

## MEMORANDUM

### Municipal Accountability Review Board

To: Members of the Municipal Accountability Review Board

From: Julian Freund, OPM

Subject: West Haven Teachers Union Settlement Agreement

Date: September 27, 2018

#### **Background**

The current collective bargaining agreement between the West Haven Board of Education and the West Haven Federation of Teachers was originally ratified in 2014 for a period of four years (Sept. 2014 – Aug. 2018). In 2017, the parties extended the agreement to August 2021 but left wages for FY 2019/20 and FY 2020/21 subject to wage reopeners. A Settlement Agreement on the wage reopeners dated August 30, 2018 was recently approved by the union and the Board of Education, and subsequently filed with the City Clerk on Sept. 18.

Section 367 of Public Act 17-2 provides the MARB with the same opportunity to approve or reject the Settlement Agreement as the municipal legislative body. Action by the MARB would need to be taken within 30 days of filing the Settlement Agreement (i.e. by Oct. 17). Alternatively, the MARB could opt to take no action on the Settlement Agreement. The West Haven City Council, if it decides to take action, has the same 30-day timeframe to approve or reject the Settlement Agreement.

#### **Wage Provisions of Settlement Agreement**

The Settlement Agreement provides for wage adjustments in FY 2019/20 and FY 2020/21 as follows:

- FY 2019/20: 0% general wage increase with no step advancements
- FY 2020/21: 1% general wage increase with no step advancement

The base salaries for the employees covered in this collective bargaining unit total approximately \$38.25 million in the adopted FY 2018/19 budget.

The remainder of the Sept. 2017 – Aug. 2021 collective bargaining agreement is unchanged.

#### **Recent History of Wage Increases**

The Settlement Agreement follows four years of general wage increases ranging from 0% to 2% as follows:

- FY 2018/19: 0% general wage increase except for employees at top step (1%), plus step advancement
- FY 2017/18: 1% plus step advancement
- FY 2016/17: Between 1% and 2% (depending on current step), plus step advancement
- FY 2015/16: 0% general wage increase except for employees at top step (1.2% to 1.4%), plus step advancement

Please contact me if you have any questions or need any further information on this.

**Attachments**

- August 30, 2018 Settlement Agreement

Cc:

Robert Dakers, OPM  
Alison Fisher, OPM  
Riju Das, OTT  
Mayor Nancy Rossi, City of West Haven  
Neal Cavallaro, Superintendent, West Have BOE  
Matthew Cavallaro, Business Manager, West Haven BOE  
Ron Cicatelli, Director of Finance, City of West Haven



# WEST HAVEN DEPARTMENT OF EDUCATION

*"Schools Committed to Excellence"*

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West Haven, CT 06516

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NEIL C. CAVALLARO

*Superintendent of Schools*

September 18, 2018

Debra Collins, City Clerk

City of West Haven

355 Main Street

West Haven, CT 06516

Dear Mrs. Collins,

Attached you will find a copy of the settlement agreement between the West Haven Board of Education and the West Haven Federation of Teachers. It was ratified by the union on September 6, 2018, and by the Board at its meeting held last night.

As you know, now that the settlement has been filed with your office, the City Council has thirty days to reject it, or it becomes binding.

Very truly yours,

Neil C. Cavallaro

Superintendent of Schools

Cc: Rosemary Russo, Chairwoman, West Haven Board of Education  
Kristen Scanlon, President, West Haven Federation of Teachers  
Ronald Quagliani, Chairman, West Haven City Council  
Dianna Wentzell, Commissioner of Education, Connecticut  
Floyd Dugas, Attorney, West Haven Board of Education  
Nancy Rossi, Mayor, City of West Haven  
Robert Dakers, Office of OPM, Connecticut

ATTACHMENT

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT is made by and entered into this 30 day of August, 2018 by and between the WEST HAVEN BOARD OF EDUCATION (the "Board") and the WEST HAVEN FEDERATION OF TEACHERS, AFT (the "WHFT") (the Board and WHFT are referred to sometimes collectively as the "Parties").

**RECITALS:**

- A. The Parties entered into a collective bargaining agreement for the period September 1, 2017 – August 31, 2021 (CBA).
- B. The CBA has a wage reopener for 2019-20 and 2020-21.
- C. The Parties have agreed to settle the reopener on the terms set forth below.

NOW, THEREFORE, the Parties agree as follows:

- 1. For 2019-20, there shall be a "hard freeze", i.e., no step movement and no general wage increase; teachers shall continue to be paid the salary they were paid for 2018-19.
- 2. For 2020-21, there shall be a one (1%) percent general wage increase; however, there shall be no step advancement.
- 3. All other terms and conditions of the CBA shall remain in effect and unchanged.
- 4. The foregoing settlement is subject to approval by the Board, the full rank and file of the WHFT and per statute (C.G.S. §10-153) the West Haven Town Council.

West Haven Board of Education

By Rosemary Russo  
Rosemary Russo  
Chairperson

By Neil Cavallaro  
Neil Cavallaro  
Superintendent of Schools

West Haven Federation of Teachers, AFT

By Karla Malley Scudder  
8-30-2018 ratification  
9/16/18

By \_\_\_\_\_

**WEST HAVEN BOARD OF EDUCATION**

**and the**

**WEST HAVEN FEDERATION OF TEACHERS  
LOCAL 1547, AFT, AFL-CIO**



**SEPTEMBER 1, 2017 - AUGUST 31, 2021**

## **PREAMBLE**

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Whereas, the West Haven Federation of Teachers and the West Haven Board of Education believe in the importance of education for the preservation and extension of our democracy and reaffirm our common goal and mutual responsibility of providing the best education for the children of West Haven and whereas the West Haven Federation of Teachers and the West Haven Board of Education hereby declare our mutual interest in working together through the collective bargaining process to achieve our common goal of educational excellence and true professionalism, for the best interests of children, community, educational system and teachers;

Whereas, Connecticut Public Law 298, as amended, recognizes the procedure of collective bargaining as a peaceful, fair, and orderly way of conducting relations between boards of education and teacher organizations:

Thereby, in a special referendum conducted by the American Arbitration Association among the certified personnel of the West Haven School System on November 22, 1968, a majority of those voting elected as their sole representative the West Haven Federation of Teachers, and it thereby became the exclusive collective bargaining representative for all classroom teachers and other professional staff members in the unit; and

Whereas, the Board and its designated representatives have met with representatives of the Federation, and fully considered and discussed with them, as representatives of the professional staff in the bargaining unit, conditions relative to employment as required by law, it is agreed as follows:

## **AGREEMENT**

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AGREEMENT MADE AND ENTERED INTO BY and between the School Board of the City of West Haven (hereinafter referred to as the "Board") and the West Haven Federation of Teachers, Local 1547, AFTCT, AFT, AFL-CIO (hereinafter referred to as the "Federation").

## **ARTICLE I. FEDERATION RECOGNITION AND RIGHTS**

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### **SECTION 1. RECOGNITION**

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- A. The Board recognizes the Federation as the exclusive bargaining representative of all those employed in the following positions: certified classroom teachers, master teachers, special class teachers, special area teachers, evening school teachers, homebound teachers, certified nurses, basic adult education directors, summer school directors, long-term substitutes and part-time teachers. All certified teachers, excluding adult education and coaches, will be entitled to all the

rights of this Agreement whether they are full or part time. There will be a separate scale for union dues for persons working less than full time.

- B. The Federation recognizes that its members, those in the public school setting and those in the non-public school setting are professionals trained to provide classroom instruction to the pupils of the city, and to implement the educational program as determined by the Board, subject to the provisions of this agreement and Connecticut State Statutes.

## SECTION 2. RIGHTS

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- A. Whereas in a democratic society it is not the goal of a school system to indoctrinate students in any particular political, religious or social points of view and in order for the teacher to present a complete spectrum of viewpoints: No religious, political or social activities of any staff member (provided such activities do not take place during his/her working day) or lack thereof will be grounds for any discipline or discrimination with respect to the professional status of such staff member.
- B. No consideration of race, color, sex, marital status, nationality, religion, creed, sexual orientation, physical disability, political or social beliefs shall be used in decisions to hire or fire any staff member.
- C. The Board and the Federation recognize it is the responsibility of teachers to utilize varied and meaningful materials in order to successfully implement the school curriculum. Should any dispute arise regarding the use of materials related to the curriculum by any Professional Staff Member, such Professional Staff Member may request a conference to be held with the Assistant Superintendent and such Professional Staff Member's immediate supervisor. Upon request, a representative of the Federation shall be allowed to participate in such meeting.
- D. No teacher shall be disciplined except for just cause.

## ARTICLE II. BOARD'S RIGHTS

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- A. The Federation recognizes that the Board has the full authority of the law to manage, control and direct the operations of the school system, subject to the provisions of this agreement and Connecticut State Statutes; including, but not limited to, the rights to assign, reassign and transfer teachers in the best interest of the school district, subject to prior notification to the Federation stating the specific reasons for the transfer and after discussion and receiving consent from the Federation for the transfer.
- B. This agreement shall be applicable to all Board-sponsored educational programs; day school sessions, evening school, summer school, homebound programs, and extracurricular activities.

## ARTICLE III. NO STRIKE CLAUSE

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- A. During the duration of the Agreement, no member of the bargaining unit or representative of the Federation shall engage in, participate in, sponsor or promote any refusal to work, mass resignation, slowdown or strike.
- B. Nothing in this Agreement shall limit or contravene the authority of the Board as provided in the Connecticut General Statutes and the charter of the City of West Haven. The Board shall not, however, exercise any of its authority to contravene a specific provision of this agreement.

## ARTICLE IV. DEFINITION OF TERMS

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### SECTION 1. TEACHING PERIODS

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Teaching periods are those periods in which the teacher is actively involved with the pupil in the act of teaching and has participated in the planning of the instruction to be conducted. It shall not include any advisory or similar periods.

### SECTION 2. PREPARATION PERIODS

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Preparation periods are those periods in which the teacher is free to utilize the time as he/she deems best.

### SECTION 3. SPECIAL AREA TEACHERS

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The term special area teacher in the regular day school instructional program comprises the following categories: teachers of music, art, physical education, industrial arts, science facilitator, technology, home economics, remedial reading, and library science.

### SECTION 4. SPECIAL CLASS TEACHER

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The term Special Class Teacher in the regular day school instructional program comprises the following categories: teachers of the emotionally disturbed, perceptually handicapped, speech and hearing impaired, physically handicapped, developmentally challenged and aphasic and the educational adjustment program.

### SECTION 5. LONG TERM SUBSTITUTE

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A teacher employed for more than forty (40) consecutive school days in the same position to substitute for a teacher absent from class or duties.



## SECTION 6. SENIORITY

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Seniority is the length of service of a Professional Staff Member within the school system. Length shall be measured from the date of the signing of his/her contract.

## SECTION 7. SECONDARY SCHOOLS

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Secondary schools shall be junior highs and/or middle schools, intermediate schools and senior high schools.

## SECTION 8. SPECIALISTS

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Specialists are those teachers whose general conditions of employment vary from those of the regular classroom teacher in that their position is affected by physical limitations or requires a different atmosphere within which they are required to do their jobs, further specialized certification mobility or skills specific to their particular area of instruction.

## SECTION 9. TEACHER

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The term teacher as used in the agreement, except where otherwise indicated, is considered to apply to the regular professional certified employees referred to in the recognition provision hereof, and the pronoun "his" also indicates the use of the pronoun "her".

## SECTION 10. FEDERATION

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The Federation is the sole certified collective bargaining representative of Teachers as defined above, and for the purpose of interpreting the Grievance Procedure is any elected or appointed official or representative of the West Haven Federation of Teachers, including but not limited to, the staff and elected, retained or appointed representatives of the Connecticut State Federation of Teachers, ( AFTCT, AFL-CIO), and the American Federation of Teachers, (AFT, AFL-CIO), and/or any other party officially designated by the West Haven Federation of Teachers as its representative.

## SECTION 11. SCHOOL DAY

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Any day that school is in session for the minimum number of hours required by the State Statute.

## ARTICLE V. GRIEVANCE PROCEDURE

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### SECTION 1. PURPOSE

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- A. The purpose of this procedure is to secure, at the lowest possible level of employee-employer relationship, equitable solutions to problems which may arise affecting the welfare or working conditions of any teachers covered by this contract.

Accordingly, the Federation and the Board agree that during the life of this Agreement, all disputes between the Federation and the Administration, shall be settled in accordance with the provisions of this grievance procedure and that all such proceedings shall be kept as confidential as is appropriate.

### SECTION 2. DEFINITIONS

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- A. "Grievance" shall mean any claim by any Teacher, or group of Teachers, or the Federation (each category of which shall be hereinafter referred to as "The Grievant") that:
  - 1. A Teacher has been treated unfairly or inequitably; or
  - 2. There has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, or any of the rules, regulations, administrative directives, policies and established practices of the Board of Education.
- B. "Federation" - See Definition of Terms.
- C. "Teachers" - See Definition of Terms.

### SECTION 3. STRUCTURE

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- A. The Federation may select a Teacher who shall have one additional free period daily for the purpose of investigating and processing grievances and for other Federation business.

### SECTION 4. TIME LIMITS

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- A. Since it is important that grievances be processed as rapidly as possible, all grievances shall be processed in accordance with the time limits specified in each step herein, and the number of days indicated at such step shall be considered as a maximum. (Such time limits, however, may be extended by written agreement between the Federation and the Board and/or the Administration) provided that no such agreement or extensions shall be made after the expiration of such time limits.
- B. If the involved teacher or the Federation does not file a grievance typewritten within thirty (30) school days after the grievant knew of the act or conditions on which the grievance is based, then the grievance shall be considered as waived. However, this time limitation shall not apply to any grievance concerning financial compensation.

- C. Failure of the Grievant at any step to appeal a grievance to the next step within the specified time periods shall be deemed to be acceptance by the Grievant of the disposition of such grievance.
- D. Failure of the Board or Administration to respond to any grievance within the specified time limits shall result in the grievance automatically being moved to the next step. The parties agree to process grievances in a prompt and expeditious manner.

#### SECTION 5. REPRESENTATION RIGHTS OF TEACHERS AND THE FEDERATION

- A. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedures by reason of such participation.
- B. No Grievant or other Teacher shall meet with any Board or Administrative representative without Federation representation on any matter pertaining to a formal grievance.
- C. Any meeting held pursuant to the Grievance Procedure shall be conducted in the Board Room at a time which will afford a fair and reasonable opportunity for the parties in interest to be present. Such parties to be present shall be designated by the Federation and the Board independently of each other.

#### SECTION 6. PROCESSING OF GRIEVANCES

- A. Since grievances are charges or claims which originate with the filing of same by the Teacher in order to facilitate the processing of such grievance, a standard grievance form shall be prepared by the Federation with the approval of the Superintendent. Such forms may be obtained through Federation Representatives and members of the Grievance Committee.

#### SECTION 7. ADMINISTRATIVE RECORD KEEPING OF GRIEVANCES

- A. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

#### SECTION 8. DISPOSITION OF GRIEVANCES - SAVINGS CLAUSE

- A. No disposition of any grievance at any step below arbitration shall be contrary to any provisions of this Agreement, applicable law, or of any rules, regulations, administrative directives, policies, and/or established practices of the Board of Education or arbitration award.

## SECTION 9. PROCEDURE

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### A. Step 1 (informal procedure).

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Any Grievant of Teacher who feels that he has a grievance and/or the Federation, shall first discuss the problem with the school official serving as the immediate administrative superior of the Grievant or Teacher concerned.

### B. Step 2 (formal procedure)

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1. If the grievance is not resolved to the satisfaction of the Grievant and/or the Federation within two (2) school days after such discussion, the Grievant and/or the Federation may submit the grievance in writing to his immediate administrative superior who will immediately notify the Federation President of the filing of the grievance and the details thereof.
2. The Principal of the school or his designee shall be considered the immediate administrative superior if the source of the grievance originated below the level of Assistant Superintendent. Such immediate administrative superior shall submit his decision in writing and provide one copy to the Grievant and one copy to the Federation within five (5) school days after receipt of such grievance.

### C. Step 3

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If the grievance is not resolved to the satisfaction of the Grievant and/or the Federation within the time limit specified at the end of Step 2, the Grievant and/or the Federation may within seven (7) school days submit such grievance in writing to the Superintendent or his designee. Any grievance arising from the action of an official above the rank of Principal may be submitted directly to the Superintendent or his designee and processed in accordance with Step 3. Upon receipt of the grievance, the Federation and the Superintendent or his designee shall meet within ten (10) school days for the purpose of discussing the grievance. The Superintendent or his designee shall, within ten (10) school days of this grievance meeting render his decision in writing to the Grievant and to the Federation. The same process of meeting and decision making will be followed with the Board of Education.

### D. Step 4

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If the grievance is not resolved to the satisfaction of the Grievant and/or the Federation within the time limit specified at the end of Step 3, the Grievant with Federation approval and/or the Federation may, within seven (7) school days, submit such grievance to the Board. When such grievance is received by the Superintendent more than five (5) school days prior to a regularly scheduled Board meeting, the Board shall submit its disposition of such grievance in writing to the Grievant and the Federation within five (5) school days after such Board meeting. Written notice of the disposition of such grievance received five (5) school days or less before a regularly scheduled Board meeting, shall be made no later than three (3) school days after the second regularly scheduled Board meeting following receipt of such grievance. The Grievant and/or Federation may attend this Board meeting and shall have the right to state their case for the grievance.

## E. Step 5 Arbitration

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1. If the grievance is not resolved under the above grievance procedure, the Grievant with Federation approval and/or the Federation may proceed within fifteen (15) school days to arbitration, which shall be final and binding upon both parties, subject to the limitations of applicable statutes and the terms of this Agreement, which shall not be added to, deleted from, or modified in any way by the arbitrator.
2. Notice of submission to arbitration by the American Arbitration Association held pursuant to the Association's rules and regulation, (hereinafter called the A.A.A.) shall be sent by the Federation to the Board of Education through the Superintendent, by registered or certified mail with return receipt requested.
3. The A.A.A. shall hear and decide only one grievance in each case and shall make appropriate compensatory awards at its discretion. The A.A.A. shall render its decision and/or award in writing to the Federation, the Grievant, and the Board within thirty (30) days from the date of the inception of the arbitration.
4. Any charges by the A.A.A. shall be shared equally by the Federation and the Board of Education.
5. When A.A.A. arbitration hearings are held during Board of Education working hours, a single Federation Representative shall be excused without loss of pay.

## ARTICLE VI. WORKING CONDITIONS

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### SECTION 1. SCHOOL YEAR

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- A. The teacher's calendar shall not exceed 180 instructional days and 4 non-instructional days for a total of 184 days. Special area teachers will be scheduled on the first and last day of the school year. Non-instructional days, other than the first teacher workday and Parent Conference day, shall be utilized for professional development activities for teachers. During the course of the school year, six days shall be shortened school days for the purpose of professional development. On such days, teachers may be required to remain in work up to two (2) hours beyond the regularly scheduled day. In addition to the foregoing, new teachers shall be required to attend a three (3) day new teacher orientation prior to the first day of work for returning teachers without additional compensation. The Board may require new teachers to report two (2) additional days for a total of five (5) for which additional days new teachers shall be paid their per diem rate.
- B. Prior to the first student day, the professional staff will report for a day of general staff and department meetings and will be dismissed at the discretion of the principal, but not later than 12:30 pm.
- C. The Board shall have the right to add up to five (5) days following the close of the regular school calendar and up to five (5) days before the start of the regular school year for some or all of the professional staff provided each such staff member is notified in writing at least thirty (30) days prior to such change at the staff member's address which shall be on file in the central office. A copy of such notice shall be sent to the Federation. Compensation for such days shall be at a pro-rata of 1/184 of the teacher's salary.

- D. All teachers new to the school system shall meet with the building principals on a day in the week preceding the opening of school in September. The purpose of this meeting shall be to orient new staff members to the school and school system.
- E. This in no way shall excuse new teachers from the general staff meeting that is held the day before the opening of school. However, this will give principals an opportunity to acquaint new staff to the minute details and routine not generally discussed at the general meeting.
- F. In secondary schools all Department Heads may be requested to assist with this meeting.
- G. The Federation shall have the right to have its representative at this meeting.

## SECTION 2. LENGTH OF SCHOOL DAY (TEACHERS)

- A. The start and close of the school day shall be set annually by the Board of Education prior to the opening day of school and shall not thereafter be altered without consultation with the Federation.
- B. The Board may alter the day at its discretion in the best interest of the school children but such prerogative shall not be exercised arbitrarily.
- C. **Length of School Day (Miscellaneous)**
  - 1. Required office hours will be conducted per individual school policy.
  - 2. Elementary teachers shall continue, in the interest of safety and order, to supervise corridor traffic, supervise student lines to point of bus embarkation, debarkation, or school crossings, except where such duties shall be performed by Teacher Aides.
  - 3. Intermediate teachers shall continue, in the interest of safety and order, to supervise corridor traffic, supervise student lines to point of bus embarkation, debarkation, or school crossings, except where such duties shall be performed by Teacher Aides.

## SECTION 3. CLASS SIZE

### A. High School and Middle School/Intermediate School

- 1. No class size shall exceed 30 students per class and the average class size throughout the school system shall not exceed 27. (Special Education classes shall not be included when computing average class size). Disputes arising out of interpretations of this class size provision shall be adjudicated by the Class Size Review Board.
- 2. The Class Size Review Board shall consist of 2 members appointed by the Superintendent, 2 members appointed by the Federation, and the President of the West Haven Parent Teachers Association Council, who shall act as the chairman.

3. The Class Size Review Board shall have the power to hear both sides of the dispute and to order that the limitations set forth in the contract not be exceeded, that the teacher accept the additional students or make recommendations to the Superintendent about alternate methods of resolving such disputes.
4. Physical education classes shall not exceed an average of 30 students per period.
5. One aide shall work in fifth and sixth grade classes when enrollment reaches 29 students.

#### B. Elementary Schools

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1. No class size shall exceed 30 students per class and the average class size throughout the school system shall not exceed 27 except that the average class size for Kindergarten and grades 1, 2 and 3 shall average 26 students with no individual class for grades 1, 2 and 3 exceeding 26 and no Kindergarten class exceeding 26. (Special Education classes shall not be included when computing average class size.)
2. One aide shall work in fourth grade classes when enrollment reaches 29 students.
3. In those few instances where the Assistant Superintendent of Schools determines that a classroom is NOT available to effect compliance with the above, a fully certified teacher shall be employed to work in the affected grade.
4. Disputes arising out of interpretations of this class size provision shall be adjudicated by a Class Size Review Board.
5. The Class Size Review Board shall consist of 2 members appointed by the superintendent, two (2) members appointed by the Federation and the President of the West Haven Parent Teachers Association Council, who shall act as the chairman.
6. The Class Size Review Board shall have the power to hear both sides of the dispute and to order that the limitations set forth in the contract not be exceeded, that the teacher accept the additional students or make recommendations to the Superintendent about alternate methods of resolving such disputes.
7. The Board shall make its best effort to continue to decrease the number of combination classes.

#### SECTION 4. RELIEF FROM NON-TEACHING DUTIES

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- A. No teacher shall be required to prepare report cards. They shall, however, continue to input grades and other information used to generate report cards.
- B. No teacher shall be assigned to the office to perform administrative or other tasks except that he/she may undertake the same voluntarily.
- C. No teacher shall be required to correct standardized tests which can be machine scored.

- D. No teacher shall be required to perform medical duties unless warranted by an emergency condition.
- E. No teacher shall perform lavatory duty in the High School or Middle School. Once the number of teachers required for hall duty is determined by the administration, it shall be filled first by volunteers. If and only if there are insufficient volunteers, shall hall duty be assigned. No teacher shall perform custodial duties. (Custodial duties shall be defined as transporting furniture, emptying trash, sweeping floors, polishing furniture, carrying cartons of books or supplies and cleaning school property).
- F. Teachers shall be responsible for supervision in the corridors outside their classrooms during period changes in the Middle and High Schools.
- G. Teachers shall not be responsible for collecting money for any purpose with the exception of school insurance and field trips.
- H. No teacher shall be assigned to supervise central detention.

## SECTION 5. LUNCH PERIODS

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- A. All elementary and elementary special education teachers shall have a duty-free lunch for forty minutes.
- B. All secondary teachers, secondary special education teachers, Intermediate Schools and middle school teachers shall have a duty-free lunch period equal in time to that of the students.
- C. All elementary teachers shall be free to leave the building during their lunch period. Secondary, middle school and Intermediate teachers shall be free to leave the building during their lunch period after verbal notification to the instructional leader, assistant instructional leader, secretary, clerk or other employee designated by the instructional leader. In the absence of any of the aforementioned staff, the teacher shall leave written notice.

## SECTION 6. HARASSMENT

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- A. No administrative criticism and/or information of personal nature shall be divulged to anyone but the teacher involved except in cases involving the grievance procedure or dismissal procedures, except as may be required by law.
- B. No electronic or mechanical surveillance devices shall be used for the observation or evaluation of any teacher.
- C. No Department Head, Supervisor or Administrator shall observe and/or listen to a teacher's class outside the classroom. Furthermore, he shall not embarrass, reprimand or interfere with the authority of the teacher in the classroom. If the class is clearly in disorder the Administrator will consult with the teacher outside the classroom. In an emergency situation the teacher will accept any assistance offered by the Administrator.
- D. No teacher shall be put in a position where he must defend any of his policies in front of another person without prior consultation with the Administrator involved. Any teacher shall have representation at his discretion at any such meeting.



- E. Any teacher required to meet central office administrator(s) or Board members shall be told in advance the subject matter of the meeting.

## SECTION 7. INTERRUPTIONS

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- A. Interruptions in the public address system will be limited to the first four (4) minutes of each period. Paging may take place only in extreme emergencies.
- B. All messages of a routine nature shall be slipped under or affixed to the window of the classroom door.
- C. The calling of rooms to the auditorium shall proceed according to the posted time schedule.
- D. There shall be no interruptions by phone, or directly to the class except in those cases involving the checking of truants, assigning of students to class, students suspected of cutting classes, contacting teachers who fail to respond to notes and similar matters to insure the proper administration of a school building. Such interruptions shall be limited to the first four (4) minutes for each period.
- E. No construction, remodeling or routine repairs may be made at a teacher's station during school hours if the teacher and/or department heads find it disruptive.

## SECTION 8. MEETINGS

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- A. Before school meetings shall be limited to those which can be held at no other time during the day.
- B. The number of administrator-initiated general faculty meetings shall not exceed ten (10) per year. Their duration shall be a maximum of one (1) hour from beginning of the meeting exclusive for time devoted to Federation Business. Five of such meetings may be used for Professional Development.
- C. Routine professional staff meetings shall be scheduled in advance, at the beginning of the school year, after consultation with the Federation.
- D. An agenda pursuant to "B" shall be prepared by the administrator with input from a staff member of the school designated by the Federation at least 48 hours prior to the meeting.
- E. The number of Department meetings shall not exceed ten (10) per year; their duration a maximum of forty-five (45) minutes exclusive of time devoted to Federation business.
- F. School meetings shall be conducted in a democratic manner and all teachers shall have the right to take an active part in the discussion of the agenda.
- G. Agendas for routine staff meetings (general or department) shall be distributed no later than one day prior to the meeting day.
- H. No more than one general staff or administratively directed meeting shall be held in a building on the same day.
- I. Special Class teachers shall be required to attend eight (8) after school general Special Education staff meetings and eight (8) after school Special Education department meetings. Special Class teachers

shall not be required to attend staff meetings at the schools in which their programs are housed.

- J. Part time staff will not be required to attend meetings that are scheduled after school unless they are scheduled to teach during the second half of the day.

## SECTION 9. PERSONNEL FILES

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- A. Upon request by the teacher, he/she shall be permitted to examine his/her file.
- B. Access to others shall be in accordance with applicable law.
- C. The Board shall agree to continue its policy of treating these files with the highest degree of confidence permitted by law.
- D. Upon written request a teacher shall be given a copy of his/her evaluation.
- E. A copy of any information concerning the employment of any teacher, his/her conduct, or efficiency (with exception of Grievance Documents), shall be included in the personnel file. A teacher may include a written reply to such information whenever it may exist.
- F. The teacher shall have the right to answer any material filed in his/her personnel file except placement papers and recommendations, and his answer attached to the file copy. Such teacher may authorize the Federation, in writing, with a copy to the Superintendent, to review his answer.
- G. No documents pertaining to a grievance procedure shall be included in a teacher's personnel file or presented as evidence to support a decision regarding reemployment, promotion, assignment or transfer. All matters pertaining to a grievance shall be treated as confidential material by the Board and Federation.
- H. All teachers shall be notified, in writing, when material is to be filed in their personnel files. Exceptions shall include the "Supplement to Instructional Personnel Record," "Teacher's Annual Salary Agreement," routine evaluations, transcripts, carbon copies of letters, forms and similar items the original of which has been sent to the teacher, "Advanced Professional Study Approval" forms, retirement applications and professional certificates or copies.

## SECTION 10. CONFERENCE

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- A. Two conference days shall be scheduled at which time teachers shall meet with parents. The first of these shall be scheduled from the hours of 9:00 - 12:00 noon and 6:00 - 8:30 p.m. with no school scheduled for this day. The second shall be scheduled from 6:00 p.m. - 8:00 p.m. with school in session for four hours. Kindergarten sessions shall be shortened during an extra day of the week this conference day is held so that teachers can meet with all the pupil's parents. The second date shall be set when the school calendar is adopted so that there is uniform scheduling of parent conferences. The Board shall schedule such conference days to insure that conference days at the High School, Middle Schools, Intermediate Schools and Elementary Schools do not occur on the same day.
- B. No teacher shall be called out of class to talk with a parent, salesman, or other visitor.
- C. No teacher shall be required to join or participate in Parent Teacher Student Associations (P.T.S.A.) and/or Parent Teacher Associations (P.T.A.).
- D. No specialist shall be required to be in the school building on conference days unless scheduled for a conference provided, however, that the specialists notify the parents that he/she is available for a scheduled conference in advance.
- E. Special Education and Elementary School teachers shall schedule conference with parents on conference day. However, Special Education and Elementary Teachers shall not be required to remain in the school building or report to their buildings if no parent conferences are scheduled for any session of such conference days.
- F. Intermediate School Teachers shall schedule conference with parents on conference day. However, Intermediate Teachers shall not be required to remain in the school building or report to their buildings if no parent conferences are scheduled for any session of such conference days.

## SECTION 11. INTRA-SCHOOL SCHEDULING AND ASSIGNMENT

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- A. No later than March 1, programming preference sheets shall be distributed to all teachers. The teacher may indicate his preference and level, subject, grade, and other particulars. All preference sheets shall be returned no later than March 15th to the principal who shall consider the teacher's preparation, experience and seniority in preparing the master schedule.
- B. Prior to the first posting of job openings for the next school year, teachers shall be given their tentative program for the following year. It shall include the subject, grade to be taught, level and room number. The Federation recognizes that the Board cannot be held responsible for errors or delays in Data Processing.

## SECTION 12. HOLIDAY DISMISSALS

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Four-hour sessions on the day preceding Thanksgiving and Christmas holiday shall be scheduled.

### SECTION 13. RELEASED TIME

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- A. Released time shall be provided when teachers are required by the administration to visit other schools, conventions, and workshops within and without the system.
- B. Teachers may request released time for purposes enumerated above subject to approval of the Superintendent.

### SECTION 14. HEALTH AND SAFETY STANDARDS

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- A. All teachers and children shall be relocated or sent home by the principal, subject to Superintendent's approval, when the Federation and school administration, by mutual agreement, deem that room temperature, ventilation, or other conditions become incompatible with health and/or safety. In the event the Federation and the administration disagree the West Haven Department of Health shall be consulted immediately and that department's recommendation made binding. Days not satisfying the minimum requirements of State Statutes shall be made up to satisfy the 180 day requirement of the law.
- B. Every reasonable effort shall be made to keep stairs, sidewalks, and parking areas free of snow, ice and other unsafe conditions prior to the opening of school. In the event of a conflict in definition of "unsafe conditions" the steps outlined in Part "A" above shall be followed.

### SECTION 15. CLOSING OF SCHOOLS

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- A. Local radio stations and television stations shall be notified no later than 6:30 a.m. if school is to be closed due to inclement weather or other emergency conditions.
- B. When school is closed during the day due to emergency conditions, elementary school teachers may leave the building as soon as all of the children from the classroom have been transported home. In middle and high schools, teachers may leave when duties, as determined by principals, are accomplished.

### SECTION 16. HIRING OF PROFESSIONAL STAFF

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- A. Only those teachers who have received a Bachelor's Degree and are Certified or approved by the State of Connecticut upon the request of the Superintendent shall be hired as permanent staff by the West Haven Board of Education to teach in that City.
- B. Upon the completion of forty (40) consecutive school days of teaching in the same position, a long term substitute shall be placed on "step one" of this B.S. teacher salary schedule and accumulate 1 1/2 paid sick days for each month's employment thereafter. Upon the completion of ninety (90) consecutive school days of teaching in the same position, a long term substitute shall receive all benefits provided for in Article VI, Section 52 ("Health and Other Benefits") Paragraphs A, B, C, D, E, G, H, and I. All non-economic provisions of the contract shall apply to long term substitutes except layoff, recall and transfer positions.

All teachers shall be hired at step one of the wage scale in the appropriate degree classification; provided, however, the Superintendent may, in his discretion, credit new hires up to one step for each year of teaching experience and/or other comparable related experience.

#### SECTION 17. IMMUNIZATION SHOTS\*

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- A. The Board shall provide immunization shots to each teacher annually, without cost to the staff member. Notification of such shots shall be sent to each teacher at least two (2) days prior to the administering of the shots, stating the times and locations of their distribution.
- B. Participation in this program shall be entirely voluntary

\*(Cold shots, Flu shots, and any other necessitated by a prevailing epidemic).

#### SECTION 18. STUDENT GRADES

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- A. The grade entered into any pupil's record by his teacher shall not be changed by anyone except the teacher.
- B. A student's grade level may be changed upon consultation with the following: psychological staff, guidance counselors, social workers, and teacher(s) involved.

#### SECTION 19. STUDENT TEACHERS

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- A. Each teacher shall have the right to accept or reject a student teacher or student observer.
- B. No student teacher shall be assigned to a teacher who does not have permanent certification in his field.
- C. Each student teacher shall be assigned to cooperating teachers in an equitable manner according to qualifications, experience and seniority of the master teacher, in that order. Where qualifications and experience are approximately equal, seniority shall prevail.
- D. Each cooperating teacher and the sending institution shall determine when a student teacher is able to conduct the class without the continuous presence of the cooperating teacher.
- E. Each cooperating teacher shall be informed of his remuneration and the other particulars of his assignment no later than ten (10) days after this information has been received by the administration.

## SECTION 20. FINAL EXAMINATIONS

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- A. Final examinations may be required. The school principal, the guidance department and the teaching staff shall cooperatively determine the subject areas in which final examinations will be given, the "weight" of the exam, and the schedule for giving exams, subject to the final approval of the Superintendent or his delegate.
- B. In all West Haven Schools, the last 4 days of the school year for the High School and the last 3 days of the school year for the middle, intermediate Schools and elementary schools consist of 4 hours each day for students. All teachers shall have a full work day except that they shall be free to leave school one hour early on such days in lieu of taking a lunch period, provided that the exercise of this option is by the entire staff of any one school.

## SECTION 21. TEACHER PROTECTION

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If a teacher is absent from school as a result of personal injury arising out of his employment, (provided the teacher is not negligent), he shall be paid his full salary (less workmen's compensation award when such award goes into effect) for the period not to exceed one calendar year from the date of injury. Such absence shall not be charged to his annual or accumulated sick leave.

## SECTION 22. ADDITIONAL SCHOOL FACILITIES

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- A. A copy machine, in good working order and well supplied available to all professional staff members to use any time that the school is in session.
- B. A lunch room and faculty lounge, appropriately furnished, comfortable and clean with a pay telephone, where possible restricted from student use, and with vending machines for soft drinks, and coffee, unless otherwise provided. Vending machines shall be provided with the concurrence of vending companies.
- C. The Board shall continue to maintain refrigerators and cooking facilities in each professional staff room in buildings where there is no cafeteria or other kitchen facilities.
- D. An individual mailbox shall be provided for each teacher. Itinerant teachers shall have the right to determine at which school their permanent mailbox shall be located.
- E. Chalkboards/whiteboards shall be provided for band and chorus rooms and other rooms where no chalkboard/whiteboard is presently available.

## SECTION 23. SUMMER SCHOOL

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- A. Professional Staff Members from previous summer school shall be given preference in summer school positions in their area of certification.
- B. Professional Staff Members from the previous year's regularly appointed professional staff shall be given first opportunity to fill any vacancy in their certified areas which exists in the faculty of the

summer school.

- C. Professional Staff Members employed by the West Haven Board of Education shall be given first opportunity to fill any vacancy in the summer school program.

#### SECTION 24. ADULT EDUCATION

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- A. Conditions set forth above for the summer school program shall also apply for the Adult Education program.

#### SECTION 25. CLASSROOM KEYS

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- A. Each teacher shall have the right to possess a key to his classroom and shall not be required to turn in same except at the end of the school year. Lost keys will be replaced at the teacher's expense.
- B. However, the following rooms may be designated as maximum security rooms: shops, science rooms and rooms with business equipment. Teachers who use these rooms during the school day shall pick up their room keys at the start of the school day and return them before they leave for the day.

#### SECTION 26. STUDENT PHYSICAL AND EMOTIONAL PROBLEM-NOTIFICATION TO TEACHER

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- A. Any classroom or special area teacher who has been assigned students with physical or extreme emotional problems shall be notified of their names at the beginning of each school year when that information is available to the school administrator. They shall also be informed of measures to be taken in cases of extreme emergency.

#### SECTION 27. MEDICAL EXAMINATIONS

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- A. No Professional Staff Member shall be required to have routine medical examinations as previously required.

#### SECTION 28. PROHIBITION ON USE OF STUDENTS

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- A. No person or group of persons covered by this agreement will organize, incite, or otherwise use student groups as advocates or conduits to promote, support or otherwise endorse matters pertaining to, but not limited to, teacher disputes, negotiations, or grievances.

## SECTION 29. TEACHER RELIEF BY SPECIAL AREA TEACHERS

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- A. Teachers shall be free to leave their classroom when special area teachers are working with their pupils. These periods shall be considered preparation time.
- B. The Special Area teachers shall be assigned to duties in accordance with the following order of priorities:
  - 1. To increase elementary school preparation time to nine (9) preparation periods per ten day cycle, one of which, per twenty day cycle may at the principal's direction be used for administrative duties including meeting with administrators and/or other staff or for PPTs.
  - 2. To provide preparation time for the special area itinerant teachers themselves.
- C. Part time teachers (working less than a .5FTE) shall receive one-half of the preparation periods as full time teachers at the same grade level receive.

## SECTION 30. TEACHING WORK LOAD

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- A. No teacher shall teach outside his area of certification except with special approval by the State Department Office of Teacher Certification.
- B. Each Department Head shall teach at least one lower ability grouping.
- C. Each Special Class Teacher shall have at least one (1) preparation period per day.
- D. Each teacher employed in the Intermediate School, Middle School, or High School shall be scheduled at least one (1) preparation period per day. Where possible those shall be equal in length among the teachers in each school. Each classroom teacher employed in the Elementary Schools shall have at least nine (9) preparation periods, of forty (40) minutes, during each ten (10) day cycle. All special area itinerants shall be scheduled and the Board shall use its best efforts to obtain substitute teachers for itinerants. (See Article VI, Section 36). Part time teachers (working less than a .5FTE) shall receive one-half of the preparation periods as full time teachers at the same grade level receive.
- E. An advisory policy regarding the purchase of consumable supplies will be established by a joint committee consisting of two (2) members approved by the Board and two (2) members approved by the Federation prior to September 1, 1982, which policy shall, however, not be binding upon the Board.



## SECTION 31. TEACHING A NON-SCHEDULED CLASS

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### High School and Middle Schools

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Thirty dollars (\$30.00) per period will be paid to teachers who teach non-scheduled classes when scheduled either for hall duty or a free period.

### Elementary Schools

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Thirty dollars (\$30.00) will be paid to any teacher who must teach non-scheduled students for any part of the morning. Thirty dollars (\$30.00) will be paid to teachers who must teach non-scheduled pupils for any part of the afternoon session notwithstanding the number of extra pupils assigned.

### Intermediate School

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Thirty dollars (\$30.00) will be paid to any teacher who must teach non-scheduled students for any part of the morning. Thirty dollars (\$30.00) will be paid to teachers who must teach non-scheduled pupils for any part of the afternoon session notwithstanding the number of extra pupils assigned.

## SECTION 32. LEAVING THE BUILDING

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- A. Each teacher shall be free to leave the building during his scheduled preparation periods or preparation periods provided he/she signs out and then back upon return in a log kept for such reasons. In the absence of any of the aforementioned staff members the teacher shall leave written notice. Should his free period or preparation period be the last period of the day, he shall return to the school at the end of said period.

## SECTION 33. HOMEROOM ASSIGNMENTS

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- A. Inverse seniority shall be the primary consideration in assigning homerooms to each teacher. Homeroom assignments shall be on a rotating basis so that each teacher will have the opportunity to have a homeroom.

## SECTION 34. SPECIAL EDUCATION

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- A. Special education classes shall be provided all special services of the elementary schools by the Supervisor of Special Education. The Supervisor of Special Education and the Special Services teachers shall schedule conferences to discuss each special class so as to familiarize the teachers with the specific needs of the exceptional children.

- B. Special Education classes shall be held with no more than four (4) classes of the same nature in a particular building.
- C. There shall be provided a minimum of one (1) full-time homebound teacher for Special Education.
- D. No person without certification in Special Education supervision shall be allowed to evaluate or supervise a Special Class unless otherwise agreed upon by the Supervisor of Special Education.
- E. Special Education teachers shall be permitted to set up their classes as they see fit according to the nature and needs of the student, subject to approval by the Supervisor of Special Education.
- F. The students of high school and middle school Special Education Classes shall be assigned to a regular homeroom unless otherwise recommended by the Special Education teacher and the Supervisor of Special Education.

#### SECTION 35. SICK LEAVE AND SICK LEAVE BANK

- A. Each teacher shall be granted annually fifteen (15) days of sick leave with full pay. The accumulation of unused sick leave shall be one hundred and sixty-seven (167) days. Part time teachers working less than five (5) days per week, shall be granted seven and one-half (7.5) sick days per year cumulative to eighty-three and one-half (83.5) days. Part time teachers working five (5) days per week shall be granted the full number of sick days, however a sick day shall be based upon the number of hours in the employees usual work day.
- B. Each teacher shall be permitted to participate, on a voluntary basis, in the sick leave bank (See Section 67).
- C. The Superintendent of Schools, or his duly authorized designee, may require at any time, the submission of medical proof of illness and recovery either by the staff member's own physician or by a physician named by the Board at its own expense.

#### SECTION 36. SUBSTITUTE PROCUREMENT

- A. The policy of reporting absence from school will be to call the sub-finder (or any replacement system) as soon as possible but no later than 7:00 a.m. the day of the absence in the case of elementary or intermediate school and by 6:30 a.m. in the case of middle and high school.
- B. Teachers may request a specific substitute be hired for their replacement if that substitute is available.
- C. Any Professional Staff Member on leave may be hired as a substitute upon his request. Such substitute service shall not constitute a termination of leave.

## SECTION 37. QUARANTINE

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- A. No Professional Staff Member shall lose salary and/or other rights when subject to quarantine by a competent medical authority, subject to review of the individual case by the school medical advisor and/or the Health Department of the Staff member's town residence.

## SECTION 38. LEAVES WITHOUT PAY AND RECALL PROCEDURES

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- A. Leaves of absence, without pay, shall be granted for advanced study, Peace Corps service, teacher corps service, child rearing (natural or adoptive), extended sick leave and exigent circumstances. Such leaves shall be limited to one school year.

1. Upon the expiration of said leave, teachers shall:

- a. Retain accumulated sick days, seniority and other benefits earned prior to the commencement of the leave.
- b. With respect to all leaves, except child rearing leaves, have recall rights as set forth in Section 53; C hereof, except that said rights shall be for a period of one (1) year only.

(1) Teachers on pregnancy disability will notify the Superintendent of Schools or his designee within thirty (30) days after the birth of her child as to whether she is returning to her position after the period of disability or is taking a child rearing leave.

(2) Teachers on child rearing leave shall be reinstated to a position in the bargaining unit within grade classification as follows: K-4, 5-6, 7-12

(3) Reinstatement shall occur only on either the first day of the school year or the first day of the third marking period, between which the one year child rearing leave terminates. The teacher's return date shall be determined by the teacher by notifying the Superintendent of Schools or his designee no later than two months before the first of their two possible return dates of their intent to return to a teaching position and the date on which they intend to return.

(4) Other teachers who qualify for child rearing leave will notify the Superintendent of Schools or his designee within 30 days of the birth or adoption of the child if the teacher is taking child rearing leave.

(5) Failure to notify the Superintendent of Schools or his/her designee within the prescribed time shall result in the waiver of the teacher's reinstatement.

2. During said leaves of absence, teachers shall be allowed to maintain all insurance coverage provided in Article VI, Section 52, by paying group rates directly to the Board for a period not to exceed two (2) years.

## SECTION 39. MILITARY LEAVES

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- A. The Board upon prior notification, shall grant a leave for military service without pay for the duration of that service. Each Professional Staff Member shall be granted such leave and upon his/her return, receive full service credit toward seniority, longevity, appropriate annual salary increment (maximum of two) and all privileges and benefits.
- B. Nothing contained in Paragraph 39 and 40A above shall operate as a limitation upon or derogation of reemployment rights and incidents thereto guaranteed by law.

## SECTION 40. SABBATICAL LEAVE

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- A. Persons eligible for Sabbatical Leave must have had at least six (6) years experience in the West Haven City Schools. Such leaves shall be limited to 1% of the staff.
- B. Persons approved for leave will be paid one-half (1/2) of their annual salary plus \$100.00 for each year of experience in West Haven beyond the required six (6), to a maximum of his annual salary for the year in which the leave is granted.
- C. Persons studying under grants or fellowships shall be limited to a total of their annual salary when the portion paid for the Board under "B" added to the grant or fellowship, would cause a total remuneration to be in excess of the annual salary.
- D. The purpose for Sabbatical shall be for advanced study and/or educational growth and improvement.
- E. Persons on Sabbatical must return to the West Haven School system for a minimum of one (1) year or return the full amount paid to them by the Board during the Sabbatical period.
- F. Credit shall be given for the Sabbatical year and the person will be advanced to his proper step on the salary schedule upon his return to the West Haven School system.
- G. All applications are subject to the approval of the Superintendent of Schools.
- H. All medical benefits which normally accrue for Professional Staff Members shall continue for the length of such sabbatical leave.

## SECTION 41. MATERNITY LEAVE

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- A. The Board agrees to follow the Federal Guidelines on Maternity Leave for School Employees.
- B. Any period of disability arising during a maternity leave shall be treated as a temporary disability and the teacher shall be entitled to retain fringe benefit coverage and to use accumulated sick leave which shall be paid as follows:
  - 1. For teachers not receiving child rearing leave pursuant to Article VI, Section 38, maternity (sick) leave shall be payable in accordance with the teacher's regular payroll schedule.

- C. For the duration of the maternity leave, teachers shall receive all insurance coverages provided for in Article VI, Section 52 "Health and Other Benefits." (See, also, Section 38; A;1;c hereof)

#### SECTION 42. PERSONAL DAYS

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- A. Each Professional Staff Member shall receive three (3) strictly personal days per year, two of which may be taken without providing reasons and one of which shall be for personal business which cannot be concluded outside of the school day. Part time teachers working less than five(5) days per week shall receive one (1) strictly personal day per year.
- B. Notice shall be given forty-eight (48) hours in advance when such leave is taken, except in cases of emergency.
- C. These days shall not be taken for vacation purposes.
- D. Personal day forms shall not have to be notarized.

#### SECTION 43. OTHER LEAVE PROVISIONS

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- A. The following leave days shall be granted with no loss of pay:
1. Compulsory court appearances. Such leaves shall be defined as those appearances required by subpoena bond, summons, or personal recognizance. (5 days per year).
  2. Compulsory Jury Duty. Such leave shall be unlimited with full pay (less amount paid for jury service). Whenever teachers are summoned for jury duty:
    - a. The teacher will send copies of the complete original summons form to the Superintendent's office;
    - b. The teacher will send to the Superintendent's office a copy of the final postponement notice, disqualification notice or standby notice, whichever determines the final date of appearance, to verify the court's decision.
    - c. Compensation paid by the court for jury service during the work year will be submitted promptly to the Superintendent as these amounts are paid to the teacher.
  3. Death of husband, wife, domestic partner, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepsister, stepbrother, stepson, stepdaughter, grandparents and grandchildren. (5 days per year).
  4. Death of aunt, uncle, brother-in-law, sister-in-law, niece or nephew. (1 day per year).

For purposes of this section the term "domestic partner" refers to an individual who has executed an affidavit in accordance with this provision, certifying, under the penalty of perjury, that he or she:

    - (a) Is in a relationship of mutual support, caring and commitment, and intends to remain in such relationship for the indefinite future.

- (b) Is not married to anyone else.
- (c) Is his/her domestic partner's sole domestic partner, and vice versa.
- (d) Is not related by blood to the domestic partner closer than would bar marriage in the State of Connecticut.
- (e) Is at least 18 years of age and competent to contract.
- (f) Shares a legal residence with his/her domestic partner, and has shared a common legal residence for at least 12 months prior to the execution of the affidavit.
- (g) Is jointly responsible with his/her domestic partner for maintaining common household.

The evidence of mutual dependence shall be any two of the following:

- Ownership of a joint bank account
- Ownership of joint credit card
- Evidence of a joint obligation on a loan
- Evidence of a common household (household expenses, e.g., utility bills, telephone bills, joint public assistant budget, etc.)
- Joint ownership of a motor vehicle
- Execution of wills naming each other as executor and/or beneficiary
- Granting each other durable power of attorney
- Granting each other powers of attorney
- Designation by one or other as beneficiary under a retirement benefits account
- Evidence of other joint responsibility

And shall provide either

- A joint mortgage or lease, or
  - Joint ownership of a residence, or
  - Comparable evidence of a permanent intent to cohabit
5. Other funerals. (2 days per year without pay).
  6. Religious Holidays. One (1) day per year only for the observation of a recognized religious holiday which requires absence during the work day.
  7. Compulsory Military Duty of no more than two weeks.
  8. Teachers who are members of the Military Reserve and who are required by military authorities to undergo their annual two-week field training during the school year shall be paid the difference between their teacher's salary and that salary received from the Military Reserve for the period engaged in field training. A voucher attesting to the salary paid by the Military Reserve must be presented to the Superintendent of Schools before the differential in

salary will be paid. The teacher will use his/her best efforts to have his/her military field training scheduled during the summer months when school is not in session.

#### SECTION 44. FEDERATION LEAVE

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- A. Any officer of the Federation shall upon written application be given a leave of absence without pay, not to exceed one (1) school year, for the purpose of performing duties for the Federation. Such officers shall receive one (1) salary increment on schedule appropriate to his rank.

#### SECTION 45. UNION LEAVE

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- A. The Federation shall receive four (4) paid leave days per year for the purpose of Union Business.

#### SECTION 46. FEDERATION RIGHTS

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- A. The Federation may use existing bulletin boards.
- B. Any Professional Staff Member has the right to put any communication, book, leaflet, or newspaper into any and all staff members' mailboxes. Teachers who elect not to receive communications other than those generated by the Administration or the Federation, or which are official school business, shall sign a waiver indicating such. Upon the election of said waiver, a sticker shall be placed on the mailbox indicating that they do not wish to receive any other mail.
- C. The Federation shall be given a place at the end of all administrator-initiated meetings for announcements. No administrator shall remain present during this portion of the meeting.
- D. The recruitment of Professional Staff membership in any teachers' organization shall be the sole right and responsibility of the Professional Staff Member. No Administrator shall participate in the distribution of recruitment materials or in the collection of funds for any teacher organization.
- E. The Federation, the Board of Education, and administrators, shall not engage in any unfair labor practice.
- F. The Federation shall have the right to call meetings of their membership at any time (other than during school hours) it deems necessary.
- G. The negotiation team of the Federation shall be excused from duty with no loss of pay for school time when required by the Board or its representatives to be present for negotiations or other meetings.
- H.
  1. The Federation shall have the right and responsibility to act with the City Comptroller in setting up all procedures and policies in regard to payroll deductions for the Federation. The Federation shall secure authorizations from its members for the withheld sums due the Federation.
  2. The Board of Education agrees to provide payroll deduction benefits to the Federation for professional organization dues and for one Federation insurance program. The insurance program may be either an accident and health or a life insurance program.

- I.
  1. All employees shall, as a condition of continued employment, join the Federation or pay to the Federation a representation fee. The amount of the representation fee shall be determined by the Federation membership, but shall in no event be greater than Federation dues. The Federation shall provide the Board of Education with a list of those teachers desiring to pay Federation dues. The Board shall deduct the representation fee from each teacher not on the Federation list in equal monthly installments. Payments for new employees shall commence, within thirty (30) days following the effective date of employment.
  2. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the representation fee or Federation dues directly to the Federation.
  3. The Federation shall indemnify and save the Board and/or the 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 the same to the Federation pursuant to the Article.
  4. The Federation may add or subtract from any such list so long as notice is provided prior to or on the first school day of each month. Such changes should be effected on the paycheck next following.
  5. The Federation will receive its payroll deduction check on the same day as the regular issuance of paychecks.
  6. The Board shall cooperate with the Federation in securing from the City Comptroller as many deduction categories as may be requested by the Federation. This provision, however, does not extend the Board's responsibility for providing to the Federation at least two payroll deduction categories.
  7. At the beginning of each school year, the Board shall provide the Federation with an alphabetized list of Federation members or payroll deductions. To the extent, as provided by the City Comptroller, the Board shall send to the Federation its payroll deduction sheets in alphabetized form.
- J. The Federation shall have the right to address any meeting of new or beginning staff members prior to the opening of school for the express purpose of explaining the aims and activities of the Federation.
- K. The Federation shall have the right to address the general orientation meeting for all Professional Staff Members.

#### SECTION 47. INFORMATION TO FEDERATION

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- A. The Board shall make available to the Federation upon request all information, statistics and records which are pertinent to negotiations, grievances, or necessary for the enforcement of this agreement. If, in the opinion of the Board, the information requested is privileged, the Board shall release such information only after receiving a written release from the teachers(s) involved.
- B. The President of the Federation shall be furnished a copy of the agenda for every Board meeting two calendar days in advance of each regular meeting. If any additions to the agenda are made at the last moment the Federation shall be given a copy of such additions.



- C. The Board of Education shall publish and provide for each school building one copy of its current policies and by-laws. Upon a revision of said policies and by-laws, the Board shall provide, as soon as conveniently possible, for each school building a copy of any such revision. The copy and revisions thereto, so provided, shall be maintained in the library room of each school. One copy shall also be sent to the Federation.

#### SECTION 48. SCHOOL COUNSELORS

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- A. Any School Counselor, who is asked to work beyond the work year required for teachers and who is not employed on a twelve month basis, shall be paid at a per diem rate, based on his salary, for each day worked. Employment on a per diem basis beyond the teachers' work year is to be by mutual agreement of the Counselor and the Superintendent or his/her designee.
- B. The School Counselor's work day shall be the same as that of the classroom teacher unless the principal directs otherwise. In such instances, the schedule shall be consistent with recent past practice.
- C. Each School Counselor shall be provided with his/her own telephone extension and with adequate storage space, file cabinets and book cases.

#### SECTION 49. PROMOTIONAL POLICIES

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- A. No person shall be hired for any position unless he/she meets all listed specifications.
- B.
  - 1. Administrative positions or any other positions calling for a differential or ratio payment above that of a classroom teacher's salary shall be posted for a period of seven (7) school days, if the opening occurs prior to seven (7) school days of the closing of schools in June.
  - 2. Should such openings occur after the closing of schools in June, the posting will be open for a period of twelve (12) calendar days. Notice of such openings will be sent out with the most recent of three (3) pay checks beginning with the second paycheck in July. Notices of such openings will be mailed one time for each position.
  - 3. Any teacher who receives a lump sum payment in July must supply the Board of Education with three (3) stamped self-addressed envelopes if they wish to receive these postings.
  - 4. In addition, these positions will be advertised in the New Haven Register on the same day the postings are mailed out.
  - 5. Any candidate shall be allowed to apply for more than one position.
- C. First preference shall be given to candidates within the school system.
- D. All appointments shall be made without discrimination in regard to age, race, creed, religion, nationality, sex, marital status, or political beliefs.

- E. The Board agrees to establish and maintain similar promotional qualifications for similar positions.
- F. 1. The parties recognize the need to hire minority applicants for positions calling for a differential or ratio payment above that of a classroom teacher's salary and also for the filling of administrative positions.
2. The parties agree that until the West Haven Board of Education has an eleven (11) percent minority representation in the administrator's unit, Section 49C and D of the collective bargaining agreement between the parties shall be superseded by this agreement to the extent necessary to attain the goal of 11% minority representation in the administrator's unit.
3. The parties agree that until the West Haven Board of Education has an 11% minority representation in that portion of the teachers' unit that receives a differential i.e., Master Teachers, Psychological Examiners, Social Workers, Guidance Counselors, Speech Therapists and Reading Consultants, Section 49C and 49D of the collective bargaining agreement between the parties shall be superseded by this agreement to the extent necessary to attain the goal of 11% minority representation in such positions.
4. It is understood by the parties that race, color, sex, marital status, nationality, religion, creed, sexual orientation, physical disability or political beliefs shall not be used in determining the order of staff layoff or recall from layoff.

#### SECTION 50. DEPARTMENT HEADS

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- A. Department Heads shall be present during interviews of new teachers except when it conflicts with their teaching periods or when they are unavailable.

#### SECTION 51. SOCIAL WORKERS

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- A. The work load shall not exceed that which would necessitate working more than seven (7) hours per day.
- B. Recruitment policy shall be directed toward the employment of additional social workers.

#### SECTION 52. HEALTH AND OTHER BENEFITS

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- A. Employees and eligible dependents (if the employee works .5 FTE or more) shall be eligible to participate in the medical insurance plan summarized below.
- B. Effective July 1, 2017, the current health plans in effect will be eliminated and replaced with a high deductible health plan (HDHP) with a health savings account (HSA). The HDHP shall have the following features:
- \$2,000/\$4,000 deductible
  - funded 50% by the Board
  - 2017-18 Board deductible portion shall be funded July 1st, 2017

- 2018-2019 and thereafter ½ funded July 1 and ½ funded January 1. Teachers may apply for a financial hardship waiver request to the Superintendent for full funding of the Board's portion of the deductible in contract years 2018-2019 through 2020-2021 prior to January 1.
- Rx Co-pays after deductible of \$5/\$25/\$40 retail (30 days); \$10/\$50/\$80 for mail order (90 days)
- Out-of-Network co-insurance 80%/20%
- Out-of-Pocket maximums - \$4,000/\$6,850 In-Network; \$4,000/\$8,000 Out-of-Network
- The Board shall also establish a Health Reimbursement Account HRA for those employees not eligible for a HSA (See attached agreement)

C. West Haven Teachers Health Reimbursement Account (HRA) Structure:

- 1) The Board's HRA shall be made available to employees that are enrolled in the HDHP and or not eligible for an HSA contribution based on IRS regulations regarding HSA eligibility. The Board shall make the same 50% contribution as described in the HDHP/HSA plan
- 2) The Board's HRA plan shall have maximum total out-of-pocket expenses. These maximums are \$4,000 for single coverage and \$6,850 for family coverage for In-Network; and \$4,000/\$8,000 for Out-of-Network.
- 3) The Board's HRA plan shall be funded by the Board in the same way as the HSA plan, to the extent allowed by law. Funds shall be considered "real dollars" in an employee account.
- 4) Unspent HRA funds shall be permitted to roll over to the next plan year. There shall be no limit on total accumulations to HRA plan participants.
- 5) Due to I.R.S. regulations, the Board's HRAs will not pay interest to participants as required under the HSA plan.
- 6) Although the amount funded in the Board's HRA will be the same as the HSA plan, HRAs must be funded solely by the Board, in addition, employer HRA contributions are not taxable to the employee

D. Full Service dental plan, dependent child rider, Riders A, B, C and D, paid by the board.

E. Vision Care Endorsement 98.

F. Group Life insurance coverage - \$50,000.00 for permanent full time staff members and \$25,000.00 for permanent half-time staff members. Employees may purchase, at their expense, however at group rates, up to \$25,000 of additional life insurance for full time employees and up to \$12,500 of additional life insurance for half-time employees, provided the Board's insurer allows.

G. Tax Shelter Annuity Programs - The Board shall continue its present policy of making the Tax Shelter Annuity program available to all professional staff members.

H. A teacher who resigns to accept a new position is entitled to appropriate medical benefits through August if he fully performed his contractual obligations to the school system.

I. Prescription riders for teachers over the age of 65 not being available at this time, it is agreed that in the event such riders become available, the Federation may, upon 30 days written notice, elect to reopen negotiations limited to this issue only.

J. If required by law the board shall pay into the State's Unemployment Insurance Fund the statutory amount for each professional staff member.

K. Teachers who retire after twenty (20) years of teaching in West Haven shall continue to receive, for a period of five (5) years after their retirement, all of the "Health and Other Benefits" provided to active teachers,

provided they pay a cost share equal to that paid by active teachers; for which they are acceptable to the carrier on an individual basis. Such teachers, however, shall be allowed to continue family coverage for which they are acceptable to the carrier by paying the additional group rate directly to the Board. Teachers retiring on or after September 1, 2004, shall be eligible for up to an additional five (5) years of such coverage. For each year, up to five, of additional coverage, the teacher shall forfeit 20% of the severance benefit to which she/he is entitled under Section 60 of this article. When such Board paid benefits cease, the teacher shall be allowed to continue individual or family coverage, for which they are acceptable to the carrier, by paying the group rate to the Board.

- L. The Board agrees to pay each teacher who agrees to waive all of the medical insurance benefits provided in Sections A, B & C the amount of \$2,000.00 annually. Where there is a change in a teacher's status, such as, but not limited to, a change in the spouse's employment or changes in the spouse's benefits program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, coverage shall be reinstated subject to any regulations or restrictions including waiting periods which may be in effect. Depending upon the effective date of coverage a pro-rata adjustment shall be made between the teacher and the Board. In the event the teacher resigns prior to the end of the school year, a pro-rata adjustment shall be made. Pro-rata payment based on date of waiver.
- M. The West Haven Board of Education may provide insurance programs as described in this Article for bargaining unit members through alternate carriers or through self-insurance. In no case shall the programs (meaning coverages, benefits and administration, i.e., timeliness of payments and claims processing) provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the programs available to teachers under the group health insurance policies described above. Should the Board of Education desire to change insurance carriers, prior to any such change the Federation shall be notified and given forty-five calendar days to review the proposed changes. Should the Federation and the Board disagree that the coverage, benefits and administration to those provided by the programs described elsewhere in this agreement, arbitration as set forth under Article V of this agreement may be implemented at the request of the Federation. Such arbitration shall take place before an impartial arbitrator with expertise in insurance.  
  
There shall be no change in carriers prior to the decision by the arbitrator.
- N. Effective July 1, 2017, employees shall contribute eighteen percent (18%) of the cost of health and dental insurance; effective July 1, 2018, they shall contribute nineteen percent (19%); effective July 1, 2019, they shall contribute twenty percent (20%); and effective July 1, 2020, they shall contribute twenty percent (20%).
- O. Teachers working part time (less than a .5 full time equivalent position, shall be eligible for single insurance coverage only.

## SECTION 53. REDUCTION IN FORCE

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- A. **Definition:** As used herein the term "teacher" shall apply to any employee of the Board of Education who holds a certificate issued by the Connecticut State Board of Education and is employed in a teaching or administrative position below the rank of superintendent.
- B. **Procedure:**

1. The determination of which teachers' contract shall be terminated due to elimination of position shall be made on the basis of system wide seniority. For example:
  - a) If a position is eliminated at the elementary level, the least senior teacher at the elementary level shall be the displaced teacher.
  - b) If a position is eliminated at the intermediate school level, the least senior teacher in the intermediate school level who is certified in the eliminated position shall be the displaced teacher.
  - c) If a position is eliminated at the middle school level, the least senior teacher in the middle school level who is certified in the eliminated position shall be the displaced teacher.
  - d) If a position is eliminated at the high school, the least senior teacher in the department in which the position is eliminated shall be the displaced teacher.
  - e) If a position is eliminated in an area that receives extra compensation (i.e. guidance counselors, psychological examiners, social workers, speech therapists), and reading consultants, the least senior teacher in the area that receives extra compensation shall be the displaced teacher.
  - f) If there is a vacancy available within the displaced teacher's area(s) of certification, the displaced teacher will be transferred into that vacancy. If more than one vacancy exists, the displaced teacher(s) will have first choice of those positions for which he/she is certified, unless such choice results in any other displaced teacher being laid-off.
  - g) When no vacancies for which the teacher is certified exist, the teacher will bump the least senior teacher within his/her area(s) of certification.
  - h) In those rare instances where the removal of the least senior teacher leaves a vacancy for which the senior teacher is unsuitable, in the opinion of the Superintendent of Schools, the Superintendent will assign the senior teacher to another position to which he or she is certified.
  - i) Nothing herein shall require the promotion of a teacher to a position of higher rank, authority or compensation, although the teacher whose contract is to be terminated is qualified and/or certified for the promoted position.

**C. Recall Procedure:**

1. The name of any teacher who has been laid off because elimination of position or reduction of staff shall be placed upon a reappointment list and shall remain on such list for a period of two (2) years.
2. If a position becomes available during such period the teacher with the most seniority and the proper certification shall be recalled first.
3. Any teacher on the reappointment list shall receive a written offer of reappointment by registered mail to his/her last known address. The teacher then shall accept or reject the appointment within ten (10) calendar days by registered mail.
  - a. If the teacher accepts the appointment, the teacher shall receive a written contract effective the date of recall.
  - b. If the teacher declines the appointment, the teacher's name shall be removed from the recall list.

- c. It is the responsibility of the teacher to advise the Superintendent of a change in address as changes occur.
  4. Upon return from layoff, a teacher shall receive all sick days, seniority and other benefits accumulated prior to layoff, provided that notice of recall is affected within two (2) calendar years.
  5. No new teachers shall be hired in a subject area or grade level before teachers who have been laid off and who may possess the necessary qualifications are recalled or decline the opening.
- D. **Tie Breaker:** In the event of a tie in seniority, then the time stamp on the teacher's contracts shall be determined with the earlier time of day having the most seniority. In the event there is no time stamp on the teachers' contracts, then the date of hire shall be determined with the earlier date of hire having the most seniority. In the event a tie in seniority still exists, the date that the Board of Education voted to approve teachers' contracts shall be determined with the earlier date having the most seniority still. In the event a tie in seniority still exists, the teachers involved shall participate in a coin toss with the winner being the most senior. Effective September 1, 2004, teachers who have the same seniority date shall have their seniority determined by the order in which their names are drawn in a lottery. The Federation President or his/her designee shall be present for such lottery.

#### SECTION 54. VOLUNTARY TRANSFER

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- A. Vacant positions will be filled first by teachers forced to involuntarily transfer due to job eliminations in their schools.
- B. A vacancy which occurs after the first day of school and prior to June 1st may be filled during that school year by a new teacher with the understanding that the specific assignment is only for the duration of that school year, if said position has been requested by a teacher presently on the active voluntary transfer list. If removal from the temporary assignment will result in the layoff of the new teacher in said position, then the teacher will remain in their position.
- C. The district shall post openings by May first for the next school year. Teachers wishing to do so must apply for said openings within five (5) school days of the posting. Teachers will be notified of the results as to whether they have been selected on or before June 1<sup>st</sup>. Vacancies shall be filled from the list of teacher applicants for voluntary transfer on the basis of: certification, seniority, evaluation(s), and background of the applicant with respect to experience and education as it related to the position, unless no member of the bargaining unit is qualified for the vacancy based on these items.
- D. After determining which vacant positions are to be filled by teachers involuntarily transferred due to job elimination in their schools or by voluntary transfer as provided in Section C above, the Superintendent or his/her designee shall post remaining vacant positions for five (5) school days during which time teachers interested in said positions shall apply. These vacant positions shall be filled based on the criteria stated in Section C. Selection for voluntary transfer shall be made by the Superintendent of schools or his/her designee. Unsuccessful applicants for either position shall remain on the transfer list for one year. Any other teacher wishing to be on the transfer list shall apply, within ten (10) school days after the second posting, for potential openings for which they wish to be considered.
- E. Positions which become vacant after the posting but before the beginning of the school year shall also be filled on the basis of the criteria stated in C above.

- F. Any teacher who applies for and is awarded a transfer must accept by the close of the second school/business day after notification, otherwise it is deemed rejected. All notices shall be in writing.
- G. Teachers who are granted transfers will not be permitted similar consideration for another transfer for a period of two years after the transfer.
- H. Notice of voluntary transfers shall be available to teachers in June and at the end of September.

#### SECTION 55. FAIR DISMISSAL POLICY

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- A. The West Haven Board agrees that no member of the professional staff shall be discharged, or suspended, except as provided by State Statutes and/or the pertinent provision of this agreement.

#### SECTION 56. TEACHER EVALUATION

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- A. The signing of an evaluation report by a teacher shall merely insure that the teacher has read the report and shall not imply that the teacher agrees with the content of the report.
- B. Procedures will be in accordance with Board Policy No. 4118, dated 4/18/77, which the Board agrees not to change for the duration of this agreement.

#### SECTION 57. EXPENSE OF PRINTING AND DISTRIBUTING AGREEMENT

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- A. The Board agrees to equally share the cost of printing and distributing this agreement and the Federation agrees to distribute a copy of this agreement to each professional staff member hired by the Board.
- B. Such printing shall be done in a union printing shop mutually agreed upon by the Board and the Federation.

#### SECTION 58. SAVINGS CLAUSE

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- A. If any provision of this agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of the agreement shall continue in effect.
- C. There will be no waiver or modification of any of the agreement terms or provisions contained in this agreement by any teacher with the Board.
- D. The terms and conditions of this agreement shall not be modified, amended, or altered in any way unless in writing and signed by both parties.
- E. The rights and benefits of any and all professional staff members provided in this agreement are in addition to those provided by the City of West Haven, State of Connecticut, and Federal laws, rules, ordinances, or

regulations including, but not by way of limitation, all applicable tenure, pension, and education laws and regulations.

#### SECTION 59. PAY DAYS

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- A. Teachers shall continue to be paid via direct deposit in 26 installments, bi-weekly, beginning September 13, 1989, provided, however, that individual teachers 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 in July.

#### SECTION 60. SICK LEAVE PAYOUT (ON RETIREMENT OR DEATH)

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- A. Professional Staff Members upon retirement from public school teaching in Connecticut, or death, after twenty-five (25) years of public school service in the West Haven School System shall receive a payment equal to 25% of the value of any accumulated and unused sick days at the time of retirement.

#### SECTION 61. LONGEVITY

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- A. After ten (10) years of employment, a teacher shall receive an increment of \$520.00. After fifteen (15) years of employment, a teacher shall receive an additional increment of \$650.00. After twenty (20) years of employment, a teacher shall receive an additional increment of \$520.00. After twenty-five (25) years of employment, a teacher shall receive an additional increment of \$520.00.
- B. Effective September 1, 1988, after thirty (30) years of employment, a teacher shall receive an additional increment of \$520.00.
- C. Effective September 1, 1987, years of employment for the purpose of longevity shall mean years of service in West Haven. This provision shall only apply to teachers hired after August 31, 1987.
- D. Effective September 1, 1987, years of employment for the purpose of longevity for twenty-five (25) and thirty (30) years shall mean years of service in West Haven.

#### SECTION 62. TUITION CLAUSE

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- A. For each graduate credit course completed by a teacher, beyond the bachelor plus 30 step, the Board shall reimburse the teacher the sum of \$300.00 to a maximum of \$900.00 per school year.
- B. Application for reimbursement must be submitted no later than 60 calendar days following the close of the semester in which the course(s) were taken.

#### SECTION 63. FEDERATION RESPONSIBILITY

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- A. The Federation shall discourage absenteeism, tardiness and any action by its members individually or collectively which shall not conform to the provisions herein, which will detract from the professional status of



one or more of its members and further the Federation shall take action it deems necessary to fulfill their individual and collective professional obligation and commitment to the pupils and the community.

#### SECTION 64. ACTIVITIES--NON-ATHLETIC

---

- A. Any teacher who is faculty advisor for any extra-curricular non-athletic activity, as approved by the administration, not listed in the activities pay schedule, infra, shall receive an annual recompense of \$305.00 in 1991-92 and 1992-93; \$314.00 in 1993-94 and \$325.00 in 1994-95.
- B. If the state provides a grant for Future Homemaker advisors or other club members that is greater than the amount listed in 64-A, the advisor shall be paid the full grant as his or her recompense.

#### SECTION 65. TRAVEL EXPENSES

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- A. Employees shall be reimbursed for travel at the IRS rate published from time to time, subject to appropriate documentation.

#### SECTION 66. HIRING OF TEACHERS FOR SPORTS EVENTS, DANCES, ETC.

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- A. The current practice for hiring teachers for sports events, dances, etc., shall continue during the life of this contract.

#### SECTION 67. SICK LEAVE BANK

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- A.
  - 1. 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.
  - 2. The Board of Education will cooperate in the establishment of a sick leave bank on a voluntary basis.
  - 3. 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 1500 days. No more days will be added to this maximum until the bank is depleted to approximately 1000 days. The bank will then be built up to approximately 1500 days again and the process repeated.
  - 4. Additions will be made to the bank in September or October of each school year according to the above limitation.
  - 5. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
  - 6. Additions will be made to the bank in September or October of each school year according to the following:
    - a. 0-3 years, inclusively, a person is not eligible.

- b. After the beginning of the 4th-6th year a person must be sick fifty-five (55) consecutive days before he/she can draw.
  - c. After the beginning of the 7th year a person must be out forty (40) consecutive days.
- 7. A person will not be able to withdraw days from the bank until his/her own sick leave is depleted.
  - 8. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
  - 9. Maximum withdrawal per occurrence is 75 days.
  - 10. Sick leave means the leave the teacher has for that year plus his/her accumulation.

B. Hold Harmless Clause

- 1. 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 teacher who has received benefits hereunder shall refund to the City of West Haven 1/184<sup>th</sup> 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 Federation, then and in that event the Federation 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.

SECTION 68. TEACHER INCENTIVE PLAN

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- A. The Board shall implement the Teacher Incentive Plan developed by the Teacher Incentive Committee (EEA) and approved by the Board on June 19, 1989, as revised in 1995 and 2003.

SECTION 69. HOMEBOUND INSTRUCTIONAL ASSIGNMENTS

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- A. For the continuity of the education process and to facilitate learning, homebound instructional opportunities shall be assigned in the following manner:
  - 1. Offered first to the teacher who currently has the student in his/her class.
  - 2. Offered next to volunteers for homebound instruction from the student's building on the basis of seniority and appropriate certification.
  - 3. Offered next to volunteers from among the bargaining unit members on the basis of seniority and appropriate certification.
  - 4. Notice of opportunities will be sent to staff through email.

5. Any principal who is unable to secure homebound instruction through steps 1-3 and is requesting a non-union member must have the applicant cleared through the personnel office.
- 
- B. The district may group up to three (3) students in homebound instruction which is conducted offsite before 5:00 p.m., provided students are grouped appropriately based upon age, grade and other relevant factors. The rate for homebound instruction provided under this Section E shall be two times the homebound hourly rate.

SECTION 70. TEACHER'S SALARY

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2017-2018

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	<b>BS</b>	<b>BS+30</b>	<b>BS+60</b>
<b>1</b>	<b>\$41,232</b>	<b>\$45,333</b>	<b>\$48,424</b>
<b>2</b>	<b>\$43,788</b>	<b>\$49,454</b>	<b>\$51,515</b>
<b>3</b>	<b>\$46,363</b>	<b>\$51,515</b>	<b>\$53,576</b>
<b>4</b>	<b>\$48,939</b>	<b>\$53,300</b>	<b>\$58,212</b>
<b>5</b>	<b>\$51,515</b>	<b>\$58,212</b>	<b>\$64,394</b>
<b>6</b>	<b>\$53,824</b>	<b>\$63,562</b>	<b>\$69,714</b>
<b>7</b>	<b>\$57,411</b>	<b>\$69,202</b>	<b>\$71,969</b>
<b>8</b>	<b>\$63,562</b>	<b>\$72,789</b>	<b>\$75,865</b>
<b>9</b>	<b>\$67,663</b>	<b>\$75,865</b>	<b>\$78,940</b>
<b>10</b>	<b>\$75,487</b>	<b>\$80,588</b>	<b>\$85,688</b>

PhD stipend: \$3,500

Employees not already at the top step shall advance one step on the wage scale at the beginning of the 2017-18 school year.

	<b>BS</b>	<b>BS+30</b>	<b>BS+60</b>
<b>1</b>	<b>\$41,232</b>	<b>\$45,333</b>	<b>\$48,424</b>
<b>2</b>	<b>\$43,788</b>	<b>\$49,454</b>	<b>\$51,515</b>
<b>3</b>	<b>\$46,363</b>	<b>\$51,515</b>	<b>\$53,576</b>
<b>4</b>	<b>\$48,939</b>	<b>\$53,300</b>	<b>\$58,212</b>
<b>5</b>	<b>\$51,515</b>	<b>\$58,212</b>	<b>\$64,394</b>
<b>6</b>	<b>\$53,824</b>	<b>\$63,562</b>	<b>\$69,714</b>
<b>7</b>	<b>\$57,411</b>	<b>\$69,202</b>	<b>\$71,969</b>
<b>8</b>	<b>\$63,562</b>	<b>\$72,789</b>	<b>\$75,865</b>
<b>9</b>	<b>\$67,663</b>	<b>\$75,865</b>	<b>\$78,940</b>
<b>10</b>	<b>\$76,242</b>	<b>\$81,394</b>	<b>\$86,545</b>

PhD stipend: \$3,500

Employees not already at the top step shall advance one step on the wage scale at the beginning of 2018-19 school year.

The above represents a 1% increase to the top step (10) only.

REOPENER

**REOPENER**

**SECTION 71. ACTIVITIES PAY SCHEDULE**

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**A. HIGH SCHOOL COACHES**

Head Coach - Football	\$4,900
Asst. Coach - Football	\$3,500
Head Coach - Basketball	\$4,500
Asst. Coach - Basketball	\$3,350
Head Coach - Hockey	\$4,500
Asst. Coach - Hockey	\$3,350
Head Coach - Baseball	\$4,500
Asst. Coach - Baseball	\$3,350
Head Coach - Softball	\$4,500
Asst. Coach - Softball	\$3,350
Head Coach - Track	\$3,500
Asst. Coach - Track	\$2,500
Head Coach - Soccer	\$3,300
Asst. Coach - Soccer	\$2,100
Head Coach - Swimming	\$3,300
Asst. Coach - Swimming	\$2,100
Head Coach - Lacrosse	\$3,000
Head Coach - Volleyball	\$3,000
Asst. Coach - Volleyball	\$1,800
Head Coach - Tennis	\$3,000
Head Coach - Cross Country	\$1,500

**B. HIGH SCHOOL ADVISORS**

Band	\$2,800
Chorus	\$2,800
Drama	\$2,800
Classbook	\$2,800
Mock Trial	\$2,800
Rostrum	\$2,487
West Whims	\$2,487
Cheerleaders	\$2,487
Rostrum Assistant	\$2,014
West Whims Assistant	\$2,014
Year Book Assistant	\$2,014
Junior Class	\$2,014
Senior Class	\$2,014
Student Council	\$2,014

**C. MIDDLE SCHOOL COACHES**

Head Coach - Soccer	\$1,950
Head Coach - Basketball	\$1,950
Head Coach - Baseball	\$1,950
Head Coach - Softball	\$1,950



## D.MIDDLE SCHOOL ADVISORS

Drama	\$2,172
Newspaper	\$2,014
Student Council	\$2,014
Yearbook	\$2,014

## E. Intermediate Schools

Drama	\$2,172
Student Council	\$2,014
Yearbook	\$2,014

## SECTION 72. SPECIAL OR EXTRA COMPENSATION

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A. Summer School Director	\$4,573.00
B. Homebound Instructors	30.00
C. Evening School Instructors	30.00
D. Summer School Instructors	30.00
E. Adult Basic Ed. Instructors	30.00
F. In Service Presenter	30.00
G. Director of Evening School	6,127.79
H. Adult Basic Ed. Director	15,083.88
I. Head Nurse - 1st 5 years	3,752.58
6th year+	4,045.34
J. Psychological Examiners	
1st. 5 steps	5,761.34
6th step+	6,207.76
K. Social Workers	
1st. 5 steps	5,761.34
6th step+	6,207.76
L. Guidance Counselors	
1st. 5 steps	2,063.94
6th step+	2,216.90
M. Speech Therapists	
1st. 5 steps	1,876.94
6th step+	2,016.04
N. Reading Consultants	
1st. 5 steps	1,876.94
6th step+	2,016.04
O. Department Heads	4,800.00
P. Athletic Director	
1st 5 steps	4,470.44
6th step+	4,814.94
Q. Team Leaders	829.98
R. Unit Leaders (Includes Intermediate Schools)	272.71

SECTION 73. DURATION OF AGREEMENT

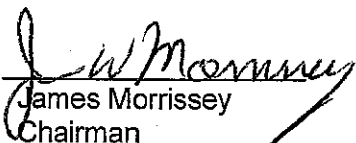
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This agreement shall be in full force and effect from September 1, 2017 - August 31, 2021.

The Federation and The Board agree to exchange all proposals for a successor Agreement and to commence negotiations in conformance with State Statutes.

West Haven Board of Education

West Haven Federation of Teachers

By:   
James Morrissey  
Chairman

By:   
Kristen Malloy-Scanlon  
President

By:   
Neil Cavallaro  
Superintendent

By: \_\_\_\_\_

CAREER INCENTIVE PLAN

STATEMENT OF PURPOSE

The purpose of the career incentive program shall be to attract and retain outstanding teachers and thus strengthen and improve the quality of instruction in the schools.

MISSION STATEMENT

Teacher Incentive Programs present various strategies to attract, reward and retain good teachers, and to motivate them to strive for excellence in their profession.

In order to retain teachers, there should be opportunity for continual professional growth, public esteem for teachers, opportunities for recognition, and a sense of collegiality among educators.

Incentives such as career options, enhanced professional responsibilities, monetary and non-monetary recognitions, and improved working conditions are some factors that may contribute significantly to enhancement of teacher performance and improvement of instruction in schools.

GOALS

1. To provide recognition for teacher achievement and performance.
2. To provide incentives to encourage teachers to plan and implement innovative activities in their classrooms, and to pursue training for the purpose of improving instruction and enhancing the teacher/learning environment.
3. To encourage participation by teachers in district-wide planning activities designed to improve curriculum, and to provide for district staff development activities.
4. To provide leadership opportunities for teachers within the district.

CAREER INCENTIVE COMMITTEE

The selection of the original Career Incentive Committee (1987-1995) was made by a seven member committee composed of members of the West Haven Federation of Teachers (AFL-CIO Local #1547), and administrator and the Assistant Superintendent of Schools.

The Career Incentive Committee consist of five teachers, one each from the K-3, 4-6, 7-8, 9-12 and special areas units. At least one of these members would have less than five years experience and at least one member with more than fifteen years of experience, and an administrator.

#### MONITORING AND EVALUATION

A permanent Career Incentive Committee will be formed to monitor and evaluate the implementation of the incentive and procedures.

#### CAREER INCENTIVE OBJECTIVES & PROCEDURES

##### 1. CONFERENCE ATTENDANCE

A commitment to encourage teachers in their efforts to enhance their professional knowledge through attendance of various conferences and workshops.

#### PROCEDURE

Applicant will complete Career Incentive Application Form Parts A, B, C, D, E and F. Submit application form to the Assistant Superintendent of Schools. More than one request per year may be submitted.

##### 2. TEACHER PRESENTER

Provide opportunities for full time tenured staff to develop and present courses, workshops and activities which meet the Continuous Education Units criteria as defined by the West Haven School System.

#### PROCEDURE

Applicant will complete Career Incentive Application Form Parts: A, C, D, E and F. Submit Application Form to the Assistant Superintendent of Schools. More than one request per year may be submitted.

##### 3. CLASSROOM MINI-GRANTS

This program is designed to provide small mini-grants for individual classroom teachers to develop, implement, or enrich a specific program unit or class' offering. This is open to all full time classroom teachers.

#### PROCEDURE

Applicant will complete Career Incentive Application Form Parts: A, C, D, E and F. Submit Application Form to the Assistant Superintendent of Schools more than one mini-grant per year may be submitted.

#### 4. COMMUNITY SERVICE AND AWARENESS

In an effort to promote mutual awareness between the certified staff and the West Haven Community, the Board will provide a teacher liaison with the press and provide the release time necessary to increase positive public awareness relative to activities and achievements of the West Haven School system.

##### PROCEDURE

Applicant will complete Career Incentive Application Form Parts: A, C, D, E and F. Submit Application Form along with a letter describing your project and how it will demonstrate to our community a greater awareness of the children that will be involved. Media releases or plans for such should also be attached. All Applications are to be submitted to the Assistant Superintendent of schools.

#### 5. RECREATIONAL WELL BEING

Recreational activities to ensure the physical and mental well being of all certified staff will be scheduled at no cost to the Board of Education.

##### PROCEDURE

The school administration will provide a person to co-ordinate the use of school facilities for those groups of teachers wanting to use gyms, pools, rinks, fields and activity areas for recreational purposes. Teachers desiring to use an activity area shall have a representative contact the Blake Building to reserve that area.

#### 6. YEARS OF SERVICE AWARD

The Board of Education shall provide a letter of congratulations and appreciation to staff members attaining significant years of service in West Haven:

- A. On attaining tenure.
- B. At the conclusion of the following years of service: 10, 20, 25, 30, 35 years.
- C. Upon having perfect attendance for each ranking period.
- D. On retirement from the school system.

##### PROCEDURE

The Administration shall be responsible for all record keeping. Final determination of all honorees will be done in consultation with the Presentation of a suitably framed certificate (s) will occur at the annual retirement dinner or other special event agreed upon by the Board of Education and West Haven Federation of Teachers no later than May 1, or each school year. Every effort will be made by the Federation and Board of Education to provide media coverage and suitable pre and post publicity for this event.

#### 7. CHILD CARE FOR DEPENDENT CHILDREN

Children of certified staff members employed by the West Haven School System will be eligible to participate in an approved system wide day care program at the staff member's cost.

#### PROCEDURE

Applicant will complete Career Incentive Application Form Parts: A and H. Submit application to the Assistant Superintendent of schools a minimum of four weeks prior to the need for child care. The Assistant Superintendent or his/her designee will maintain a list of suitable day care facilities in the City of West Haven, and will furnish the list to interested staff members.

#### 8. COMMITTEE WORK

Committee work incorporates time spent on development of programs, curricular needs and activities that promote positive growth within the West Haven School District.

#### PROCEDURE

The chairperson of any administrative approved committee meeting on a system wide (District) basis will submit to the Assistant Superintendent of schools no later than May 15 a request that the members of that committee receive recognition for the work they have done in the form of either (1) CEUs or (2) stipend (but not *both*). Committees meeting during released time or as an individual school are not eligible for a stipend. They may apply for CEUs. The amount of a stipend will be determined by the Assistant Superintendent according to (a) budgeted amount and (b) number of people receiving a stipend.

#### 9. JOB SHARING PROGRAM

Certified staff will be given the opportunity to share one full-time position for the duration of an academic year. The Career Incentive Committee will establish and develop specific criteria.

Any exiting position may be split (one-half salary and one-half benefits) to accommodate two half-time teachers. No additional full time jobs will be created for this program.

## PROCEDURE

The attached job sharing guidelines will be followed and remain in effect for the 1995-1996 school year or until a school year that a job sharing has occurred. Recommendation for deletion or addition to any of the attached guidelines will be developed by the Career Incentive Committee and submitted to the Superintendent and West Haven Federation of Teachers for approval by April 15, 1996 with final approval of both groups made by June 1 of that year, or the year in which the job sharing has occurred.

If no recommendations are made or necessary, the attached job sharing guidelines, as written, will remain in effect.

Those teachers wanting to "Job Share" must make an application by May 1 of each school year to the Career Incentive Committee in care of the West Haven Federation of Teachers. The Career Incentive Committee will follow the agreed upon date guidelines. (See Form attached)

## 10. MINI-SABBATICAL

A mini-sabbatical will be granted for a period of more than ten school days but not more than two consecutive marking periods. During this time, a participant will be released from all duties and a substitute will be hired to conduct the teacher's classes. Requests will be submitted to the Superintendent.

## PROCEDURE

Applicant will complete Career Incentive Application Form Parts: A, C, D, E, F and G. Submit your completed form to the Superintendent of Schools in sufficient time to receive approval and make arrangements for a substitute.

## 11. TEACHER EXCHANGE

To promote a keen understanding and mutual respect for a colleague's position, tenured staff members will be given the opportunity to exchange teaching stations with another for not more than five (5) school days. All requests will be approved by the Superintendent.

## PROCEDURE

Applicants will complete the Teacher Exchange Application Form. Applicants will submit their completed form to the Superintendent of Schools of 45 days prior to the requested time.

## 12. JOB SHARING GUIDELINES

1. Job sharing option is open to any two certified bargaining unit members, \*both of whom shall remain within the bargaining unit during the time they are participating in this job share.
2. Job share is strictly voluntary.
3. Job sharing opportunities would be open after the Board had determined the staffing level necessary for the following year. Both positions of teachers volunteering to job share would, therefore, be filled.
4. The proportion of time and responsibilities of the shared job each sharing partner would fill will be determined by the teachers with input from their instructional leader.
5. The salary each would receive would be determined by the proportion of the job each teacher works. Said salary will be that proportion of the sharing teacher's anticipated total salary (including longevity, doctoral, etc.) had he/she not chosen to job share.

Example:  $40\% \times \$50,000 = \$20,000$  and  $60\% \times \$30,000 = \$18,000$  for those two job sharing teachers.

6. Cost of medical benefits would be split in the same way. Each teacher would receive the proportion of benefits which represents his/her proportion of the job share paid by the Board.

Examples: Teacher A's health benefit package would cost \$10,000 (family). Teacher A is handling 50% of a job share situation. The Board of Education will therefore budget \$5,000 for teacher A's benefits. Teacher A will have the following choices:

- 1) Apply \$5,000 toward Family Plan and pay the additional cost.
  - 2) Choose to take individual only. If the coverage costs less than the amount budgeted.
  - 3) Waive all medical benefits, as per Article VI, Section 52N of the contract.
7. Other benefits - same as contract.
    - a. Each teacher would receive one (1) personal day. (Article VI, Sec. 42, Par. A.1.)
    - b. Each teacher would split the eighteen sick days in the same proportion as the job in whole or half day amounts.
  8. Each teacher shall advance one year in seniority and longevity for the first year they job share. In any subsequent year, seniority and longevity would be prorated.
  9. Job sharing may be combined with a Sabbatical Leave in which case the teacher would receive full salary, provided the staff member meets all requirements for a sabbatical leave, pursuant to Article VI, Section 40.



10. At the conclusion of the first year of job sharing, the teacher(s) shall have the following options:

- a. Return to original assignment
- b. Request to renew the job share for one additional year.

At the conclusion of the second year, the teacher(s) shall have the following options:

- a. Return to original assignment
- b. Apply for another job share situation, which if granted, would require that they forfeit their right to their original assignment(s).

11. All other contract clauses, except those modified here, shall remain the same.

\* In some instances, when a bargaining member wishes to job share, but cannot find another bargaining unit member, the Administration and the Federation may mutually agree to opening the job share opportunity to include certified teachers not presently on staff. In this case, the details will be worked out on an individual case basis involving the Federation, the Administration, and the individuals involved

\*\* If only one teacher wants to renew, the teacher cannot simply renew, but must reapply.

Proposed procedure:

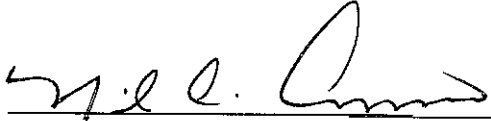
1. Teachers involved must make application to the Career Incentive Committee by the date specified.
2. Within 12 days, the Career Incentive Committee shall meet with all applicants. If the Committee has some reservations about accepting the plan, subsequent meetings- shall be planned to resolve the differences.
3. Within 10 days of the final meeting, the Career Incentive Committee shall recommend acceptance or rejection of the proposal to the Superintendent or his/her designee and send the same to the applicants.
4. Within 10 days, the Superintendent shall approve, reject or modify the recommendation of the Career Incentive Committee.

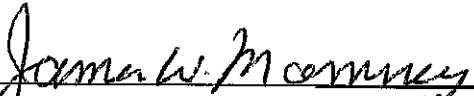
**MEMORANDUM OF UNDERSTANDING  
WEST HAVEN TEACHERS EARLY RETIREMENT INCENTIVE**

**EARLY RETIREMENT INCENTIVE**

The Board will offer an early retirement package for those teachers who are eligible to retire under TRB as of June 30, 2017:

- 1) 2 years of spousal insurance coverage up to 65, or if the spouse is already Medicare eligible, 5 years of Medicare Supplemental coverage.
- 2) Contribution – same as actives.
- 3) Applications must be submitted by May 31, 2017 and shall be irrevocable.
- 4) A minimum of eight teachers must apply (Superintendent can waive his requirement if he deems there is sufficient participation).
- 5) For the duration of this early retirement incentive the Board shall continue to contribute to the retirees' HRA/HSA account(s) the same as active employees.

Neil C. Cavallaro  Date 9.13.2017

Board Chairman  Date 9-13-17

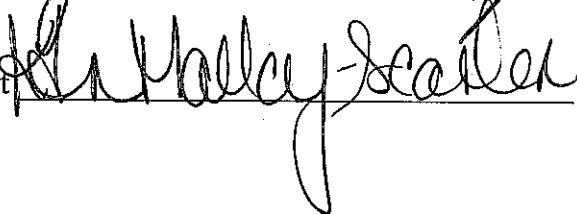
WHFT President  Date 9/12/17

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