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### **Collective Bargaining Agreement**

### between

# Wilton Administrators & Supervisors Association (WASA)

and

The Board of Education of the Town of Wilton

For the period July 1, 2024 to June 30, 2027

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AGREEMENT, made between the BOARD OF EDUCATION OF THE TOWN OF WILTON (the "Board") and the WILTON ADMINISTRATORS AND SUPERVISORS ASSOCIATION ("WASA").

#### PREAMBLE

The parties hereby affirm it to be their mutual intent and common goal to provide superior education through the effective utilization of the certified and classified staff, the facilities and administrative team.

The parties understand and accept that to achieve this common goal they necessarily must observe the following standards and practices:

- 1. The administrators are responsible for interpreting and enforcing Board policies at the school level. As members of the professional administrative staff they are expected to make constructive contributions toward the administration of the entire school system and shall be afforded reasonable opportunities to do so.
- 2. There shall be participation and consultation, and, where legally required, negotiations between the parties in the formulation and modification of personnel policies and regulations which directly affect the conditions of employment of WASA members.
- 3. The administrators will be expected to participate from time to time in certain curriculum and staff development programs.
- 4. This Agreement will fix the salaries, benefits and other conditions of employment for members of the bargaining unit.

### ARTICLE 1 RECOGNITION

For the purposes of complying with state law governing negotiations with employee groups, the Board recognizes the Wilton Administrators and Supervisors Association (WASA) as the exclusive representative of all those certified professional employees who are employed in positions requiring an Intermediate Administrator certificate below the rank of assistant superintendent and/or who do not act for the Board in negotiations with WASA, and who are not directly responsible to the Board for budget preparation or for personnel relations with WASA members (hereinafter, "administrators").

### ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2024 to June 30, 2027.

### ARTICLE 3 SUCCESSOR AGREEMENT

Negotiations for an entire successor Agreement shall be scheduled in accordance with law.

### ARTICLE 4 SALARIES

- A. The salaries for employees covered by this Agreement shall be for the period from July 1, 2024 to June 30, 2027.
- B. The maximum salaries for administrative positions shall be as set forth in Appendix A.

Newly hired administrators or individuals promoted to a higher paying administrator classification shall be paid at a salary fixed by the Board but in no event less than 7.5% below the maximum in the first year of employment, nor less than 5% below the maximum in the second year of employment, nor less than 2.5% below the maximum in the third year of employment, nor less than the maximum in the fourth year of employment.

- C. Administrators who are promoted from one position within the bargaining unit to another position within the bargaining unit shall be paid a salary in the new position that is at least \$1,000 greater than the salary received in their previous position, assuming that this does not exceed the maximum salary, as stated in Appendix A of this contract.
- D. The work year for administrators shall be either 205 days (also referred to as "10 months") or 12 months as recommended by the Superintendent and building principal and approved by the Board of Education.
- E. Employees on a twelve month work year will receive 26 paychecks per year. Other employees shall have the opportunity to opt for 21 or 26 pays at their discretion.
- F. A travel allowance of \$250 per month shall be provided to the Assistant Directors of Special Services, Athletic Director, and the Director of Digital Learning.
- G. There shall be a \$2,500 annual stipend for administrators who have either a Ph.D. or Ed.D.

## ARTICLE 5 VACATION

- A. Administrators on a twelve month work year shall receive twenty-two (22) days of vacation annually in addition to the holidays designated on the District calendar when school offices will be closed.
  - Administrators employed prior to July 1, 2013 will be eligible for one additional day vacation for each year worked to a maximum of thirty-three days of vacation annually.
  - Administrators employed on or after July 1, 2013 will be eligible for one additional day vacation for each year worked after two years as an administrator in Wilton up to a maximum of twenty-five days of vacation annually.
- B. The administrators shall use their best efforts to select vacation days at times which are convenient in terms of fulfilling their responsibilities. The details of scheduling vacation time shall be worked out with the Superintendent or his/her designee and the

Superintendent or his/her designee shall use his/her best efforts to schedule vacations on the days requested by the administrator. If any administrator is directed to return to work during a school holiday or scheduled vacation, or is delayed in or prevented from taking a holiday or scheduled vacation by direction of the Superintendent or his/her designee, then such administrator shall be compensated for the unused holiday or scheduled vacation on a per diem salary basis or on a compensatory time basis as mutually agreed upon.

- C. With the written approval of the Superintendent, administrators may carry over into the current fiscal year up to ten (10) unused vacation days which were earned in the fiscal year immediately preceding. Unused vacation days from prior fiscal years shall be forfeited. Notwithstanding the foregoing, an administrator resigning or retiring may be paid up to eighteen (18) unused vacation days.
- D. Administrators with less than a twelve-month work year shall not receive paid vacation.

### ARTICLE 6 LEAVES

#### A. Sick Leave

- 1. Administrators shall be granted twenty-one (21) days of regular sick leave per year, cumulative to 200 days. Any sick leave days in excess of 21 used by these individuals during any contract year shall be applied against and shall reduce the accumulation of excess of 200.
- 2. Administrators shall be granted ninety (90) days reserve sick leave upon entering employment. For each day of regular sick leave accumulated, one day of reserve leave shall be lost.
- 3. The Board hereby establishes a sick leave bank of (200) days for each year of this Agreement accumulative to a maximum of four hundred (400) days. If an individual is deemed ineligible under the individual disability benefits provided by the Board, the Board may terminate sick leave benefits. Benefits under this clause will cease after the minimum waiting period required by an individual disability policy has transpired. The Board shall have the sole responsibility of administering this bank.
- 4. No payment for days of reserve or accumulated regular sick leave shall be made to administrators upon their retirement or death.
- 5. Up to three days of sick leave may be used by the administrator for personal illness of members of the immediate family (as defined in Article 6(D)) who either reside in the administrator's household and/or are parents or dependent children and who are in need of the administrator's attendance during the work day.

#### B. Personal Days

Administrators shall be allowed three (3) personal days. Personal days will be granted to administrators upon request. Administrators shall not be required to give reasons for the use of personal days provided such days are not used for the extension of vacation periods or holidays and are only used for business that ordinarily cannot be conducted outside the school day.

Use of personal days immediately before or after a vacation or holiday will result in a loss of pay unless a permissible reason for said absence is stated in writing and approved by the Superintendent or his designee in advance where possible. If the administrator has accumulated fewer than 200 sick days and personal business days, unused personal business days will be added to the individual's accumulated sick leave at the end of the school year, except that it is understood that the total accumulation of sick days and personal days shall not exceed 200 days.

#### C. Professional Advancement Leave

Upon the completion of four (4) years of employment before the start of the leave, professional advancement leave may be granted to administrators by this Agreement at the rate of three-fourths (3/4) of the recipient's regular basic salary plus fringe benefits at the current ratio of Board to Employee contribution. All applicants must be tenured.

Applicants will be required to make an application to the Superintendent by January 15th and will be notified of the Board's decision by March 15th of the school year preceding the leave. The Board's decision shall be final and not subject to review under the grievance procedure.

Administrators returning from a professional advancement leave will be required to return to their full-time responsibilities in Wilton for at least two years following such leave or return the salary and any contribution for fringe benefits paid by the Board during the leave period.

Each employee on a leave of absence must give written notice of his/her intention to return to employment to the Wilton Board by February 1st of the year prior to the school year of his/her return.

The Board, at its discretion, may grant more than one (1) paid leave of an individual certified professional employee and may grant leaves of greater or lesser duration than one (1) year. For such paid leaves as described above, the employee shall make his request to the Board of Education through the Superintendent.

#### D. Critical Illness or Death in the Immediate Family

Five (5) days absence with full pay will be allowed in anyone school year for critical illness or death in the immediate family. Critical illness shall normally be defined as a situation in which the family member is seriously ill to the extent that life is in peril. Two (2) of the five (5) absences may be used to attend a funeral or memorial service for a close family member or friend that is not considered to be immediate family.

Immediate family means spouse, children, members of the same household, parents, siblings, grandparents, grandparents-in-law, parents-in-law, and siblings-in-law.

An additional five (5) days will be allowed in any one school year for critical illness or death in the immediate family as described above and shall be charged against the administrator's accumulated sick leave.

These provisions do not deprive the Board of its prerogative to grant additional days under any of the above categories, if the Board, in its sole discretion, deems it to be appropriate.

### ARTICLE 7 INSURANCE

#### A. Medical Insurance

#### The HD-HSA Plan:

1. Eligible employees may participate in a High Deductible Health Plan with a Health Savings Account ("HDHP-HSA plan"), with preventive care at no cost and deductibles of \$2,000/\$4,000 and prescription co-pays as set forth below after the deductible is met. The HDHP-HSA plan shall match the unlimited benefit in the prior PPO plan as regards the PT/OT/ST and Chiropractic benefits.

The Board will contribute 50% of the deductible for active employees participating in the HDHP-HSA plan. The Board's deposit toward the HDHP deductible will be made on or around the first business day in September. To be eligible to receive the Board's contribution to the deductible under this Section in any given plan year (i.e., July 1 to June 30), the employee must open a Health Savings Account (HSA) at a bank jointly selected by the Board and WASA by December 31 of such plan year.

If any bank where an employee maintains an HSA imposes any bank fees associated with maintaining the HSA, the parties agree to jointly select another bank for the account. At no time will the Board pay for any bank fees associated with the employee's bank account, including, without limitation, monthly maintenance fees and overdraft charges.

- 2. The prescription drug plan shall be a formulary plan with a \$10 co-pay for generic drugs, \$25 co-pay for formulary brand drugs, and \$40 co-pay for non-formulary brand drugs and a two and one-half times co-pay feature for mail order drugs at the applicable rate described herein, up to a yearly maximum of \$1,500/\$3,000. The prescription drug plan shall make generic drugs mandatory, subject to exception only when a medical doctor specifies that the drugs should be dispensed in accord with written instructions.
- 3. The out-of-network feature for the plan shall be based on reimbursement fees of up to 300% of MRC.

- For employees eligible for the HDHP-HSA plan without adverse tax consequences under federal law (e.g., because the employee is covered by Medicare), the HDHP-HSA plan shall be the sole option.
- 5. Employees not eligible for the HDHP-HSA plan without such adverse consequences may participate in a Health Reimbursement Account (HRA.) with the same terms as the HSA. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.
- 6. There shall be an annual Open Enrollment Period that commences at least thirty (30) days prior to the Board's annual insurance renewal date.
- 7. To be eligible to receive these medical insurance benefits, each employee participating in the HDHP-HSA plan shall contribute the percentage amounts in each year of the contract, as follows:

2024-2025: Administrator premium cost share will be 22%.

2025-2026: Administrator premium cost share will be 22%.

2026-2027: Administrator premium cost share will be 22.5%.

For the purpose of this article, the term "plan cost" shall be based on the allocation rate for self-insured plans and the premium cost rate for fully funded plans and shall include the cost of prescription, dental and other riders in the plan. Administrators shall contribute the same percentage of the cost of life insurance benefits each year as administrators contribute for the medical plan in which they participate. Each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his or her share of the premium set forth above. Each employee will be informed of the amount of the premium in writing prior to the first or any revised deduction. An employee may forego or withdraw from full coverage rather than pay his or her share of the premium. An employee who forgoes or withdraws from full coverage rather than pay his or her share of the cost of the premium must satisfy any existing reentry conditions or limitations of the plan.

In the event the Board self-insures it shall adhere to all applicable state and federal group insurance mandates in effect on or before July 1, 1997. Currently the Board is self-insured.

#### Salary Reduction Plan

Subject to law, including the rules and regulations of the Internal Revenue Service and independent of the requirements that employees contribute to the cost of medical premiums and pay deductibles and co-insurance, the Board shall implement and maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health and medical premium contributions, deductibles,

and co-insurance to be paid by employees. As allowed by law, this plan shall establish a dependent care account. The maximums that employees can contribute to such plans shall be set in accordance with applicable federal law.

#### Vision and Dental Expenses

Each administrator shall be reimbursed annually an amount up to \$1,000 for vision care, dental, or other approved medical expenses incurred by him/her or eligible dependents in excess-of amounts reimbursed through the regular dental/vision/medical care insurance.

#### B. Retiree Medical Insurance

For any unit member employed prior to July 1, 2013 retiring on or after July 1, 2013 who has been employed by the Board for at least 15 years and who is immediately eligible for retirement under the Teacher Retirement Act, 10-183b et seq., of the Connecticut General Statutes or under Article 13 of the Agreement, the Board shall contribute \$5,000 annually for the purchase of medical insurance in any five years from the time the employee retires until he/she attains the age of 65. To be eligible for this benefit the retired employee must provide annually satisfactory proof to the administration of his/her purchase of insurance benefits. In the event the employee attains the age of 65 prior to the annual renewal date of the insurance coverage, the Board contributions shall be pro-rated accordingly. The cash stipend then being paid to retirees may be increased or decreased at any time as a result of subsequent negotiations between the Board and WASA.

In addition, each administrator meeting the eligibility requirements set forth in this section shall receive the following benefits in each of the five years from the time the administrator retires until he/she attains the age of 65, whichever occurs first:

- 1. \$1,000 to reimburse the retiree for the purchase of individual life insurance (Five year maximum);
- 2. \$500 to reimburse the retiree for a medical exam or physical not covered by insurance (every two years); and
- 3. \$250 (every two years) to reimburse the retired administrator for vision care 9 expenses incurred by him/her or eligible dependents.

To be eligible for this benefit, the retired employee must provide annual satisfactory proof to the administration or payment of expenses incurred.

#### C. Term Life Insurance

The Board shall provide to each administrator term life insurance in an amount equal to 2.5 times their annual salary rounded to the next higher thousand. This amount will be adjusted annually.

#### D. Income Protection

The Board shall pay the premium cost of a monthly income protection insurance plan ("the plan") which Plan will provide to each administrator protection against sickness or disability from the 180th work day after the commencement of sickness or disability until the sick or disabled administrator is no longer sick or disabled within the meaning of the Plan, or has attained 65 years of age or has died, whichever event first occurs, by monthly payments equal to an amount equal to 60 percent of the current monthly salary of the sick or disabled person, or the maximum normally available based on the employee salary (currently \$6,500 per month) through the Board's insurer, whichever is lower.

If any administrator has accumulated more than 89 days sick leave, such administrator may waive the benefits of the Plan for up to an additional 100 work days in favor of continuing to draw on his/her accumulated sick leave. Administrators who elect to waive the benefits of the Plan and who have accumulated sick leave remaining at the end of 199 work days may not waive the benefits of the Plan for more than 199 work days.

If any administrator is sick or disabled within the meaning of the Plan and receives benefits under the Plan, then for so long as such person remains sick or disabled within the meaning of the Plan the monthly payments made to such person pursuant to the Plan shall be in lieu of payment of, but shall not reduce, such person's unused accumulated regular sick leave. In the event such person becomes ineligible for the monthly payment benefit under the Plan but is unable in the judgment of the Board to return to his or her previous position or one of similar responsibility then for so long as such person remains unable to return he or she shall be paid any unused accumulated regular sick leave. Once an individual's sick leave is exhausted, no further sick leave shall accrue to such individual pursuant to Article 6(A)(I) hereof until such individual resumes work as an employee of the Board.

The contractual agreement in force for the period July 1, 2024 to June 30, 2027 shall govern the income protection plan.

#### E. Insurance When on Leave

An employee shall be considered to be employed and entitled to Health and Accident Insurance premium subsidy, and life insurance premium subsidy, (1) when on paid professional advancement leave, and (2) when on sick leave for a period of two (2) years beyond the end of the fiscal year 10 in which he becomes incapacitated.

#### F. Personal Injury Benefit

Whenever an administrator is absent from school as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid full salary, less any worker's compensation payments made on account of such injury, for up to a one hundred (100) day period. No part of such absence during such one hundred (100) day period shall be charged to the administrator's annual or accumulated sick leave, except in cases where the administrator has been negligent in causing such injury. In those cases, the benefit described herein shall not apply. After the one hundred (100) day period, administrators may utilize accumulated sick leave to make up the difference between regular pay and worker's compensation benefits.

### ARTICLE 8 ANNUITY

A. The Board will annually contribute, through the payroll system, in equal installments during each year, dollars equal to the following amounts based on experience to a tax-sheltered annuity designated by each administrator.

0 - 3 years of experience as a Wilton administrator: \$2,250

4 - 6 years of experience as a Wilton administrator: \$2,750

7 - 9 years of experience as a Wilton administrator: \$3,250

10+ years of experience as a Wilton administrator: \$3,750

Each administrator shall have his/her base salary increased by the above-mentioned applicable amount from which total base salary the administrator shall pay through a reduction in his/her total base salary (elective deferral) each year to an annuity under the Board's tax-sheltered annuity plan.

- B. In addition to the annual annuity and if the administrator announces his or her retirement by the first day of classes in September preceding the end-of-school year (June) retirement, which retirement must take effect at the end of such school year, the Board will contribute \$8,000 the year preceding retirement to a tax sheltered annuity designated by any administrator whose age and years of teaching in the State of Connecticut total at least seventy-five (75), who has been employed by the Wilton Board for at least fifteen (15) years, who is eligible for retirement as defined in the Connecticut General Statutes, who is at least fifty-five (55) years of age at the time of retirement. Payment shall not be awarded retroactively.
- C. If any administrator fails to designate the annuity to be purchased prior to the end of the fiscal year, the Board shall not make any contribution or make any payment in lieu of the contribution to any administrator.

### ARTICLE 9 FINANCIAL PLANNING

Any administrator with at least 10 years teaching/administrative experience in the Wilton Public Schools, who is at least 40 years of age, will receive a maximum reimbursement of \$1,000, not more than \$500 to be dispersed in any one year, to procure financial planning services.

#### ARTICLE 10 GRIEVANCES

#### A. Grievance Procedure

#### 1. Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of an individual administrator or group of administrators under existing law, policies, regulations and contracts.

#### 2. Definitions

"Grievance" shall mean (1) a complaint involving an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement, or (2) a claim that there has been a failure to follow the established procedures of the District teacher evaluation and support program.

"Administrator" shall mean any temporarily or permanently certified professional employee for whom the WASA is the exclusive bargaining agent for the purpose of negotiations.

"Appropriate administrator" shall mean any administrator to whom an administrator is directly responsible and who has responsibilities within the area of the grievance.

"Day" shall mean a day when the administrator is under contract excluding weekends and holidays designated on the District calendar when school offices will be closed.

"Local administrators and supervisors organization" shall mean that organization which is the statutory local bargaining representative of the administrators, presently WASA.

"Board" shall mean the Wilton Board of Education.

"WASA" shall mean the Wilton Administrators and Supervisors Association.

#### 3. Basic Principles

The grievance procedure is a vehicle for interpreting, or applying, but not for changing the collective bargaining agreement.

An administrator shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal, so long as he acts in good faith.

An administrator may be represented at any level of the grievance procedure only by his local administrators organization. If an administrator does not wish to be represented by his local administrators and supervisors organization, that organization shall nonetheless

have a right to have its own representative present at any hearing to observe and to state his view.

The contents, but not the outcome, of all grievance procedures and hearings shall be kept confidential to those who participate, unless the administrator and the person or board to whom the grievance is presented for disposition otherwise agree.

Documents, communications, and records having to do with a grievance handled under these procedures shall, if kept, be filed separately from the aggrieved administrator's regular personnel file.

At the hearing prescribed for Levels Two and Three, witnesses or written statements or documentary proof may be presented.

Claims of failure to follow the established procedures of the District teacher evaluation and support program may be submitted to the contractual grievance procedure.

#### 4. Time Limits

Grievances should be handled as rapidly as possible. The number of days allowed for each procedural step represents a maximum, unless the administrator and the person or Board to whom the grievance is presented for disposition agree in writing to extend the allotted time.

If an administrator does not file a grievance in writing thirty (30) days after he/she knew or should have known of the event or condition on which the grievance is based, the grievance shall be deemed to have been waived by him/her.

Failure by an aggrieved administrator at any level to appeal a grievance to the next level within the allowed time limits shall be deemed acceptance by him/her of the decision rendered.

#### 5. Informal Procedure

If an administrator at the building level feels that he/she has a grievance, he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the grievance informally. Principals and other administrators who report directly to the Central Office shall seek to resolve any grievance on an informal basis with the Superintendent and shall proceed directly to Level Two if it becomes necessary to employ the formal procedure.

#### 6. Formal Procedure

#### (a) Level One - School Principal

If an aggrieved administrator is dissatisfied with the outcome of informal procedures, he may present his claim as a written grievance to his principal or other appropriate administrator. The claim should be as specific as possible.

The principal or appropriate administrator shall within (10) days after receipt of the written grievance render his decision and the reasons therefor in writing to the administrator and, if requested by the administrator, to his/her local administrators and supervisors organization.

#### (b) Level Two - Superintendent or His Designee

If the administrator is dissatisfied with the disposition of his/her grievance at Level One, he/she may within five (5) days after receipt of the decision or after the last day the decision should have been rendered file his/her written grievance with the Superintendent of Schools.

The Superintendent or his/her Designee shall within fifteen (15) days after receipt of the written grievance meet with the aggrieved administrator for the purpose of resolving the grievance. A record of this hearing shall be kept by the Superintendent and shall be made available to the participants upon written request.

The Superintendent or his designee shall within ten (10) days after the completion of the hearing render his/her decision and the reasons therefore in writing to the administrator, and, if requested by the administrator, to his/her local administrators and supervisors organization.

#### (c) Level Three-Board of Education

If the aggrieved administrator is dissatisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after receipt of the decision, or after the last day the decision should have been written, file his/her written grievance with the Board of Education through the Superintendent's Office.

The Board of Education shall within twenty (20) days after receipt of the grievance meet with the aggrieved administrator for the purpose of resolving the grievance. A record of this hearing shall be kept by the Superintendent and shall be made available to the participants upon written request.

The Board shall within ten (10) days after completion of the hearing render its decision and the reasons therefore in writing to the administrator, and, if requested by the administrator, to his/her local administrators and supervisors organization.

#### (d) Level Four - Arbitration

If the aggrieved administrator(s) is/are dissatisfied with the disposition of his or her grievance at Level Three, he/she may, within three (3) days after the decision, request in writing to the President of WASA that the grievance be submitted to arbitration.

WASA may, within five (5) days after receipt of such request, submit the grievance to arbitration by notifying the Board in writing. The Board, acting through the Superintendent, and WASA, acting through their legal representatives, shall, within five (5) days after such written notice, jointly select an arbitrator who is an experienced and impartial person of

recognized competence. If the parties are unable to agree on an arbitrator within five (5) days the matter shall be submitted to the American Arbitration Association under the Rules of Voluntary Arbitration of the American Arbitration Association.

The arbitrator shall have no authority to add to, subtract from or in any way modify the terms of this Agreement. The costs of the services of the arbitrator shall be borne equally by the Board and WASA.

The arbitrator's decision rendered in accordance with his/her jurisdiction and authority hereunder shall be final and binding and shall be enforceable under applicable statutes.

#### 7. WASA Grievance

If, in the judgment of the President of the local administrators and supervisors organization, a grievance affects a group or class of administrators, the President may submit such grievance in writing to the appropriate administrator. A hearing shall be held within fifteen (15) days of its filing. In the event that the aggrieved group includes administrators from several schools, the organization may initiate the grievance procedure at Level Two (Superintendent) with information copies of such grievance sent simultaneously to the principals of the employees involved.

No grievance brought by the local administrators and supervisors organization shall be heard unless at least one (1) of the aggrieved administrators shall request that such grievance be heard. The grievance procedures shall not apply to disputes among administrators.

### ARTICLE 11 TUITION AND STAFF DEVELOPMENT

A. Administrators with a minimum of three (3) years of employment by the Wilton Board of Education in positions covered by this Agreement may be reimbursed by the Board upon satisfactory completion of course work at an accredited college or university, for tuition incurred. Such course work shall require approval in writing in advance by the Superintendent or his/her designee. Administrators are expected to return to their full administrative duties for a period of no less than two (2) years after the completion of their degree or refund the cost of their tuition to the Board.

Reimbursement shall be 100% of tuition incurred for course work in a planned program leading to a Sixth Year Certificate or Doctorate.

The Superintendent may grant an exception to the above course work conditions when in his/her opinion the best interests of the school system will be furthered.

B. Each administrator annually shall develop an individual staff development plan based on District and building priorities and the administrator's annual goals and related needs as mutually agreed by the administrator and Superintendent. The Board shall allocate separate and distinct funds in amounts it deems appropriate in support of each administrator's annual plan.

## ARTICLE 12 INVOLUNTARY TRANSFERS AND REDUCTION IN FORCE

#### A. Involuntary Transfers

An administrator who is involuntarily transferred to an administrative position in a lower salary classification for non-disciplinary reasons shall receive 50% of the difference between their previous salary and the salary of the new position for the period of one (1) year.

#### B. Reduction in Force

- 1. It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, or staff.
- 2. If after exploring other reasonably possible alternatives, and acting in conformity with all relevant state and federal law, the Board determines that it is necessary to reduce the total number of its certified professional employees who are members of the bargaining unit, then to any person who loses his or her position by reason of such reduction, the Board shall;
- 3. Give first consideration for employment in any administrative or supervisory bargaining unit position that may be available and for which the person is certified and qualified and, if no such position is available or such person is not selected then;
- 4. Determine the placement on the appropriate step and lane of the teacher salary schedule for a teaching position, if available, for which the administrator is certified and qualified in accordance with the reduction in force procedure governing the employment of teachers.

#### C. Reappointment List

Any administrator who has been displaced from an administrative position shall be placed on reappointment list to receive first consideration for an administrative vacancy for which he/she is certified and qualified. The administrator's name shall remain on such reappointment list until reappointment to an administrative position or for a period of two years from the date of displacement, whichever shall occur first. If an administrator on the reappointment list refuses an appointment to an administrative position for which he or she is eligible, such administrator shall be immediately removed from the reappointment list. A notice of recall shall be sent to the last address filed by the administrator with the Board of Education. An administrator shall respond to such notice within ten (10) days of its mailing and shall report to work on the date established by 16 the Board of Education.

D. An administrator who is employed in the teachers' bargaining unit as a result of a reduction in force shall receive fifty (50%) percent of the difference between his/her annual salary at the time of the reduction in force and his/her salary as a teacher for the period of one year.

The salary differential paid under this section shall be distributed over the course of the employee's work year as a teacher.

- E. If an administrative position is eliminated and no other position for which the incumbent is certified and qualified is offered to the incumbent employee by the Board, the employee will be entitled to "out-placement" services selected and paid for by the Board up to a maximum of \$3,000.
- F. Nothing herein shall require the promotion or assignment of an administrator to a position of higher rank, authority, work time or salary, even though the administrator whose contract is terminated or who is to be recalled is qualified and/or certified for the promotion or assignment.

#### ARTICLE 13 DISCIPLINE

No administrator shall be suspended for disciplinary reasons or denied a wage increase or increment without just cause.

### ARTICLE 14 DUES DEDUCTION AND SERVICE FEE DEDUCTION

#### A. Dues and Service Fees

All administrators employed by the Wilton Board of Education shall have the opportunity to join WASA or pay a service fee to WASA, or do neither. Any administrator who elects to pay a service fee shall pay a service fee equal to the proportion of WASA dues paid by members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

#### B. Authorization

All administrators who elect to join WASA, or to pay a service fee, shall sign and deliver to WASA, if they have not already done so, a voluntary written authorization for the payroll deduction of membership dues or such service fee (as applicable) from the salary of such administrator. Said authorization shall continue in effect from year to year unless such administrator shall notify the Board of Education and WASA in the month of August of any year.

#### C. Deduction of Dues and Service Fees

For those administrators who have elected to join WASA or to pay a service fee and delivered a voluntary written authorization for payroll deduction of membership dues or such service fee (as applicable) from the salary of such administrator, the Board of Education agrees to deduct the annual dues or service fee from their salaries through payroll deduction. The amount of WASA membership dues shall be certified by WASA to the Board prior to the opening of school each year. The amount of the service fee shall be certified by WASA to the Board prior to January 1<sup>st</sup> of each school year.

#### D. Subsequent Employment

Those administrators commencing employment after the date of execution of this Contract and who elect to join WASA or pay a service fee shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education a voluntary written authorization for payroll deduction of membership dues or such service fee (as applicable) from the salary of such administrator.

#### E. Resignation, Retirement, Leaves

If during the school year, an administrator resigns, retires, receives a leave, or has his/her employment terminated, the balance of the annual dues or service fee (as applicable) shall be deducted from his/her final pay check.

#### F. Forwarding of Monies

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

#### G. Lists

No later than the first pay check in October of each school year, the Board shall provide WASA with a list of bargaining unit employees of the Board of Education and the positions held by said employees. The Board shall notify WASA monthly of any changes in said list.

- H. The right to refund the employee's monies deducted from their salaries under such above 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 excess deductions.
- I. WASA shall indemnify and save the Board and/or Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting same to WASA pursuant to this Article.
- J. Dues for WASA or service fees (as applicable) will be deducted from the first twenty (20) pay checks distributed to each administrator who voluntarily and in writing submits to the Board an authorization for such deductions.

## ARTICLE 15 FULL AND COMPLETE 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 hereof to negotiate upon any issue (whether it is covered or not covered in this Agreement) except as provided in Article 7 and as otherwise set forth herein.

#### ARTICLE 16 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, such provision or portion shall be severed from this Agreement, and the balance and remainder of this Agreement shall remain in full force and effect.

SIGNATURE BLOCK

Ruth DeLuca, Chairman

For the Board of Education of the Town of Wilton

Jereply Cross, President
Wilton Administrators and Supervisors Association

12-1-23

Date

17

#### APPENDIX A

All new administrators shall be placed at the appropriate salary level as described in Article 4 Paragraph B, using the following Maximum Salaries:

Position	2024-25 Maximum	2025-26 Maximum	2026-27 Maximum
High School Principal	\$226,128	\$232,912	\$239,899
Middle School Principal	\$211,876	\$218,232	\$224,779
Elementary Principal, Director of Special Education	\$205,343	\$211,503	<b>\$217,848</b>
Assoc. HS Principal	\$197,524	\$203,450	\$209,553
Asst. HS Principal	\$190,837	\$196,562	\$202,459
Director of Instructional Technology & Digital Learning	\$193,508	\$199,313	\$205,293
Middle School Dean (12mo)	\$183,382	\$188,884	\$194,550
Asst. Elem. Principal	\$175,309	\$180,568	\$185,985
Asst. Director of Special Services (K-5)	\$185,176	\$190,732	\$196,454
Asst. Director of Special Services (6-12)	\$185,176	\$190,732	\$196,454
Athletic Director	\$186,621	\$192,219	\$197,986

#### MEMORANDUM OF UNDERSTANDING

In the recently concluded negotiations between the Wilton Board of Education and the Wilton Administrators and Supervisors Association, the parties agreed as follows:

- 1. The position of Data Analytics and Assessment Officer shall remain in the administrators' bargaining unit only until such time as Matthew Hepfer is no longer employed in the position.
- 2. The Board shall have the right to remove the position of Data Analytics and Assessment Officer from the administrators' bargaining unit at any such time that Matthew Hepfer is no longer employed in the position.
- 3. The position of Data Analytics and Assessment Officer shall have a salary of \$175,428 for the 2024-2025 school year, increased annually thereafter based upon the annual general wage increase set forth in the 2024-2027 collective bargaining agreement.
- 4. The Memorandum of Understanding between the parties regarding the position of Data Analytics and Assessment Officer signed by the parties in May 2020 shall be null and void and shall have no further force or effect.

Ruth DeLuca, Chairman

For the Board of Education of the Town of Wilton

Jeremy Cross, President

Wilton Administrators and Supervisors Association

12.4.2023

Date

12-1-2

Date