a service fee to the Union. Said service fee shall be in an amount equal to the proportion of membership dues uniformly required of members to underwrite the cost of collective bargaining, contract administration and grievance adjustments.

### B. Deductions and Transmittals

The Board agrees to deduct from each bargaining unit member's salary by means of payroll deduction either:

1. The Union dues  
or
2. An annual service fee

Dues shall be deducted in twenty (20) equal amounts from the first two (2) paychecks per month throughout the year. The service fee shall be deducted in twelve (12) equal amounts from the first two (2) paychecks per month, commencing with the first paycheck in January through and including the second paycheck in June. The amount of Association dues shall be certified to the Board no later than August 15 of each year, and the amount of the service fee shall be certified to the Board no later than December 15 of each year.

C. Subsequent Employment

Those administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year. Those administrators whose employment terminates before the end of the school year shall not be required to pay any dues amount after termination. The Board of Education shall provide the Association with a list of all bargaining unit members each school year. Such list will be provided to the Association no later than the first paycheck in October. The Board shall notify the Association of any changes in said list as they occur.

D. Indemnification

The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability, including but not limited to attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by or against the Board of Education for complying with the provision of this Article.

ARTICLE V  
BOARD POLICIES

The Board shall provide each bargaining unit administrator with a complete, signed copy of this agreement.

In the event there is a Board policy which conflicts with this agreement, such conflicting policy shall be superseded by the terms of this agreement except for policies reflective of state statute that may suspend terms of this agreement.

ARTICLE VI  
NON-DISCRIMINATION CLAUSE

The parties agree that there shall be no discrimination against any administrator or applicant for employment by reason of race, creed, color, marital status, age, sex or national origin, political beliefs or activities, and handicaps as provided by law.

ARTICLE VII  
BENEFITS

A. Health Benefits

Employees shall receive the following medical insurance benefits.

1. A plan, with the following features:

A high deductible health plan (HDHP), with a health savings account ("HSA") and deductibles of \$2,000/\$4,000 funded 50% by the Board, In-Network coinsurance of 100% and post deductible prescription copayment as set forth in Section 3a below; In-Network out-of-pocket maximums of \$3,000/\$6,000 and Out-of-Network out-of-pocket maximums of \$4,000/\$8,000. Administrators not eligible to participate in an HSA shall have the option of participating in a health reimbursement account (HRA). The Board shall contribute fifty (50%) percent of the above deductibles into a health savings account ("HSA") funded July 1<sup>st</sup>.

2. a. During the contract, the cost of the above health insurance plans shall be shared as follows:

|           | <u>Administrator</u> | <u>Board</u> |
|-----------|----------------------|--------------|
| 2018-2019 | 14%                  | 86%          |
| 2019-2020 | 15%                  | 85%          |
| 2020-2021 | 16%                  | 84%          |

- b. The Board shall make a premium conversion plan and flexible spending account available to administrators for the payment of health insurance premiums, medical care costs, and dependent care costs to the extent permitted by and subject to terms of section 125 of the Internal Revenue Code.
3. a. Prescription drug benefit (standard Anthem plan, i.e. not public sector) with an unlimited maximum and co-payments of \$5 for generic drugs, \$25 for brand name drugs and \$40 for non-preferred name brand (non-listed) drugs; one times retail copays for mail order (\$10/\$50/\$80). There may be concurrent review for manufacturers' dosage limits and drug interactions. Prescriptions may be filled for up to 34 days or up to 100 units doses at retail or a 35 to 100 day supply by mail order. Experimental drugs for cancer treatment, undergoing clinical trials, are covered, while other drugs require FDA approval. The above copayments shall apply after the deductibles are met.

- b. A full service dental plan (substantially equivalent to or better than the current plan) with additional coverage for orthodontics, caps and crowns, and prosthodontics.
- c. Vision Care Rider
- d. Life Insurance equal to two times (2x) the administrator's salary rounded to the nearest \$1,000

5. Continuation of Medical Coverage

Upon retirement from the Woodbridge Public Schools under the provisions of the Connecticut State Teachers' Retirement System, and not less than ten (10) years (five (5) years for administrators hired before July 1, 2018) of employment in Woodbridge, an administrator/spouse may continue participation in the employee medical coverage plan, and as said plan may be subsequently amended or modified, at the employee's own expense until age 65.

At age 65 and above, coverage for retiree and spouse shall be under the State of Connecticut Teachers' Retirement Board Health and Prescription Drug Benefits Plan, including but not limited to medical, dental, prescription drug, vision and hearing care plans provided by the State of Connecticut Teachers Retirement Board ("TRB"). The Woodbridge Board of Education agrees to pay the unsubsidized premium cost of all retiree and spouse TRB plan coverages.

B. Voluntary Waiver of Health Insurance Coverage

- a. Any administrator may elect, on a completely voluntary basis, to waive or step down Board-provided health insurance coverage. Administrators electing to do so shall sign a voluntary waiver or step down of coverage from prior to the beginning of any contract year.
- b. In consideration of such voluntary waiver of insurance, the Board will pay \$1,800.00 per year in equal installments, payable on the regular payday, each year that the waiver is in force; and in consideration of such step down of insurance, the Board will compensate as follows: from family coverage to 2 person coverage, \$575.00 annually, from 2 person to individual coverage, \$985 annually, and from family to individual coverage, \$1,560 annually.
- c. Any administrator who, because of changed circumstances, wishes to revoke his or her insurance waiver may do so by notifying, in writing, the Superintendent of Schools. Upon receipt of such notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the administrator under Board-approved health insurance coverage.

- d. Insurance coverage waivers and step downs are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. Administrators who waive or step down insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period or periods. The terms of this waiver provision must also be acceptable to the underwriting carriers.
- e. The Board may increase any of the payments set forth herein at any time provided the Association is notified in writing of the Board's decision to do so.
- f. The Board shall implement a Section 125 plan in connection with this subsection.

C. Self-Insurance/Change of Carrier

- a. The Board shall have the right to self-insure in whole or in part in order to provide the insurance coverage set forth above, provided that there shall be no reduction or diminution in the above coverage and no increase in expense to any bargaining unit members, and provided further that coverage which result from self-insurance are at least equal to coverage described above, in terms of coverage, benefits and administration.

The President of the Association shall be notified in writing within thirty (30) days of any intention to self-insure or change carriers and shall have a reasonable opportunity to review the proposed changes. Should the Board and Association disagree that the changes proposed will provide coverage at least equal to the coverage, benefits and administration described above at no additional cost to staff members, the disagreement(s) shall be subject to impartial arbitration as set forth in Article XII of the Agreement, preferably before an arbitrator with experience and expertise in insurance matters. Arbitration may be demanded by either party and, should either party elect. No change of carrier or institution of self-insurance shall be made until the arbitrator has rendered his/her award.

This Section may be amended by mutual agreement or, absent agreement, through negotiations pursuant to Conn. Gen. Stat. 10-153f(e). Either party may initiate such negotiations by providing a written request for negotiations to the other party.

- b. The Board may change carriers or self insure for the benefits mentioned above provided that the coverage provided is substantially equivalent on an overall basis to the coverage specified above. "Substantially

equivalent" means that when the plan, benefits, coverage and function of the previous carrier or plan are compared to the current carrier or plan, they are approximately similar when compared in total, notwithstanding that individual or specific benefit level coverage or functions may be different or less than was provided in the previous plan.

D. Travel Expenses

Professional staff members using their own vehicles for approved professional activities (workshops, conference, professional days, etc.) shall be reimbursed by the Board of Education at the rate approved by the Internal Revenue Service.

E. Retirement Benefit

Upon retirement from the Woodbridge Public Schools under the provisions of the Connecticut State Teachers' Retirement system, an administrator shall be entitled to payment for each day of accumulated sick leave, not to exceed 30 days, at the daily rate pro-rated on the administrator's annual salary.

Upon the death of an employed administrator who has made application to the State of Connecticut for retirement and gives notification to the Woodbridge Board of Education, the benefits payable above, shall be made as directed by the last will and testament of such administrator; otherwise, to the administrator's spouse, if any; otherwise, to the administrator's children, if any; otherwise, to the administrator's estate.

F. Tuition for Children of Administrators

The children of administrators who do not reside in Woodbridge may attend school in Woodbridge School District, on a reduced tuition basis, subject to the following terms and conditions:

1. The administrator must pay as tuition, for any given school year, 50% of the per pupil cost of regular education for the prior school year, as reported in the District's strategic school profile.
2. Admission of new students shall be subject to available space as determined based upon the District's class-size guidelines.
3. Notwithstanding paragraph 2, once admitted, a student shall be allowed to remain through sixth grade irrespective of the class-size guidelines, provided the administrator remains employed by the Board.
4. The administrator shall be responsible for any cost beyond the regular education per pupil cost, including any special services required for the



student such as a one-on-one aide, out of district services, testing and the like.

5. The school district shall not be responsible for transporting the student.
6. Payment of such tuition and/or additional costs shall be made through payroll deduction.

**G. Annuity Plan**

- a. Administrators shall be eligible to participate in a voluntary tax-sheltered annuity plans as allowed by law. Enrollments or changes may be made by August 15 shall be effective with the first paycheck of the work year, December 15 shall be effective with the first paycheck in January, or by April 15 shall be effective with the first paycheck in May of any year. The number of said annuity plans shall not exceed ten (10), except that all current plans will continue in effect until terminated by each employee participating in a plan.

Determination of ten (10) annuity plans and any changes in those plans shall be mutually agreed upon.

- b. In addition to the voluntary employee contribution pursuant to Paragraph A above, the Board shall make a contribution on each administrator's behalf to a tax-sheltered annuity in an amount equal to two and one-half (2.5%) percent of the administrator's salary for the year in which the contribution is made. The contribution made by the Board shall be considered part of the administrator's "base salary" for purposes of reporting such to the Teachers' Retirement Board.

**ARTICLE VIII  
DUTIES**

The employees covered by this Agreement shall devote their full business energies to the performance of their assignment.

**ARTICLE IX  
PROFESSIONAL DEVELOPMENT**

In the event an employee elects to pursue a continuing education program, leading to an advanced degree (Master's Degree or Doctorate) in education, subject to prior approval by the Superintendent, the Board shall reimburse said employee for the cost of tuition in an amount not to exceed Two-Thousand (\$2,000) per year upon written submission of appropriate documentation to the Board's Business Office and the Superintendent of Schools.

ARTICLE X  
LEAVES OF ABSENCE

A. Personal Illness

Administrators shall receive eighteen (18) sick days per work year, cumulative to a maximum of 223 days, which may be used when employees are unable to perform work assignments due to illness or injury.

Five (5) days of sick leave per year may be used by the staff member to cover family illness.

B. Bereavement

Absence due to death in the family will be allowed for a period up to five days. An extension may be granted by the Superintendent if there are any extreme conditions of travel, unusual responsibilities, etc.

C. Vacation

On July 1, administrators shall accrue twenty-five (25) vacation days, to be scheduled during that fiscal year, upon the agreement with the Superintendent of Schools. Vacation days are exclusive of legal holidays. Vacation days may be accumulated as follows: As of May 1<sup>st</sup> of each year, the maximum number of accumulated vacation days shall not exceed fifteen (15) days. Vacation days in excess of fifteen (15) days will be lost as of May 1<sup>st</sup> each year. The administrator shall be paid for accrued unused vacation days on a pro rata basis only upon termination/resignation/retirement.

In addition to the aforementioned Vacation days, four (4) days per year may be taken as personal leave for legal, business, religious, medical, educational or family matters. These days will not be granted prior to or immediately following holidays or vacation or to extend the provisions of the sick leave article. Application for this leave shall be made to the Superintendent in writing at least forty-eight (48) hours (except in the case of an emergency) before said leave is scheduled to begin.

The bargaining unit members shall receive the following holidays provided school is not in session:

|                        |                            |
|------------------------|----------------------------|
| New Years Day          | Labor Day                  |
| Martin Luther King Day | Columbus Day               |
| President's Day        | Thanksgiving Day           |
| Good Friday            | Day Following Thanksgiving |
| Memorial Day           | Christmas Eve              |
| Fourth of July         | Christmas Day              |
| Yom Kippur             |                            |

D. Legal Commitments and Transactions-Jury Duty

All administrators shall be granted leaves of absence with pay on days required for jury duty, or for responding to any legal summons or subpoena for court appearances in which the administrator is neither a defendant nor a plaintiff. An amount equivalent to payments received for jury services shall be deducted from administrator's regular salary.

E. Family and Medical Leave

Family and medical leaves will be granted in accordance with applicable law.

F. Extended Disability

Unpaid leaves of absence of up to six (6) months beyond regular sick days and accumulated unused sick leave shall be available for such reasonable further period of time as an administrator is determined by his/her physician to be disabled from performing the duties of his/her job by reason of such temporary disability. Requests for such leave should be made in writing to the Superintendent and approved by the Board, whenever an individual becomes aware of the need for such leave.

ARTICLE XI  
GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against any employee by reason of his/her membership in a professional organization or participation in its activities.
- B. All provisions of this agreement shall apply equally to all employees without discrimination in regard to age, race, creed, disability, color, religion, nationality, sex, or marital status.
- C. A complete and updated copy of Board Policies shall be made available in the Central Office. An additional copy will be filed with the Administrator president, if requested.

ARTICLE XII  
GRIEVANCE PROCEDURES

GRIEVANCE PROCEDURES

A grievance shall mean a complaint by an employee covered by this agreement that his/her rights under the specific language of this agreement have been violated or that as to him/her there has been a misapplication or misinterpretation of one or more specific provisions of this agreement. Grievances will identify the agreement provisions alleged to have been misapplied or misinterpreted and the specific redress sought for such alleged misapplication or misinterpretation.

### Time Limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum. The time limits specified may, however, be extended by written agreement of the Superintendent and the President of the Association.
- b. If an employee does not file a grievance in writing within twenty (20) days after he/she knew, or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- c. Failure by the aggrieved employee at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptable of the decision at that level.
- d. "Days" shall be defined as work days.

### Informal Procedure

- a. If an employee feels that he/she may have a grievance he/she may first discuss the matter with his/her superintendent in an effort to resolve the problem informally.
- b. In the event he/she is not satisfied with the disposition of the matter he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the Superintendent.

### Formal Procedure

#### Level One - Superintendent

- a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at the Informal Level, then he/she must then file his/her written grievance with the Association for referral to the superintendent of schools.
- b. The superintendent shall, within ten days after receipt of the referral, meet with the aggrieved employee and with representatives of the Union for the purpose of resolving the grievance. A full and accurate report of such hearing shall be kept by the superintendent and made available to any party in interest upon written request.
- c. The superintendent shall, within three days after the hearing, render her decision and the reasons therefore in writing to the aggrieved employee with a copy to the Union.

### Level Two - Board of Education

- a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three days after the decision or within six days after the hearing, file the grievance again with the Union for appeal to the Board of Education.
- b. The Union shall, within three days after receipt of appeal, refer the appeal to the Board of Education.
- c. The Board of Education shall, within twenty (20) days after receipt of the appeal, meet with the aggrieved employee and with representatives of the Union for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the superintendent and made available to any party in interest upon written request.
- d. The Board shall, within seven (7) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved employee with a copy to the Union.
- e. The Union and the Board can mutually waive the Level Two Grievance process and proceed to Level Three.

### Level Three - Arbitration

- a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision request in writing to the president of the Union that his/her grievance be submitted to the American Arbitration Association for arbitration.
- b. The Union may, within five (5) days after receipt of such request, submit, the grievance to arbitration by so notifying the Board in writing.
- c. The decision of the arbitrator shall be final and binding upon all parties in interest.
- d. The costs for the services of the arbitrator shall be borne equally by the Board and the Union.

## ARTICLE XIII JUST CAUSE

Bargaining unit members will not be disciplined, reprimanded or suspended without pay, without just cause. The provisions of Connecticut General Statutes § 10-151 set forth the exclusive procedure for termination or non-renewal of employment contracts.

ARTICLE XIV  
SEVERABILITY

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

ARTICLE XV  
SALARIES

Bargaining unit members shall receive the wages set forth in Schedule A.

An educational stipend of \$2,000 (not part of the base salary) shall be paid annually to any administrator that holds an earned doctoral degree in education from an accredited institution.

ARTICLE XVI  
BOARD RIGHTS AND RESPONSIBILITIES

All rights granted to the Board of law shall continue to remain vested in the Board, whether or not exercised, unless specifically limited by the express provisions of this Agreement.

In the agreement to the foregoing, the parties affix their signatures hereto this \_\_\_\_\_ day of August, 2017.



FOR THE WOODBRIDGE  
BOARD OF EDUCATION



FOR THE WOODBRIDGE  
ASSOCIATION OF SCHOOL  
ADMINISTRATORS

8-21-17

DATE

8/21/17

DATE

SCHEDULE A  
WAGES 2018-2021

| <u>Position</u>                | <u>2018-19</u> | <u>2019-20</u> | <u>2020-21</u> |
|--------------------------------|----------------|----------------|----------------|
| Elementary Principal           | \$149,992      | \$154,492      | \$159,127      |
| Director/Special Services      | \$143,713      | \$148,025      | \$152,465      |
| Elementary Assistant Principal | \$124,476      | \$128,210      | \$132,057      |