

AGREEMENT
OF THE
WALLINGFORD BOARD OF EDUCATION
AND THE
EDUCATIONAL ADMINISTRATORS’
ASSOCIATION
OF WALLINGFORD
2012-2015

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A. Recognition:

The Wallingford Board of Education (Board) hereby recognizes the Educational Administrators' Association of Wallingford (EAAW) as the exclusive representative for purposes of collective bargaining pursuant to Connecticut General Statutes, Section 10-153 (a)-(g), as amended by Public Act 76-403, for all certified professional employees employed by the Board in positions requiring an intermediate administrator's or supervisor's certificate, excluding Central Office.

B. Reduction in Force:

It is understood that it is within the discretion of the Board to reduce the educational program including a reduction in staff when economic, pupil enrollment decline, or other justifiable reasons dictate.

In the event that positions covered by this Agreement are eliminated, the following procedure will be used:

1. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening, if one exists, in his/her classification for which he/she is certified. In no case, however, will an assistant principal be automatically promoted to a principalship.
2. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least administrative seniority in his/her classification provided that he/she is certified for the position and that an assistant principal does not replace a principal.
3. If there is no existing administrative opening in his/her classification and the displaced administrator has the least administrative seniority in his/her classification, he/she will be offered an administrative opening, if one exists, in any other lower classification for which he/she is certified and qualified. The displaced administrator, however, does not lose any rights to apply and be considered for administrative promotional opportunities outside of his/her classification.
4. If there are no administrative openings in any administrative classifications and the displaced administrator has the least administrative seniority in his/her present classification but has administrative seniority over an administrator in another classification for which the displaced administrator is certified, he/she will NOT be offered any position outside of his/her classification.

B. Reduction in Force (continued):

5. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position subject to the Reduction in Force provision of the Wallingford Education Association's contract with the Wallingford Board of Education.
6. Any administrator who has been displaced as aforesaid shall be placed on a reappointment list for two (2) years for his former administrative position and shall remain thereon until reappointed, provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified according to their administrative seniority. If a reappointment is offered consistent with the above and refused by an administrator, he/she shall thereupon be removed from the reappointment list.
7. For the purpose of this Article, administrative classifications shall be as follows:
 - a. High School Principal and Assistant Principal
 - b. Director of Pupil Personnel Services
 - c. Middle School Principal and Assistant Principal
 - d. Elementary School Principal
 - e. Coordinator of Special Education
 - f. Director of Adult Education
 - g. High School Assistant Principal (10 month)
8. "Administrative seniority" means the aggregate amount of time served in an administrative position(s) in the Wallingford Public Schools.

C. Administrative Assignments:

In the event the Superintendent or his/her designee decides to change or alter the duties or responsibilities of any position represented by the Association, he/she shall notify the Association at least thirty (30) days prior to the proposed change. The Association shall have an opportunity to meet and consult with the Superintendent or his/her designee prior to the proposed change becoming operational. The decision of the Superintendent or his/her designee shall be final. The administration may request to bargain the impact, if any, of such change.

D. Management Council:

The Board agrees to the establishment of a Management Council, which will consist of members of the Board, the EAAW, the Superintendent or his/her designee to meet quarterly, or as needed to discuss policies, practices, or concerns that affect middle management.

E. Dues Deduction and Service Fee Deduction:

1. All administrators as defined in this agreement and employed by the Wallingford Board of Education shall, as condition of continued employment, join the Education Administrators' Association of Wallingford or pay a service fee to the EAAW. Said service fee shall be equal to the proportion of dues required of members to underwrite the costs of collective bargaining and contract administration.
2. The Wallingford Board of Education agrees to deduct from each administrator an amount equal to the Association membership dues or service fee by means of payroll deductions. 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 September through and including the last paycheck in June. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

F. Principals of Administration:

The following principals of administration must be applied to maintain the equity and internal consistency of the classification plan:

1. Annual salaries as well as position titles will be indicated on the administrative form. Salary agreements will be issued annually. A conference with the Superintendent of Schools or his/her designee will be held for the purpose of discussion and explanation of the next year's rate of salary.
2. An additional stipend may be granted in any one year, to reward or recompense administrators, supervisors, or coordinators, who upon the request of the Superintendent or his/her designee, have satisfactorily undertaken additional assignments or assume further program responsibilities, (example: summer school, special programs, curriculum research, etc.).
3. Vacation schedules
 - a. Vacation schedules shall be submitted to the Superintendent of Schools or his/her designee for prior approval of the Superintendent or his/her designee. Administrators will make every effort not to take vacation time when students are in school, and actions for approval of vacation schedules by the Superintendent or his/her designee will take this factor into account. In planning schedules, administrators should note that no vacation days are to be planned during the two weeks preceding the opening of school in September or the week succeeding the closing of school in June. Any unused vacation days at the end of June, up to a limit of ten (10) days, may be carried over to the next year and are to be utilized prior to August 15th.
 - b. Vacation – 6 weeks for all administrators.
Administrators earn vacation at the rate of 2 ½ days per month of employment to be expended during the next fiscal year.

G. Longevity:

5 years in Wallingford	-	\$ 625
10 years in Wallingford	-	750
15 years in Wallingford	-	875
20 years in Wallingford	-	1,000
25 years in Wallingford	-	1,250
30 years in Wallingford	-	1,500

Members hired after July 1, 1996 will not receive longevity payments.

H. Fringe Benefits:

1. Sick Leave

- a. 20 days annually
- b. 200 days cumulative

2. Retirement or Death

- a. Administrators who have completed ten years as an administrator in the Wallingford public schools shall be eligible for retirement or death benefits using the following formula:

$$\frac{\text{Maximum of 130 Days of Accumulated Sick Leave}}{260 \text{ Day Work Year}} \times \text{Annual Base Salary}$$

(maximum payment of \$54,000)

For administrators hired on or after July 1, 2012, the maximum amount collectible in retirement or death benefits shall be \$25,000.

- b. In order to receive their severance pay, administrators shall notify the Assistant Superintendent for Personnel, in writing, of their intention to retire by November 1st of the year preceding the fiscal year in which the retirement is to occur. Failure to provide timely notification may result in the delay of severance payment.
- c. In the case of an administrator's death, after proper notification has been made, the benefits shall be paid to his/her estate in a timely and reasonable period.

3. Medical Coverage

- a. PPO Plan with the following components:

Home/Office	\$25
In-Patient/Out-Patient	\$250
Urgent Care	\$75
Emergency Room	\$125

H. Fringe Benefits (continued):

Three tier Managed Prescription Plan with a \$40-\$25-\$5 co-payment. The Rx Cap shall be \$2000.

- b. Full dental plan and full vision plan or mutually agreed upon equivalent. The bargaining unit agrees to waive for its members the Anthem Blue Cross/Blue Shield Plan (or mutually agreed upon equivalent) where a spouse of the member who has full service dental family coverage is employed by the Board of Education.

Dental Rider A shall be made available to Administrators. The premium for Dental Rider A shall be paid 100% by the Administrator.

- c. Waiver of Insurance Coverage

Notwithstanding the PPO Plan dental insurance and vision care above, administrators may elect to waive all health insurance including Century Preferred vision care and dental insurance coverage in lieu thereof receive a yearly payment of thirty (30) percent of the Board's yearly premium cost for the appropriate coverage (individual, individual/spousal, and family). An employee is not eligible for this thirty (30) percent payment if his or her spouse takes insurance from the Wallingford Board of Education or the Town of Wallingford. To facilitate the insurance waiver, the Board shall adopt a "Section 125 Plan" as in effect as of the date set forth herein. Group Life Insurance, Long-term Disability Insurance and Early Incentive for Retirement shall not be part of any waiver of insurance coverage.

Administrators who wish to participate in one school year, will sign an agreement form by the previous May 15th, so as to take effect on September 1st and continue for twelve (12) months through the following August 31st.

Payment to those administrators waiving coverage will be made in two (2) installments by March 1st and June 15th of the school year during which the waiver has been in effect. (Such payment is subject to applicable Federal and State taxes.)

A waiver may be revoked only as of September 1st of any year by giving notice in writing to the Wallingford Board of Education by the preceding May 15th, except that changes in an administrator's status due to loss of spousal coverage for such reasons as death, unemployment, divorce or other equally serious circumstances, neither contrived nor controllable, and neither foreseen nor foreseeable by that administrator shall permit the administrator to revoke the waiver at any time. It is agreed that a variance in the coverages available at any particular time to that administrator and/or his/her spouse is not a circumstance allowing revocation except for total revocation by the spouse's employer of one or more group plans. The burden of proof as to the right to revoke the waiver shall be on the administrator.

H. Fringe Benefits (continued):

It is the individual administrator's responsibility to satisfy all requirement(s) of timely notification. Neither the Board nor the Association are financially responsible for any medical bills which result from an administrator failing to provide the required written timely notification as per this contract.

Administrators who elect this waiver recognize and agree that neither the Wallingford Board of Education nor the Educational Administrators' Association of Wallingford is responsible if such individual and his/her dependent(s) are denied re-entry or (entry) into the group medical insurance program, or if such individual and his/her dependent(s) are subject to other limitations or waiting periods. In addition, such administrator agrees that any disputes or complaints that may develop as above are not subject to the grievance procedure under the collective bargaining agreement.

Upon revocation of the waiver, coverage by Anthem Blue Cross/Blue Shield Century Preferred Plan or the PHS shall be subject to any regulation or policy restrictions, including waiting period, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the administrator and the Board so as to insure that the pro-rated basis for the waiver payment was accurate.

d. Medical Co-payment

For 2012/13, administrators shall pay eighteen percent (18%) of the premium cost for the aforementioned medical insurance program.

For 2013/14, administrators shall pay nineteen percent (19%) of the premium cost for the aforementioned medical insurance program.

For 2014/15, administrators shall pay nineteen and one-half percent (19.5%) of the premium cost for the aforementioned medical insurance program.

Payment will be made through payroll deductions. To facilitate the insurance co-payment, the Board shall adopt a Cafeteria Plan/Salary Reduction Agreement under Section 125 of Internal Revenue Code of 1986 as amended (the Section 125 Plan) as in effect as of the date set forth herein.

e. Admission Planning Services

The Board shall include the Admission Planning Services Program of Blue Cross and Blue Shield of Connecticut as part of the existing medical insurance program.

H. Fringe Benefits (continued):

f. Change of Insurance Carrier

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 overall level of benefits, when considered as a whole, remains substantially equivalent to the overall level of benefits in effect immediately preceding any such change.

4. Professional Development

Superintendent may approve requests for participation in conference, courses, professional leaves and technology, when such requests are accompanied by a clear objective as related to the strategic plan. Such approvals shall not exceed \$10,000 per year for the bargaining unit.

5. Life Insurance

- a. Term Life - \$300,000
- b. Accidental Death & Dismemberment - \$300,000

6. Income Protection Plan

60% of salary up to \$6,000 per month – 200 day waiting period. The Board will insure those members not having attained 200 days in the following manner: after sick days are exhausted and all available vacation is utilized, Board coverage will be limited to \$1,000 per month for the interim period not covered.

7. Early Retirement Incentive Plan

Administrators who retire permanently from the Wallingford Public Schools between the ages of 55 and 60 will retain their medical insurance coverage, as described in Section H-3 fully paid for by the Board. Between the ages of 61 and 65 the retiree may elect to participate in a co-payment plan for these medical insurances. The retirees shall pay one-half of the premium and the Board shall pay one-half of the premium.

Administrators who retire permanently from the Wallingford Public School System may elect (at the retiree's cost) to retain \$100,000 or \$150,000 of their life insurance coverage as described in Section 4.a until their 75th birthday.

It shall be the responsibility of the administrator upon reaching age 61 electing above said plans of insurance to make payment of premiums at least 30 days in advance of the date upon which the Board is required to submit payment to the carrier to the Board of Education Business Office either in person or by certified mail. Individual administrators electing such plans as well as the Association agree to Save Harmless the Board of Education from any and all claims arising from the implementation of this retirement provision.

I. Holiday Schedule:

- | | |
|---------------------------|----------------------------|
| 1. Independence Day | 8. Christmas Day |
| 2. Labor Day | 9. New Year's Day |
| 3. Columbus Day | 10. Martin Luther King Day |
| 4. Veteran's Day | 11. Presidents' Day |
| 5. Thanksgiving Day | 12. Good Friday |
| 6. Day after Thanksgiving | 13. Memorial Day |
| 7. Christmas Eve | |

J. Annual Mileage Reimbursement:

High School Principal and Assistants	\$350
10 Month High School Assistant	\$250
Middle School Principal and Assistants	\$300
Elementary School Principals	\$250
Director of Pupil Personnel Services	\$800
Director of Adult Education	\$500
Coordinator of Special Education	\$600

K. Grievance Procedure:

1. LEVEL ONE: A grievance shall mean a complaint by an employee or the Association 1) that as to him/her/it there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement; or, 2) that there has been a failure to follow the established procedures of the school district's evaluation program.
 - a. Any member of the unit having a grievance shall submit the matter in writing to the Superintendent of Schools or his/her designee within fifteen (15) school days of the occurrence of the event or condition on which it is based.
 - b. The Superintendent of Schools or his/her designee will discuss the matter with the members of the unit within ten (10) school days of receipt of the grievance and shall respond to the member in writing within ten (10) school days following such discussion.
 - c. Members have the right to have the Union President or his/her designee represent him/her at each level of the grievance procedure.
 - d. Any grievance which is not presented at Level One shall be considered waived and may not be processed through this procedure.

K. Grievance Procedure (continued):

2. LEVEL TWO: If the grievance or concern as defined in Level One is not satisfactorily resolved at that level, the member may submit the matter in writing to the Board of Education within five (5) school days from receipt of the Superintendent or his/her designee's decision. The Board of Education or an appropriate subcommittee shall hear the matter within thirty (30) school days of its receipt and respond in writing within ten (10) school days of the hearing.
3. LEVEL THREE: If the grievance as defined in Level One is not satisfactorily resolved at Level Two, the Association may submit the matter in writing to the American Arbitration Association within ten (10) school days of receipt of the Board of Education's decision. Selection of the arbitrator shall be according to the rules of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude the parties within said ten (10) school day period from agreeing voluntarily upon an arbitrator of their own choosing. The decision of this arbitrator shall be final and binding on both parties. The cost of arbitration shall be shared equally.

Representation:

- a. When the Union is not representing a unit member, the Union shall be notified by Central Office of the receipt of a written grievance and shall also be notified in writing of the meeting dates and times, and shall have the right to be present and to state its views at all formal stages of the procedure.
- b. Any party may be represented at Level One and Two of the grievance procedure by a person of his own choosing but such person may not act as a representative of the Union.
- c. Level Three of the grievance procedure may be initiated only by the Union.

Time Limits:

- a. Any time limit in this procedure may be waived by mutual agreement by the Association and the Board.

L. Just Cause:

No administrator shall be disciplined (except for oral reprimands not recorded) without just cause. The provisions of Section 10-151 of the Connecticut General Statutes, however, set forth the exclusive procedure for termination or non-renewal of contracts of employment.

M. Duration:

This agreement shall cover the fiscal period beginning July 1, 2012 and ending June 30, 2015.

This document contains the full and complete agreement between the respective parties.

WALLINGFORD BOARD OF EDUCATION

Date

By _____
Thomas P. Hennessey, Chairperson

**EDUCATIONAL ADMINISTRATORS'
ASSOCIATION OF WALLINGFORD**

Date

By _____
Richard Pizzonia, President

Wages:

Effective July 1, 2012

<u>2012-2013</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
High School Principal	\$131,721	\$133,981	\$136,873
Director of Pupil Personnel Services	\$127,443	\$129,665	\$132,492
Middle School Principal	\$127,443	\$129,665	\$132,492
Elementary School Principal	\$124,219	\$126,477	\$129,332
High School Assistant Principal	\$123,760	\$125,980	\$128,791
Director of Adult Education	\$120,244	\$122,501	\$126,248
Middle School Assistant Principal/ Coordinator	\$118,129	\$120,348	\$124,045
High School Assistant Principal (10 Month)	\$109,313	\$110,740	\$112,222

Effective July 1, 2013

<u>2013-2014</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
High School Principal	\$134,290	\$136,594	\$139,542
Director of Pupil Personnel Services	\$129,928	\$132,193	\$135,076
Middle School Principal	\$129,928	\$132,193	\$135,076
Elementary School Principal	\$126,641	\$128,943	\$131,854
High School Assistant Principal	\$126,173	\$128,437	\$131,302
Director of Adult Education	\$122,589	\$124,890	\$128,710
Middle School Assistant Principal/Coordinator	\$120,433	\$122,695	\$126,464
High School Assistant Principal (10 Month)	\$111,445	\$112,899	\$114,410

Effective July 1, 2014

<u>2014-2015</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
High School Principal	\$136,909	\$139,258	\$142,263
Director of Pupil Personnel Services	\$132,462	\$134,771	\$137,710
Middle School Principal	\$132,462	\$134,771	\$137,710
Elementary School Principal	\$129,110	\$131,457	\$134,425
High School Assistant Principal	\$128,633	\$130,942	\$133,862
Director of Adult Education	\$124,979	\$127,325	\$131,220
Middle School Assistant Principal/Coordinator	\$122,781	\$125,088	\$128,930
High School Assistant Principal (10 Month)	\$113,618	\$115,101	\$116,641

ADDENDUM #1

10 Month High School Assistant Principal

Work Year: 200 Days – All student days plus additional days to be scheduled with principal (will not work on cancelled days).

Sick Days: 15 per year (accumulated up to 150 days)

Severance Payment:
$$\frac{\text{Maximum of 100 Days of Accumulated Sick Leave}}{200 \text{ Days}} \times \text{Annual Base Salary}$$

(maximum payment of \$40,000)

MEMORANDUM OF AGREEMENT

In the recently concluded negotiations between Wallingford Board of Education and the Educational Administrators' Association of Wallingford the parties agreed as follows:

(1) For the 2012-13 school year only, each administrator on top step (not receiving step movement) shall have his/her base salary increased by one percent (1.00%) from which total base salary the administrator shall pay through a reduction in his/her total base salary (elective deferral) the amount of one percent (1.00%) each year to an annuity. This 1% increase shall not be reflected in the salary schedule. This benefit sunsets at the conclusion of the 2012-13 school year.

(2) For purposes of Bereavement Leave, "civil unions" are included as part of the definition of "family."

WALLINGFORD BOARD OF EDUCATION

Date By _____
Thomas P. Hennessey, Chairperson

EDUCATIONAL ADMINISTRATORS' ASSOCIATION OF WALLINGFORD

Date By _____
Richard Pizzonia, President

MEMORANDUM OF AGREEMENT

Between

**EDUCATIONAL ADMINISTRATOR'S ASSOCIATION
OF WALLINGFORD**

AND

WALLINGFORD BOARD OF EDUCATION

The purpose of this document is to clarify an agreement that existed between the Wallingford Board of Education and the EAAW via past practice.

- **Leave for Family Illness and/or Bereavement**

Each administrator shall be entitled to five (5) days leave noncumulative from July 1, 2012 to June 30, 2015 for family illness or for bereavement.

This will not be deducted from the administrator's accumulated sick leave.

- **Leave for Personal Reason**

Each administrator shall be entitled to two (2) days leave noncumulative from July 1, 2012 to June 30, 2015 for personal or business requirements, which cannot be conducted except during scheduled working hours. The request for personal leave is to be forwarded directly to the Director of Human Resources. Except in unusual circumstances, it is expected that such leave will be granted.

This memorandum of agreement does not establish past practice or precedent for any future proceeding between the parties, is valid only for the dates listed above and shall not be presented in any other forum, except as necessary to enforce the terms of this Agreement or as otherwise outlined above.

This Agreement constitutes the complete understanding between the parties. No other promise and agreements shall be binding or of any effect unless signed by the parties. The parties further agree that this Agreement supersedes any or all prior discussions between the parties and that no promise, representation or agreement shall be binding unless it is in writing, signed by the parties and incorporated into this Agreement.

For the Board

For the Union

Thomas P. Hennessey, Chairperson

Richard Pizzonia, President, EAAW

Date

Date