

AGREEMENT BETWEEN THE
WEST HAVEN BOARD OF EDUCATION
AND THE
WEST HAVEN ADMINISTRATORS' ASSOCIATION

SEPTEMBER 1, 2023 - AUGUST 31, 2026

INDEX

ARTICLE I GENERAL.....	1
ARTICLE II RECOGNITION	1
ARTICLE III BOARD RIGHTS	1
ARTICLE IV PROFESSIONAL OBLIGATIONS AND WORKING RULES	2
ARTICLE V ASSIGNMENT AND TRANSFERS	2
ARTICLE VI PROMOTIONS.....	3
ARTICLE VII SUPPLIES AND OFFICE EQUIPMENT	4
ARTICLE VIII PROTECTION	4
ARTICLE IX HEALTH INSURANCE BENEFITS.....	4
ARTICLE X [RESERVED].....	9
ARTICLE XI [RESERVED].....	9
ARTICLE XII PAYROLL DEDUCTIONS,	9
ARTICLE XIII ADMINISTRATION	10
ARTICLE XIV GRIEVANCE AND ARBITRATION PROCEDURE	11
ARTICLE XV MISCELLANEOUS	15
ARTICLE XVI EARLY RETIREMENT INCENTIVE PLAN	17
ARTICLE XVII REDUCTION IN FORCE	19
ARTICLE XVIII SALARY SCHEDULE	21
APPENDIX B-1	23
APPENDIX B-2	25
APPENDIX B-3	27

AGREEMENT

This agreement is made and entered into as of this 23 day of August, 2022 by and between the West Haven Administrator' Association, hereinafter called the WHAA and the West Haven Board of Education, hereinafter called the Board, for a term of three (3) years, beginning September 1, 2023 and ending August 31, 2026.

ARTICLE I GENERAL

A. This agreement is negotiated under Section 10-153b through 10-153f of the General Statutes of the State of Connecticut, as amended, in order:

1. To fix for its term the salaries and all other conditions of employment provided herein, and;
2. To encourage and abet effective and harmonious working relationships between the Board and Administrative staff in order that the case of public education may be best served.

B. The Board and the WHAA recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth. To this end, they agree to maintain communication, to inform about programs, to guide in development and to assist planning and growth either by committee, individual consultation or designated representatives.

C. This agreement shall constitute the mutual understanding of the Board and the WHAA in the subject areas covered by specific provisions of this agreement for the duration of the agreement unless changed by the mutual consent of both parties. Previously adopted policies, rules or regulations in conflict with this agreement are superseded by this agreement.

ARTICLE II RECOGNITION

The Board hereby recognizes the WHAA as the exclusive agent as defined in Section 10-153b through 10-153f of the Connecticut Statutes as amended, of the entire group of certified administrative employees of the Board not excluded by State Statutes.

ARTICLE III BOARD RIGHTS

Nothing in this agreement shall limit or contravene the authority of the Board as provided in the General Statutes of Connecticut and the Charter of the City of West Haven. The Board shall not, however, exercise any of its discretionary authority so as to contravene a specific provision of this agreement.

ARTICLE IV PROFESSIONAL OBLIGATIONS AND WORKING RULES

The Board and the WHAA recognize and agree that the administrators' responsibilities to their students and teachers, the Board of Education and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but the administrators are entitled to regular time and work schedules on which they can ordinarily rely to the extent possible throughout the school system. Therefore, in accordance with the above the following schedules are hereby adopted:

A. Daily Schedule - Individuals covered by this agreement shall be responsible for determining his/her own daily schedule, however, it is understood that in doing so he/she will consider the requirements of the position and the Administrator's daily responsibilities of his/her position.

B. Yearly Schedule - The work year of personnel covered by the administrative supervisory staff salary schedule shall be as follows:

1. Administrators shall report to work annually one week prior to the first scheduled week of school and shall be entitled to:
 - a. A work year that shall not exceed 220 days.
 - b. 23 vacation days which may be taken during any breaks when school is not in session, and which must be used by the end of August in any given contract year.
 - c. 12 days at the discretion of the Administrator provided school is not in session, 10 of which shall be taken between September 1 and June 30th.
 - d. One of the scheduled teacher vacations.
2. If any member of WHAA is directed in writing by the Superintendent to forfeit any vacation days, in excess of one day, he/she shall be paid at a per diem rate of that individual's salary.

ARTICLE V ASSIGNMENT AND TRANSFERS

A. Administrators may request that a teacher be transferred. However, such requests must be filed with the Superintendent with written explanation as to the reason for it.

B. The Administrator of the school concerned must be consulted before any teacher is transferred to his/her school.

C. The final determination of transfers will be in the absolute discretion of the Superintendent.

ARTICLE VI PROMOTIONS

A. All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of a new promotional position, shall be filled pursuant to the following procedure:

1. Such vacancies shall be posted in every school or mailed to each member during vacation period at least five (5) days prior to the filling of the vacancy.
2. Said notice of vacancy shall set forth the qualifications for the position.
3. Administrators who desire to apply for such vacancy shall file their application in writing with the office of the Superintendent within the time limit specified in the notice.
4. Such vacancy shall be filled on the basis of fitness for the vacant post, provided, however, that where two or more applicants in the West Haven School System are substantially equal in fitness, in the opinion of the Superintendent and of the Board of Education, the applicant with the greatest amount of seniority in the West Haven School System shall be given preference.

B. Promotional Positions are defined as follows: Positions paying a salary differential and/or positions on the Administrator supervisory level including but not limited to positions such as associate superintendent, assistant superintendent, directors, supervisors, assistant supervisor, instructional leaders, assistant instructional leaders, special assistant to the Superintendent and administrative assistant to the Superintendent.

C. All vacancies (as defined above in the case of promotional positions) for special project administrators shall also be filled pursuant to the procedure set forth in paragraph A.

D. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, ancestry, and present or past history of mental or physical disability.

E. Insofar as possible, but subject to A.4., all future appointees shall be full certified supervisors or administrators by the Connecticut State Department of Education with the exception of the appointees to the psychology and guidance department.

F. Where there is a vacancy by resignation, acting appointments to any position shall be effective no longer than six months. Any person serving in an acting capacity when school is in session and is in the acting position for more than (5) school days, shall be compensated at the rate of pay for the position in which they are acting.

G. Upon promotion, the individual will be paid the appropriate salary upon commencement of his new duties.

H. First preference shall be given to candidates within the system if they are as well or better qualified than out of system candidates in the sole opinion of the Superintendent of Schools.

ARTICLE VII SUPPLIES AND OFFICE EQUIPMENT

A. The Board will insure that each school shall have all the office equipment and supplies consistent with Board policy necessary to do the work required.

B. The Board will take whatever steps necessary to attain the goal of uniformity in all records and reports.

C. The Board of Education will provide full or part time clerical help in all schools, and will make available clerical assistance in those areas where no clerk now exists. The duties of said clerical help shall be governed by policy #2212. Policy #2212 as now exists is hereby made part of this contract.

D. The Board will provide substitute clerks, provided they are available for use when the regular clerks are out.

ARTICLE VIII PROTECTION

A. Section 10-235. Protection of Administrators in damage suits. The Board shall protect and save harmless any member of the bargaining unit from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment in accordance with Section 10-235 of the General Statutes of Connecticut.

B. If any administrator is absent from school as a result of personal injury arising out of his employment, (provided the administrator is not negligent), he shall be paid his full salary (less any workmen's compensation indemnity benefits received, except payment for permanent partial disability) for the period not to exceed one calendar year from the date of injury. Such absence shall not be charged to his/her annual or accumulated sick leave.

ARTICLE IX HEALTH INSURANCE BENEFITS

1. Health Insurance Benefits (Individual, Husband & Wife, or Family). The Board shall provide the health insurance plan set forth below for employees and their eligible dependents (an eligible dependent for purposes of the article shall include spouse, and unmarried dependents up to age 26). The Board shall have the right to require annual re-

enrollment as a condition of continued participation in the plan. All administrators shall contribute twenty and one-half (20.5%) percent of the cost of health insurance via payroll deduction effective September 1, 2023; effective September 1, 2024 they shall contribute twenty-one (21.0%) percent; effective September 1, 2025, they shall contribute twenty-one and one-half (21.5%) percent.

1. Medical coverage shall be provided under the State of Connecticut Partnership Plan 2.0 (SPP 2.0). In the event the SPP 2.0 plan exceeds the HDHP plan previously in place, the Board may revert back to the plan previously in place. The Board's High Deductible Health Plan (HDHP) which shall have deductibles of \$2,000/\$4,000 funded 50% by the Board into a health savings account, one-half in July and one-half in January. There shall be post deductible prescription copays of \$5/\$25/\$40 (30 day supply); \$10/\$50/\$80 (mail order 90 day supply) and the following out of pocket maximums: In-Network \$4,000/\$6,850; Out-of-Network \$4,000/\$8,000.
2. Blue Cross of Connecticut Full Service Plan for dental care with Riders A, B, C, D and Special Dependent Rider.
3. Blue Shield Vision care endorsement 98.
4. Group Life Insurance - Board agrees to provide each administrator with group life and dismemberment policy in the amount of \$120,000.00 at the Board's expense. The Administrator may increase the coverage to the amount of his salary at his own expense.
5. The board agrees, at its expense, to continue the group life and dismemberment policy following retirement in the amount of \$60,000.00.
6. Any employee covered by this Agreement who opts to take retirement as provided under Article XVI shall have full health coverage for the employee only, or employee and his/her spouse if the employee retires on or before August 31, 2023, paid by the Employer until he/she attains the age of 65. Notwithstanding the foregoing, administrators retiring after August 31, 2023, shall contribute monthly towards the cost of said insurance the same amount that active employees pay.

At age 65, any administrator who does not qualify for Medicare shall be provided with equivalent coverage paid in full by the Employer.

All retirees who do not opt to take retirement as provided under Article XVI or who are not eligible for the retirement provision of Article XVI will receive the same medical coverage as active employees and will be required to pay the same co-pay, if any, as those required of active employees. The Board shall not be required to provide or pay for the retirees spouse's coverage after the

retiree reaches age 65 or in the event that the retiree dies. At age 65 all retired employees shall have coverage under Medicare paid in full by the Employer. At age 65 any Administrator who does not qualify for Medicare, shall be provided with equivalent coverage paid in full by Employer.

7. The West Haven Board of Education may provide health insurance benefits as described in this Article for the West Haven Administrators' Association members through alternate carriers or through self-insurance. In all cases such benefits (meaning coverage, and administration of i.e., timeliness of payment and claims processing) provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives, shall be comparable to the benefits available to West Haven Administrator Association members under the group health insurance policies described in Article IX, Section A(1-5). Should the Board of Education desire to change insurance carriers, prior to any such change, the Association shall be notified and given forty-five (45) calendar days to review the proposed changes. Should the Association and the Board disagree that the coverage, and administration of benefits are not comparable, arbitration as set forth under Article XIV of this Agreement may be implemented at the request of the Association. Such arbitration shall take place before an impartial arbitrator with expertise in insurance, unless -the West Haven Finance Planning and Assistance Board is in existence. Both parties shall agree to expedite the arbitration process. There shall be no change in carriers prior to the decision by the arbitrators.

B. Sick Leave.

1. Twelve month personnel - are to receive two days more than the teachers.
2. Sick Leave Bank:
 - a. Membership in the sick leave bank is voluntary on the part of employees after tenure is granted for 3 years of service completed in the West Haven School System. Each participating employee contributes one day of sick leave per year.
 - b. The Board will cooperate in the establishment of a sick leave bank on a voluntary basis.
 - c. Each employee enrolling in the bank will donate one day of his sick leave to the bank each year until the bank is built up to a maximum of approximately 100 days. No more days will be added to this maximum until the bank is depleted to approximately 50 days. The bank will then be built up to approximately 100 days again and the process repeated.
 - d. Additions will be made to the bank in September or October of each school year according to the above limitation.

- e. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
 - f. Additions will be made to the bank in September or October of each school year according to the following:
 - i. 0-3 years, inclusively, a person is not eligible.
 - ii. After the beginning of the 4th-6th year a person must be sick fifty-five (55) consecutive days before he/she can draw.
 - iii. After the beginning of the 7th year a person must be out forty (40) consecutive days.
 - g. A person will not be able to withdraw days from the bank until his/her own sick leave is depleted.
 - h. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
 - i. Maximum withdrawal per occurrence is 75 days.
 - j. Sick leave means the leave the teacher has for that year plus his/her accumulation.
 - k. Hold Harmless Clause.

In the event that the Sick Leave Bank is, or shall at any time, be found to be contrary to law by a court of competent jurisdiction, then it is agreed that any administrator who has received benefits hereunder shall refund to the City of West Haven 1/220th of his/her annual salary of each day so withdrawn. It is further agreed that in the event such refund is not made within sixty (60) days after demand with notice to the Association, then and in that event the Association shall refund monies to the City of West Haven. It is further agreed that no other penalty or penalties except the aforementioned monetary penalties will be imposed. This clause shall survive the termination of this agreement and may be enforced at any time within ten (10) days after such termination.
3. No member shall lose salary and/or rights when subject to quarantine by a competent medical authority, medical advisor and/or Health Department of the member's town of residence.
4. Severance Pay (on retirement, disability, resignation or death). Professional

Staff Member upon retirement from public school teaching in Connecticut, disability, resignation or death, after twenty (20) years of public school service in West Haven School System shall receive Severance pay equal to 20*- of the annual salary at the time of termination of employment.

5. Maternity Leave shall be granted to any pregnant administrator who has completed one year of service, and any such administrator wishing to return shall be returned to the position held at the time of taking such leave.

C. Leaves Without Pay.

1. Leaves of absence, without pay shall be granted for advanced study and maternity. Such leave shall be limited to one school year. Upon returning from leave, said member shall be reinstated in the position he/she left.

D. Leaves with Pay.

1. Each 12 month member shall be entitled to 3 personal days per year, and each 10 month member shall be entitled to 2 personal days per year, not to accumulate. Member must advise Superintendent in writing twenty four hours in advance.
2. If advance notice is not possible, such notice shall be given twenty-four hours after the member returns.
3. Compulsory Court appearances - 5 days per year.
4. Jury Duty - Any Administrator who is summoned for jury duty shall immediately notify the Superintendent of the date of the assignment. If the assignment occurs during the students' school year, the Administrator shall cooperate with the Superintendent to obtain a postponement of the assignment to a date, when school is not in session. The Administrator shall receive his/her full salary (less compensation paid for jury duty to be reimbursed to the Board of Education) for the period that the Administrator must serve on jury duty during his/her work year.
5. Death in immediate family - five (5) days per death of spouse, mother, father, child, brother, sister, grandparents, mother-in-law and father-in-law. Three (3) days per death of brother-in-law and sister-in-law.
6. Funeral of close friend - 1 day per death.
7. Sabbatical Leave.

Desiring to regard professional performance and encourage independent research and achievement the Board hereby initiates the policy of sabbatical leave for

Administrators, for approved, scholarly programs whether or not carried on in an academic institution subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing in such forms as may be required by the Superintendent no later than December 31st of the year preceding the school year in which the sabbatical leave is requested.
2. The Administrator has completed at least six (6) consecutive full years of service in the West Haven School system.
3. The Administrator on sabbatical leave will be paid their annual salary rate up to one (1) year.
4. The Administrator shall agree to return to employment in West Haven for at least two (2) full years in the event of a full year's leave. Upon such return the Administrator shall be placed on the appropriate step of the salary schedule as though such Administrator has not been on leave.
5. All applications are subject to the approval of the Superintendent of Schools.
6. An Administrator returning from sabbatical leave shall return to the position held at the time of taking such leave.

ARTICLE X [RESERVED]

ARTICLE XI [RESERVED]

ARTICLE XII PAYROLL DEDUCTIONS.

A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions:

1. All requests for deductions must be in writing on approved authorized forms.
2. A list of the approved deductions are as follows:
 - a. AIG (Valic)
 - b. American Century
 - c. Ameriprise Financial
 - d. Franklin Templeton
 - e. Great American (Galic)
 - f. ING

- g. LSW (Life Insurance Co. of The Southwest)
 - h. Oppenheimer
3. Each of the associations named in Section 2 above shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board thirty (30) days written notice prior to the effective date of such change.
 4. Deductions referred to in Section A above shall be made on the first day of each month. The Board shall not be required to honor for any month deduction any authorizations that are delivered to it later than on week prior to the distribution payroll forms which deductions are to be made.
 5. No later than September 30th of each year, the WHAA shall provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the associations named in Section A above. Any Administrator desiring to have the Board discontinue deductions he had previously authorized, must notify the Board and the WHAA or association concerned in writing by September 15th of each year for that school year's dues.
 6. The amount of any deductions may be changed only once in a calendar year.

ARTICLE XIII ADMINISTRATION

- A. The Board recognizes that the Administrator is charged with the responsibility of the administration of the program within the building to which he/she is assigned and must make decisions necessary to the proper operation and maintenance of the building, provided, such decisions are in keeping with the policy of the Board of Education and the administrative regulations of the Superintendent.
- B. Administrators shall be consulted regarding special and federal programs so that such programs may be part of the overall- school program in the building.
- C. Administrators shall be in charge of all disciplinary programs of the school which he/she is assigned but shall handle the same in a manner consistent with Board policy and administrative regulations of the Superintendent.
- D. Administrators shall be responsible for designating and assigning work to his/her secretary and/or clerk(s).
- E. An Administrator may change a teacher's room or subject assignment if the Administrator feels that it would serve the students' best interest provided the Superintendent is informed in writing of such change.

F. Administrators will keep a record of teachers who consistently report late to school.

G. When an Administrator deems it necessary and it is not in violation of the teachers' contract, he/she may assign yard duty, hall duty, study hall duty, on an equitable basis to all available personnel.

H. An Administrator is in charge of his or her building and any teacher or other person wishing to use school facilities after school hours must secure the Administrator's permission.

I. Any teacher who wishes to remove general equipment from the building, must receive the Administrator's permission or if they do so without said permission, will be subject to disciplinary action.

J. It is the responsibility of the Building Administrator to determine who will collect money for milk, weekly magazines, insurance, etc., unless directed otherwise by the Superintendent of Schools.

K. Faculty meetings to be called at the discretion of the Administrator not to exceed the number permitted in the teacher's contract.

L. Agendas for faculty meetings are the sole responsibility of the Administrator. Each Administrator shall make available to his/her teaching staff said agenda one day in advance of said meetings after which any member of the staff may suggest additions to said agenda to the Administrator.

M. Formal evaluation of both tenure and non-tenure teachers is the sole responsibility of the Administrator (delegation of evaluation is allowed). The number of formal evaluations shall be determined by the Administrator, except as limited by the teachers' contract.

N. There shall be no limit set to the number of classroom visitations by the Administrator.

O. Observation and supervision of the teacher shall be made at the discretion of the Administrator.

ARTICLE XIV GRIEVANCE AND ARBITRATION PROCEDURE

A. Purpose - The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of Administrators. Both parties agree that proceedings shall be kept as confidential as appropriate.

B. Definitions:

1. "Grievance" shall mean any claim by any Administrator or group of Administrators of the WHAA (each category of which shall be hereinafter referred to as "The Grievant") concerning the interpretation of, application or violation of a specific provision of this Agreement or an established practice between the Parties.
2. Administrator shall mean any certified professional employee of this unit below the rank of Superintendent and may include a group of Administrators similarly affected by a grievance.
3. When "days" are referred to in the time limits hereof, such shall mean school days.

C. Time Limits:

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If an Administrator does not file a grievance in writing within thirty (30) 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.
3. Failure by the aggrieved Administrator at any level to appeal a grievance to the next level within the specified time limit, shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedure:

1. If an Administrator feels that he may have a grievance, he shall first discuss the matter with his immediate supervisor or other appropriate Administrator in an effort to resolve the problem informally.
2. If the Administrator is not satisfied with such disposition of the matter, he shall have the right to have the WHAA assist him in further efforts to resolve the problem informally with his supervisor -or other appropriate Administrator.

E. Formal Procedure:

1. Step 1 - If the aggrieved Administrator is not satisfied with the disposition of his grievance on an informal basis, he may file in writing a grievance with the WHAA for referral to the Superintendent of Schools.
 - a. The WHAA shall within five (5) days after receipt, refer the grievance to the Superintendent but prior to doing so, the WHAA shall provide an opportunity for the aggrieved Administrator to meet with the appropriate committee to review the grievance.
 - b. The Superintendent shall within ten (10) days after receipt of the written grievance, meet with the aggrieved Administrator and with representatives of the WHAA for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept.
 - c. The Superintendent shall within five (5) days after the hearing, render his decision and the reasons therefor in writing to the aggrieved Administrator with a copy to the WHAA.
2. Step 2 - If the aggrieved Administrator is not satisfied with the disposition of his grievance at Step 1, he may within three (3) days after the decision or within six (6) days after the hearing, file the grievance again with the WHAA for appeal to the Board of Education.
 - a. The WHAA shall within three (3) days after receipt, refer the appeal to the Board of Education.
 - b. The Board of Education shall, within fifteen (15) days after receipt of the written appeal, meet with the aggrieved Administrator and with representatives of the WHAA for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept.
 - c. The Board shall, within five (5) days after such meeting render its decision and reason therefore, in writing to the aggrieved Administrator, with a copy to the WHAA.

F. Arbitration:

1. If the aggrieved Administrator is not satisfied with the disposition of his grievance at Step 2, he may within three (3) days after the decision or within six (6) days after the Board meeting, request in writing to the President of the WHAA that his grievance be submitted to arbitration.
2. The WHAA may within five (5) days after receipt of such request submit the grievance to arbitration.

3. The Chairman of the Board and the President of the WHAA 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.
4. The arbitrator so selected shall confer promptly with representatives of the Board and the WHAA shall review the record of previous hearings and shall hold such further hearings with the aggrieved Administrator and other parties in interest as he shall deem requisite.
5. The arbitrator shall render his decision in writing to all parties in interest, setting forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest to the extent permitted by law.
6. The cost of the services of the arbitrator shall be borne equally by the Board and the WHAA.

G. The Superintendent and/or the Board shall have the right to file a grievance in writing with the WHAA and such shall thereafter be processed in accordance with Step 2 of the following steps of the Grievance Procedure.

H. All grievances must be submitted in writing pursuant to Step 1 within fifteen (15) days of the date upon which the occurrence given rise to the grievance occurred. Failure to file such grievance within the time limits specified herein or to process a grievance within the time limits specified herein shall be deemed a waiver of the grievance.

I. Any arbitrator acting pursuant to this Agreement shall have power only to construe specific provisions of this Agreement and shall have no authority to add to, delete from, or modify in any way, any provisions of this Agreement.

J. Representation:

1. No reprisals, of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. When an Administrator is not represented by WHAA, the WHAA shall have the right to be present and to state its view at all stages of the procedure.
3. Only the WHAA shall have the right to submit a grievance to arbitration by following the procedure outlined above. Individual members shall not have the right to submit grievances to arbitration independently.

4. The WHAA may, if it desires, call upon the professional services of any person it deems necessary to assist the WHAA at any state of the procedure.
- K. Miscellaneous:
 1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
 2. Forms for filing and processing grievances and other necessary documents, shall be prepared by the Superintendent with the approval of the WHAA, and be made available to the WHAA to facilitate operation of the grievance procedure.

ARTICLE XV MISCELLANEOUS

A. The Board of Education shall pay each Administrator the sum of \$300.00 for conference expenses to be paid in one lump sum as of September 1st of each school year.

B. The WHAA and the Board agree that this agreement represents the complete agreement between the parties concerning all conditions of employment and salaries of Administrators, for the duration of this agreement.

C. The Board and the WHAA shall comply with all applicable State and Federal Laws.

D. Whenever written notice is required to be given herein, such notice shall be given by letter to the last address of the person as contained in the files of the Board of Education.

E. No Administrator shall be required to pick up or deliver any mail or correspondence.

F. The Board agrees to provide medical coverage for all Administrators over 65, except that the cost of such coverage shall not exceed the cost afforded to other Administrators.

G. All Administrators shall receive \$45.00 per month for travel, except the Language Arts Coordinator, Math Coordinator, Science Coordinator, Health/PE Coordinator, Early Childhood Director, Director of Pupil Services, Assistant Director of Pupil Services, Director of Grant Administration and any future district coordinators, who shall each receive \$100.00 per month.

H. Longevity: After ten (10) years of employment an Administrator shall receive an increment of \$520; after fifteen (15) years employment an additional increment of \$650; after twenty (20) years of employment an additional \$520; after twenty five (25) years of employment an additional \$520; after thirty (30) years of employment an additional increment of \$520. Years of employment shall mean years of employment as a certified professional in West Haven only.

I. Miscellaneous Tuition Costs - An Administrator shall be reimbursed by the Board for his/her tuition costs exclusive of all other fees upon the successful completion of each graduate credit course beyond the bachelor plus 60 step at the rate of \$80.00 a credit course up to a maximum of \$390, in any school year provided the courses taken are approved by the Superintendent of Schools and relate to the field of education and are completed in an institution which is accredited by a regional accreditation Association, e.g.: Middle State Association of Colleges and Schools North Central Association of Colleges and Schools Northwest Association of Schools and Colleges Southern Association of Colleges and Schools New England Association of Schools and Colleges Western Association of Schools and Colleges.

J. The Board will notify an individual Administrator of the administrative staff of any major decisions affecting said individual Administrator of the administrative staff prior to releasing said decisions to the press.

K. Each Administrator will receive annually an individual salary agreement.

L. The Board agrees to reimburse Administrators for approved expenses directly attributable to operation of school offices through presentation of paid receipts.

M. The Board agrees to provide a mileage expense account for Administrators who are required to travel outside of Greater New Haven in order to attend meetings for the school system. The rate applicable shall be as determined by the Internal Revenue Service.

N. Administrators shall continue to be paid in 26 installments, bi-weekly provided, however, that ten month Administrators will have the option to withdraw their four (4) final checks in one lump sum, less necessary deductions, payable on the first payroll date in July. Exercise of such option must be made by notifying the Board not later than June 1 preceding the first payroll.

O. Union Dues - The Board shall deduct dues from such professional staff members salary, executing an authorization to do so, once a month and remit same promptly to Treasurer of WHAA.

P. A salary differential for the sixth year and conferred doctorate, will be paid only to those Administrators who have obtained degrees from institutions which are accredited by regional accrediting association, i.e., Middle State Association of Colleges

and Schools North Central Association of Colleges and Schools Northwest Association of Schools and Colleges Southern Association of Colleges and Schools New England Association of Schools and Colleges Western Association of Schools and Colleges

Q. Doctorate stipend to be paid only to those Administrators who are awarded a Ph.D. or E.ED in a planned program which relates to the field of education (this provision shall not be retroactive).

R. Each building Administrator shall have a private office.

S. Upon the creation of new administrative positions, the Board will negotiate with WHAA on all contractual items.

T. For administrators who commenced employment as administrators prior to the 1997-98 school year, when he/she dies or retires he/she or his/her estate shall be paid 30 days sick pay, prorated on annual salary, regardless of accumulation (more or less) at the time of death or retirement. This provision shall not apply to administrators who commence employment as administrators during the 1997-98 school year and thereafter.

U. A conference fund shall be set aside for use with the approval of the Superintendent of Schools for professional conferences, meetings, etc. that exceed the present cost allocated to Administrators.

ARTICLE XVI EARLY RETIREMENT INCENTIVE PLAN

Effective September 1, 1985, the West Haven Board of Education shall provide the West Haven Administration with an Early Retirement Plan subject to the following provisions, however employees hired after July 1, 2007 shall not be eligible for the Early Retirement Incentive Plan:

A. Early Retirement Incentive Plan Eligibility

To be considered for participation in the Early Retirement Plan, a certified Administrative Staff Member must fulfill all of the following requirements:

1. Be eligible for retirement benefits under the Connecticut Teacher Retirement system no later than August 31, immediately following the school year in which termination of employment becomes effective.
2. Have completed at least 96 months of satisfactory employment (determined by the Superintendent of Schools) as a West Haven Administrator under contract with the West Haven Board of Education as of the date termination of employment becomes effective.

3. Be at least 52 years of age by no later than August 31 immediately following the school year in which termination of employment becomes effective and no older than age 64 as of June 30 of the school year in which termination of employment become effective.
4. Have a combined total of age plus services credited by the Connecticut Teacher Retirement System of at least 75 years by no later than August 31 immediately following the school year in which termination of employment becomes effective.
5. Application must be made by no later than February 15th of the school year in which termination of employment is effective.

B. Incentive

1. An Administrator who fulfills the eligibility requirements shall be paid an incentive allowance. Such allowance will be equal to the annual salary rate in effect in the year the application is made. The incentive allowance will be reduced for each year the age of the Administrator exceeds fifty-two at the date employment terminates. Such reduction shall be five percent for each year of age 52 through 60 and then ten percent each year age 61 through 65.

The incentive shall be paid over a two-year period in two equal installments following the fiscal year in which termination of employment becomes effective.

The scale is as follows:

<u>AGE</u>	<u>PERCENT OF SALARY</u>	<u>AGE</u>	<u>PERCENT OF SALARY</u>
52	90%	59	55%
53	85	60	50
54	80	61	40
55	75	62	30
56	70	64	20
57	65	64	10
58	60	65	0

Example: A person of age 62 whose current salary is \$20,000.00; $30\% \times \$20,000.00 = \$6,000.00$; Payment \$3,000.00 for first year, Payment \$3,000.00 for second year.

2. There shall be a limit of no more than three (3) Administrators allowed to enter into the Early Retirement Incentive Plan, in any given year.

3. In the event, in any given year, more than three (3) Administrators make application for the Early Retirement Incentive Plan, priority shall be given on the basis of seniority as an Administrator.
4. An Administrator who retires and does not qualify in a given year, due to the reason of least amount of Administrative seniority, shall be entitled to the benefits under the Early Retirement Incentive Plan at the age he/she retires. Such benefits shall begin to be paid in the subsequent year or until such time he/she meets the requirements relative to Administrative seniority.
5. The Administrator selecting the Early Retirement Option, does so under the exclusion of the Severance Pay provisions of the Administrators' Agreement.
6. In the event that any Administrator who elected Early Retirement Plan shall die prior to the payment of all benefits due hereunder, any prepaid portion hereof shall be paid to his/her designated beneficiary.

ARTICLE XVII REDUCTION IN FORCE

It is understood that it is within the discretion of the Board of Education to reduce the educational program curriculum and staff when economic, pupil enrollment decline and other justifiable reasons dictate. If, in the Board's opinion, it is necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative services within the West Haven Public School System, certification and qualifications.

In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

- a. 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 and qualified.
- b. 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 seniority in his/her present classification, provided he/she is certified and qualified for that position.
- c. If there is no existing administrative opening in his/her classification and the displaced Administrator has the least seniority in his/her present classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified provided, however, such appointment does not constitute a promotion to a higher classification.

- d. If there are no existing administrative openings in any administrative classification, and the displaced Administrator has the least seniority in his/her present classification, but has administrative seniority over an Administrator in another classification for which the displaced Administrator is certified and qualified, the displaced Administrator will be offered such position; provided, however, such appointment does not constitute a promotion to a higher classification.
- e. 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 for which he/she is certified.
- f. If an Administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher's contract for his/her administrative and teaching experience within the school system and shall retain all accumulated sick leave, providing the latter does not violate the teacher's contract or pertinent state statute.
- g. Any Administrator who has been displaced as aforesaid shall be placed on a reappointment list for three (3) 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 and qualified and in which they have previous acceptable experience, according to their administrative seniority in the West Haven Public School System. If a reappointment is offered consistent with the above and is refused by the Administrator, he/she shall thereupon be removed from the reappointment list.
- h. For purposes of this Article, administrative classifications shall be as follows:
 - 1. High School Principal
 - 2. Middle School Principal, Elementary School Principal, Director of Pupil Personnel, Director of Grant Administration
 - 3. Assistant Directors of Pupil Services, Language Arts Coordinator, Math Coordinator, Science Coordinator, High School Assistant Principal, Athletic Director/Health and P.E., and Early Childhood Coordinator.
 - 4. Other Program Coordinators: Adult Education and Middle School Assistant Principals

5. Secondary Coordinators.
6. Provost.
- i. Qualification as used in this Article shall be determined by the Superintendent of Schools, provided that his decision shall not be arbitrary or capricious.

INVOLUNTARY TRANSFER

Section 1 - An involuntary transfer is:

1. A reassignment of an Administrator from one position in a salary group to another position in lower paying salary group; or
2. A reassignment of an Administrator's position from the salary group to a lower paying salary group because of a change in the duties or responsibilities of such position. During the term of their working agreement School Administrators shall be reduced in grade only for good and just cause. Transfers implemented at the request of an Administrator are voluntary transfers and are not subject to the provisions of this article.

ARTICLE XVIII SALARY SCHEDULE

1. 2023-2024 Effective September 1, 2023, the salary schedule attached at Appendix B-1 shall be in effect. Administrators not already at the top step shall advance one step.
2. 2024-2025 Effective September 1, 2024, the salary schedule attached at Appendix B-2 shall be in effect. Administrators not already at the top step shall advance one step.
3. 2025-2026 Effective September 1, 2025, the salary schedules attached at Appendix B-3 shall be in effect. Administrators not already at the top step shall advance one step.

Dated at West Haven this 23rd day of August, 2022.

WEST HAVEN ADMINISTRATORS' ASSOCIATION

A handwritten signature in blue ink, consisting of stylized initials and a surname, written over a horizontal line.

WEST HAVEN BOARD OF EDUCATION

A handwritten signature in blue ink, appearing to read "M. J. C. [unclear]", written over a horizontal line.

APPENDIX B-1

SALARY SCHEDULE 2023-2024 (WITH SIXTH YEAR)

Step	1	2	3	4	5	6
	High School Principal	MS & ES Principal, Director of Pupil Services, Director of Grant Administration	Asst. Director of Pupil Services, Language Arts, Math and Science Coordinators, HS Asst. Principals, AD Health/PE Coordinator, Early Childhood Coordinator	Other Program Coordinators, MS Asst. Principals, Adult Ed	Secondary Coordinators	Provost
1						
2	\$112,632.48	\$108,890.48	\$106,645.69	\$101,407.10	\$93,924.50	\$108,641.53
3	\$116,376.93	\$112,505.67	\$110,183.29	\$104,763.89	\$97,023.25	\$112,256.70
4	\$120,119.86	\$116,119.87	\$113,719.71	\$108,121.08	\$100,120.66	\$115,870.91
5	\$127,009.77	\$122,833.56	\$120,327.47	\$114,481.32	\$106,124.54	\$122,584.59
6	\$139,425.69	\$135,073.25	\$132,461.26	\$126,367.57	\$117,760.38	\$134,824.28
7	\$142,214.20	\$137,774.71	\$135,110.48	\$128,894.92	\$120,115.58	\$137,520.77

Conferred Doctorate \$1,906.78

SALARY SCHEDULE 2023-2024 (WITHOUT SIXTH YEAR)

Step	1	2	3	4	5	6
	High School Principal	MS & ES Principal, Director of Pupil Services, Director of Grant Administration	Asst. Director of Pupil Services, Language Arts, Math and Science Coordinators, HS Asst. Principals, AD Health/PE Coordinator, Early Childhood Coordinator	Other Program Coordinators, MS Asst. Principals, Adult Ed	Secondary Coordinators	Provost
1						
2	\$107,606.51	\$104,037.92	\$101,897.48	\$96,902.58	\$89,765.70	\$103,788.92
3	\$111,329.89	\$107,632.97	\$105,415.15	\$100,239.78	\$92,846.24	\$107,384.01
4	\$115,827.91	\$112,016.68	\$109,730.03	\$104,394.39	\$96,772.03	\$111,767.70
5	\$120,325.93	\$116,400.38	\$114,044.93	\$108,549.01	\$100,697.80	\$116,151.42
6	\$130,349.95	\$126,310.10	\$123,885.81	\$118,229.66	\$110,149.57	\$126,061.14
7	\$132,956.95	\$128,836.30	\$126,363.53	\$120,594.25	\$112,352.56	\$128,582.36

Conferred Doctorate \$1,906.78

APPENDIX B-2

SALARY SCHEDULE 2024-2025 (WITH SIXTH YEAR)

Step	1	2	3	4	5	6
	High School Principal	MS & ES Principal, Director of Pupil Services, Director of Grant Administration	Asst. Director of Pupil Services, Language Arts, Math and Science Coordinators, HS Asst. Principals, AD Health/PE Coordinator, Early Childhood Coordinator	Other Program Coordinators, MS Asst. Principals, Adult Ed	Secondary Coordinators	Provost
1						
2						
3	\$118,704.47	\$114,755.79	\$112,386.95	\$106,859.17	\$98,963.71	\$114,501.84
4	\$122,522.26	\$118,442.27	\$115,994.10	\$110,283.50	\$102,123.07	\$118,188.33
5	\$129,549.96	\$125,290.23	\$122,734.02	\$116,770.95	\$108,247.03	\$125,036.28
6	\$142,214.20	\$137,774.71	\$135,110.48	\$128,894.92	\$120,115.58	\$137,520.77
7	\$145,058.48	\$140,530.20	\$137,812.69	\$131,472.82	\$122,517.90	\$140,271.18
8	\$147,959.65	\$143,340.81	\$140,568.95	\$134,102.27	\$124,968.25	\$143,076.61

Conferred Doctorate \$1,906.78

SALARY SCHEDULE 2024-2025 (WITHOUT SIXTH YEAR)

Step	1	2	3	4	5	6
	High School Principal	MS & ES Principal, Director of Pupil Services, Director of Grant Administration	Asst. Director of Pupil Services, Language Arts, Math and Science Coordinators, HS Asst. Principals, AD Health/PE Coordinator, Early Childhood Coordinator	Other Program Coordinators, MS Asst. Principals, Adult Ed	Secondary Coordinators	Provost
1						
2						
3	\$113,556.49	\$109,785.63	\$107,523.46	\$102,244.57	\$94,703.17	\$109,531.69
4	\$118,144.46	\$114,257.01	\$111,924.63	\$106,482.28	\$98,707.47	\$114,003.06
5	\$122,732.45	\$118,728.39	\$116,325.82	\$110,719.99	\$102,711.75	\$118,474.45
6	\$132,956.95	\$128,836.30	\$126,363.53	\$120,594.25	\$112,352.56	\$128,582.36
7	\$135,616.09	\$131,413.03	\$128,890.80	\$123,006.14	\$114,599.61	\$131,154.01
8	\$138,328.41	\$134,041.29	\$131,468.62	\$125,466.26	\$116,891.60	\$133,777.09

Conferred Doctorate \$1,906.78

APPENDIX B-3

SALARY SCHEDULE 2025-2026 (WITH SIXTH YEAR)

Step	1	2	3	4	5	6
	High School Principal	MS & ES Principal, Director of Pupil Services, Director of Grant Administration	Asst. Director of Pupil Services, Language Arts, Math and Science Coordinators, HS Asst. Principals, AD Health/PE Coordinator, Early Childhood Coordinator	Other Program Coordinators, MS Asst. Principals, Adult Ed	Secondary Coordinators	Provost
1						
2						
3						
4	\$124,972.70	\$120,811.11	\$118,313.98	\$112,489.17	\$104,165.53	\$120,552.09
5	\$132,140.96	\$127,796.04	\$125,188.70	\$119,106.37	\$110,411.97	\$127,537.01
6	\$145,058.48	\$140,530.20	\$137,812.69	\$131,472.82	\$122,517.90	\$140,271.18
7	\$147,959.65	\$143,340.81	\$140,568.95	\$134,102.27	\$124,968.25	\$143,076.61
8	\$150,918.85	\$146,207.62	\$143,380.33	\$136,784.32	\$127,467.62	\$145,938.14
9	\$153,937.22	\$149,131.78	\$146,247.93	\$139,520.00	\$130,016.97	\$148,856.90

Conferred Doctorate \$1,906.78

SALARY SCHEDULE 2025-2026 (WITHOUT SIXTH YEAR)

Step	1	2	3	4	5	6
	High School Principal	MS & ES Principal, Director of Pupil Services, Director of Grant Administration	Asst. Director of Pupil Services, Language Arts, Math and Science Coordinators, HS Asst. Principals, AD Health/PE Coordinator, Early Childhood Coordinator	Other Program Coordinators, MS Asst. Principals, Adult Ed	Secondary Coordinators	Provost
1						
2						
3						
4	\$120,507.35	\$116,542.15	\$114,163.12	\$108,611.92	\$100,681.62	\$116,283.12
5	\$125,187.10	\$121,102.96	\$118,652.34	\$112,934.39	\$104,765.99	\$120,843.94
6	\$135,616.09	\$131,413.03	\$128,890.80	\$123,006.14	\$114,599.61	\$131,154.01
7	\$138,328.41	\$134,041.29	\$131,468.62	\$125,466.26	\$116,891.60	\$133,777.09
8	\$141,094.98	\$136,722.11	\$134,097.99	\$127,975.58	\$119,229.43	\$136,452.63
9	\$143,916.88	\$139,456.56	\$136,779.95	\$130,535.10	\$121,614.02	\$139,181.68

Conferred Doctorate \$1,906.78