PROFESSIONAL AGREEMENT BETWEEN THE

WINCHESTER BOARD OF EDUCATION

AND THE

WINCHESTER ADMINISTRATORS' ASSOCIATION

JULY 1, 2024 – JUNE 30, 2027

TABLE OF CONTENTS

PAGE

- 3 PREAMBLE
- 3 RECOGNITION
- 3 REFERENCE TO ASSOCIATION
- 3 ARTICLE I: DEFINITIONS
- 4 ARTICLE II: GRIEVANCE PROCEDURE
- 6 ARTICLE III: PERSONNEL BENEFITS
- 6 A. TAX SHELTERED ANNUITY PLAN
- 6 B. SICK LEAVE
- 6 C. PERSONAL DAYS
- 7 D. VACATION DAYS
- 7 E. TUITION REIMBURSEMENT
- 8 F. TRAVEL ALLOWANCES AND PROFESSIONAL EXPENSES
- 8 G. EARNED DOCTORATE DEGREE
- 8 H. INSURANCE BENEFITS
- 9 I. WORKDAY/WORKYEAR
- 10 J. PERSONAL INJURY BENEFITS
- 10 K. SICK DAYS AT RETIREMENT
- 10 L. MATERNITY LEAVE
- 10 M. CHILD CARE LEAVE
- 11 N. DIRECT DEPOSIT AND OVERPAYMENTS
- 11 O. RETIREE INSURANCE
- 11 P. POSITION POSTINGS
- 11 Q. CERTIFICATION
- 11 R. MULTIPLE BUILDING STIPEND
- 11 S. PROFESSIONAL DEVELOPMENT
- 11 T. HOLIDAYS
- 12 ARTICLE IV: REDUCTION IN FORCE
- 13 ARTICLE V: GENERAL PROVISIONS
- 13 ARTICLE VI: ADMINISTRATIVE PROVISIONS
- 13 ARTICLE VII: CONTRACTS
- 13 ARTICLE VIII: CONSULTATION PROCEDURE
- 14 ARTICLE IX: SALARYAGREEMENT
- 14 ARTICLE X: DURATION
- 15 ARTICLE XI: LEGAL PROVISIONS
- 15 A. AMENDMENT
- 15 B. SPECIFIC PERFORMANCE
- 15 C. SEVERABILITY
- 16 APPENDIX A: WINCHESTER ADMINISTRATORS' SALARY SCHEDULES
 July 1, 2021 June 30, 2024 SALARY SCHEDULES
- 17 APPENDIX B: CONNECTICUT GENERAL STATUTE SEC.46a-60-DISCRIMINATORY EMPLOYMENT PRACTICES PROHIBITED
- 20 APPENDIX C: EXTRA PAY FOR EXTRA DUTIES

This Agreement is made and entered into as of this 29th day of November 2023 by and between the Winchester Board of Education and the Winchester Administrators' Association, affiliated with the Elementary and Middle School Principals' Association of Connecticut and the National Association of Elementary School Principals.

PREAMBLE

This Agreement is negotiated pursuant to Connecticut General Statutes, §§10-153a to 10-153g inclusive and as mended from time to time.

RECOGNITION

- A. The Board recognizes the Winchester Administrators' Association as the exclusive representative of all certified professional employees employed by the Board in positions requiring an administrative or supervisory certificate not included in the teachers' unit or excluded from the purview of Sections 10-153a to 10-153g of the General Statutes, inclusive. This recognition clause specifically excludes the Business Manager and the Director of Pupil Personnel Services.
- B. Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement shall refer to all employees in the above unit.
- C. Except as expressly provided otherwise by the specific terms of this Agreement, the Board has, and will continue to retain, whether exercised or not, the responsibility and the prerogative to direct the public school system of the Town of Winchester in all its respects, including but not limited to the operation of the schools, the direction of the professional staff and the power and authority conferred upon the Board by law.

REFERENCE TO ASSOCIATION

The singular reference to the "Association" herein shall be interpreted as referring to the Winchester Administrators' Association.

ARTICLE I DEFINITIONS

A. "Administrative Year": For the purpose of this contract, "Administrative Year" shall mean the number of days in a school year during which the administrators shall be responsible for fulfilling their individual duties to the total school program. The work year for 12 month employees of the bargaining unit shall be two hundred and sixty (260) days per year and two hundred seven (207) for 10 month employees.

- B. "SchoolYear": For the purpose of this contract, the "School Year" shall commence on July 1 and terminate on June 30.
- C. Unless otherwise indicated, the term "Superintendent of Schools" when used hereinafter, shall mean the Superintendent of Schools or his designee, and the term "Board of Education", when used hereinafter, shall mean the Board or its designee.
- D. For purposes of calculating time, and unless otherwise defined for purposes of a specific article, the word "day" or "days" shall mean when the Central Office is officially open for business.

ARTICLE II GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a complaint by a member of the bargaining unit that there has been a violation in the application or interpretation of a specific section of this Agreement or that there has been a failure to follow the established procedures of the school district's evaluation and support program. A grievance must be in writing and shall set forth with specificity the sections of the contract involved, the facts at issue and the remedy sought.
- B. "Day" or "Days" as used in this article shall mean when the central office is officially open for business.
- C. The Grievance Procedure shall be as follows:

STEP ONE

Within ten (10) days of the event giving rise to the complaint, the grievance shall be submitted to the Superintendent. The Superintendent, or his designee, shall respond within seven (7) days of receipt.

STEP TWO

If the matter has not been satisfactorily resolved at Step One, it may, within three (3) days of the prior answer, be submitted to the Board of Education or a committee of the Board for consideration by the Board or its committee at its next regularly scheduled meeting. If the grievance is filed within a five (5) day period immediately preceding the date of the regularly scheduled meeting, the hearing may be postponed until the next regularly scheduled Board meeting, or within a thirty-one (31) calendar day period, whichever is less. The Board or its committee shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the administrator and the Superintendent.

STEP THREE

Should the Association be dissatisfied with the answer of the Board, they shall notify the Superintendent in writing, within five (5) days of receipt of the answer, of their desire to proceed to arbitration. The Chairman of the Board or his representative and the President of the Association

or his representative, shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five(5) days after the filing of the notification for arbitration, the Association, within five (5) additional days (a total of ten (10) days after the Association has filed a claim for arbitration) shall submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association. Such submission shall set forth the provision or provisions alleged to have been violated by the Board of Education and shall be filed simultaneously with the Superintendent of Schools. Only the Association and not any individual employee may proceed to arbitration. In any arbitration proceeding, the arbitrator shall hear and decide only one grievance. The arbitrator shall have no power to add to, subtract from, or in any way modify the terms and provisions of the Agreement. The arbitrator's decision shall be final and binding according to law, and all costs shall be shared by the parties. In any action to determine the arbitrability of the claim in dispute, which must be filed prior to the commencement of the arbitration hearing, the issue of arbitrability shall be deemed a question of law for the court to determine, provided, however, neither party waives its right to appeal the arbitrator's award pertaining to such grievance as permitted by law.

- D. Any grievance not responded to within the above-stated time period, may go directly to the next step. However, any of the above limits, except for the initial filing period, may be reduced or extended by written agreement of the parties.
- E. Rights of Administrators to Representation.
- 1. No reprisals of any kind shall be taken by either party against any participants in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at Levels One, Two, and Three of the formal grievance procedure by a person of his choosing.
- 3. Either party may, if it so desires, call upon the professional services of consultant(s) for assistance at any stage of the procedure.
- F. No administrator shall be disciplined, reprimanded, reduced in rank or compensation, or suspended without just cause. The procedures set forth in §10-151 of the Connecticut General Statutes shall be the exclusive procedures for matters involving termination or non-renewal.
- G. The Superintendent shall notify an administrator by telephone, email_or in person, and in writing as soon as practicable of any complaint under investigation by the Superintendent relative to the administrator's professional conduct. As part of such investigation, and before requesting a response to the complaint by the administrator, the Superintendent shall, where possible, identify the complainant(s) and, upon request, provide a copy of any written complaint. Should a complaint involve the possible commission of a crime and a law enforcement officer requests non-disclosure, the provisions of this section shall not apply.

ARTICLE III PERSONNEL BENEFITS

A. TAX SHELTERED ANNUITY PLAN

The Board of Education shall pay five thousand dollars (\$5,000), plus 3% of his/her salary, annually, in equal increments throughout the school year, on behalf of each administrator directly to a tax sheltered annuity of each administrator's choice.

B. SICK LEAVE

- 1. 12 month Administrators shall accrue sick leave at the rate of twenty-one (21) days for each completed school year of work, accumulative to two hundred and twenty (220) days. 10 month Administrators shall accrue sick leave at the rate of seventeen (17) days for each completed school year of work, accumulative to two hundred and twenty (220) days.
- 2. For sick leave absences beyond accumulated leave, administrators may request additional paid or unpaid leave for a period not to exceed the difference between the administrators' regular pay and any salary paid for replacement services. The Board is not obligated to grant the request. Nothing in this section pertaining to the granting of an extended leave of absence beyond the sick leave period the administrator accumulates pursuant to Section B (l) of this article shall limit the Board in exercising its right to terminate an administrator for medical reasons under §10-151 of the Connecticut General Statutes. In the event of such termination, any payment of the benefit under this section shall cease.
- 3. During the course of a long-term paid or unpaid leave granted for medical reasons for a period exceeding ten (10) work days during the school year, the Superintendent of Schools may periodically require an administrator to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or disability or the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a board- appointed physician to verify this information at Board expense.

C. PERSONAL DAYS

- 1. Administrators shall be entitled to the following personal days in each school year:
 - a. Three (3) days for personal or legal reasons;
 - b. Five (5) days for illness in the immediate family. Immediate family shall be defined as: spouse, parent, child, or other individual provided such relation or individual is living in the administrators' household, or, at the discretion of the Superintendent, a relation with whom the administrator has had a long and unusually close relation- ship. The Superintendent's determination with respect to whether the administrator has had a long and unusually close relationship with an individual shall not be subject to the grievance procedure.

c. Five (5) days for death in the immediate family. Immediate family shall include: spouse, child, parent, grandparent, grandchild, sibling, in-laws, or any other person living in the administrators' residence.

D. VACATION DAYS

- 1. All vacation schedules must have prior approval of the Superintendent of Schools.
- 2. 12 month Administrators shall receive vacation days based upon the following: a. Twenty-five (25) days per year, available on July l each year but accruing at the rate of 2.08 days per month for purposes of final payout upon retirement, resignation, or death.
 - b. Administrators who work two hundred and seven (207) days or fewer shall not earn or accrue vacation days.
 - c. No more than three (3) vacation days may be carried over from one fiscal year to the next
 - d. The maximum number of vacation days to be paid out upon retirement, resignation, or death shall be fifteen (15) days and the Superintendent may require that vacation days be taken prior to final date of employment.
 - e. An administrator may request up to ten (10) days of vacation on school days with the prior approval of the Superintendent. Such requests shall not include dates when special district or school functions occur. Administrator shall use professional judgment in making requests for such vacation day use.

E. TUITION REIMBURSEMENT

The Board of Education agrees to allocate a pool of up to ten thousand dollars (\$10,000) per year for reimbursement of tuition fees for all administrators within the bargaining unit; the method of distribution to be as follows:

- 1. Courses to have prior approval of the Superintendent;
- 2. June 15th deadline on all requests for reimbursement
- 3. In order to receive such reimbursement, the administrator must show successful completion of the course with a grade of B or better or, in the case of a pass/fail course, a Pass.
- 4. The maximum annual amount received shall not exceed \$5,000

If enough money is not available, per the terms of this contract, to reimburse all administrators for approved course work, the following method of distribution will be implemented: Divide all approved credits into the total number of dollars available by contract.

If the Superintendent directs an administrator to enroll in a graduate course designed to benefit the school district, then that tuition shall be paid by the district and will not reduce the annual pool of ten thousand dollars (\$10,000).

F. TRAVEL ALLOWANCES AND PROFESSIONAL EXPENSES

The Board shall allocate up to fifteen hundred dollars (\$1,500) per year for each administrator for reimbursement of necessary expenses for state, and local professional conventions and conferences. Each administrator will be allowed to attend one National Convention (such as AERA) per year with all expenses covered.

- 1. To be eligible for such reimbursement, attendance at the specific convention or conference must receive prior approval of the Superintendent and receipts presented
- 2. The meal allowance for full travel days is \$50 and for half days is \$25,

G. EARNED DOCTORATE DEGREE

Administrators with an earned Doctorate Degree from an accredited university will receive an additional two thousand dollars (\$2,000) per year above the appropriate salary schedule.

H. <u>INSURANCE BENEFITS</u>

- 1. The Board shall provide the following group insurance benefits:
 - a. High Deductible Health Plan with Health Savings Account
 - individual lifetime maximum of \$1,000,000 out of network, unlimited in network
 - Annual deductible of \$ 2,000 individual/\$ 4,000family deductible (provided that the Board's insurance carrier continues to offer the \$2000/\$4,000 High Deductible Health Insurance Plan with HSA plan; otherwise, it will be subject to a \$2500 individual/\$5000 family/2 person deductible)
 - co-insurance of 100% in network, 80%/20% out of network, in accordance with the general plan description.
 - Prescription drugs: There shall be prescription co-pays after exhaustion of deductible in the amount of \$5 for generic, \$25 for preferred/listed brand name, and \$40 for non-preferred/non-listed brand name.
- b. Delta Dental Full Service Dental Plan, with Dental Riders A, B and D.
- c. Vision Care Endorsement (Family Plan)
- d. Life insurance equivalent to double the administrator's annual salary rounded to the nearest thousand. The administrator shall also have the option to purchase additional life insurance through the voluntary life insurance program. Premium payment shall be through payroll deduction.
- 2. Cost sharing for the group health insurance shall be as follows:

a. An administrator participating in the group health insurance will pay seventeen percent (17%) of the premium cost for each year of the contract.

b. The Board shall fund fifty (50%) each school year of the administrator's annual deductible, whether individual or family coverage, payable to the Administrators Health Savings Account (HSA) or Health Reimbursement Account (HRA). Funding will be done in the first check run of July each year except for new 10 month administrators who will receive this contribution in September.

The Board shall have no obligation to fund any portion of the annual deductible amount for retired administrators or other individuals upon their separation from employment.

3. Change of Carrier:

The Board of Education reserves the right to change insurance carriers at any time so long as it gives prior notice to the Association and so long as the insurance coverage under the substituted insurance carrier's policy is substantially equal to the coverage, service, and administration under the policy then in effect Once the Association is notified that the Board intends to change insurance carriers, the Association has fifteen (15) days to examine the new insurance carrier's policy. If the Association believes that the coverage, service, or administration under the new policy is not substantially equal to that of the policy currently in effect, it must object to the change in writing during that fifteen (15) day period. If the parties are unable to informally resolve the matter within the following twenty (20) days, the Association shall file a demand with the American Arbitration Association to resolve the dispute within five (5) days after the end of the twenty (20) day period set forth above. The arbitrator shall be asked to decide the following question: Is the substituted carrier's coverage, service and administration under the proposed policy substantially equal to the current insurance carrier's policy? When a complaint has been lodged by the Association pertaining to the substituted carrier's insurance policy, the Board will not institute the new insurance until an agreement has been reached or until an arbitrator has decided that the substituted policy is substantially equal to the current policy. The cost of arbitration shall be shared equally by the parties. Notwithstanding any provision of this section to the contrary, the Board may enroll in the Blue Cross/Blue Shield CCM Health Plan provided coverage remains identical.

4. Spending Accounts: The Board of Education shall make available flexible spending accounts for health insurance premiums only.

I. WORKDAY/WORKYEAR

The twelve-month employee will receive twelve paid holidays and twenty-five paid vacation days resulting in a work year of two hundred and twenty-four (224) days. The ten-month administrator will work 186 teacher days. In addition, the ten-month administrator will work twenty-one additional days beyond the teachers' requirement for a total of two hundred and seven (207) days. The days of which the twenty-one additional days will be mutually agreed upon between the ten-month administrator and his or her building principal with prior approval of the Superintendent.

Days that are considered school cancelation days for teachers are workdays for administrators. However, administrators can work up to five (5) days from home rather than at school at the Superintendent's discretion. Days that are considered school cancelation days for teachers could be a workday for a ten-month administrator with mutual agreement between the ten-month administrator and his or her building principal with prior approval of the Superintendent.

Any unilateral change in the work year, which includes vacations and paid holidays would require impact negotiations to resolve a salary increase or decrease proportional to the changes in the length of the work year. Salaries shall be changed in proportion to the unilateral changes, e.g., ten percent (10%) increase or decrease in the work year shall result in a ten percent (10%) increase or decrease in salaries of all administrators affected. Both sides acknowledge the responsibilities of the administrator positions extend beyond the confines of the school day.

J. PERSONAL INJURY BENEFITS

Whenever an administrator suffers an injury which qualifies for and receives compensation under the Workers' Compensation Act, the Board will make the administrator whole for the difference between the Workers' Compensation payments and the Administrators' regular per diem for each day of absence caused by that injury for a period not to exceed six (6) calendar months. Such payment will not be charged to accumulated sick leave.

K. SICK DAYS AT RETIREMENT

Any administrator who allows sick days to accumulate will be paid fifty dollars (\$50) per day for fifty percent (50%) of his/her accumulated sick days at the time of the administrator's retirement or one hundred percent (100%) at death. As used in this section, the term "retirement" shall be defined as that point in time when an administrator retires and is eligible to receive immediate retirement benefits under the Teacher Retirement Act, §§I0-183b, et seq., of the Connecticut General Statutes.

L. MATERNITY LEAVE

A copy of §46a-60 of the Connecticut General Statutes governing maternity leave is attached to this Agreement for informational purposes only.

M. CHILD CARE LEAVE

Administrators in the Winchester system may request child care leave, subject to the following four (4) conditions:

1. Any administrator may be entitled, upon written request to, and approval of, the Board, take an extended leave in the event of pregnancy or for the purpose of child-rearing. Such leave without pay and fringe benefits shall be for a period not to exceed one (1) full school year in addition to the year in which the leave commences.

- 2. Such leave shall be without compensation.
- 3. The Board shall re-engage the administrator for the following year.
- 4. Failure to reapply for reinstatement in the system by April 1 in the school year for which the leave was granted shall be considered a resignation and will be so treated.

N. DIRECT DEPOSIT AND OVERPAYMENTS

All administrators shall be paid through direct deposit

The Board shall be made whole for any overpayments to administrators through automatic payroll deduction from the subsequent pay periods with the written concurrence of the administrator.

O. RETIREE INSURANCE

The Board shall pay twenty percent (20%) of the cost of medical and health insurance benefits set forth in Article III, Sections H (l)(a) and H(l)(b) (individual benefits only) for any administrator who retires after at least fifteen (15) years of service in the Winchester school system and is immediately eligible for retirement benefits under §§10-183, et. seq., of the Connecticut General Statutes until the administrator attains the age of sixty-five (65).

P. POSITION POSTINGS

All openings for permanent positions covered by the administrators' unit shall be publicized online in every school and central office for at least ten (10) days in advance.

Q.CERTIFICATION

All professional fees for teaching or administrative certification will be reimbursed to each administrator upon receipt.

R. MULTIPLE BUILDING STIPEND

An administrator assigned to more than one building will be paid a stipend of \$5,000 for each 60 day period for the extra service.

S. PROFESSIONAL DEVLOPMENT

Annually Administrators shall have forty (40) hours of Professional Development as approved by the Superintendent.

T. HOLIDAYS

Administrators are entitled to the following holidays:

New Years Day	Martin Luther King Day	Presidents Day
Good Friday	Memorial Day	July 4 th (12month)
Labor Day	Columbus Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve	Christmas Day

ARTICLE IV REDUCTION IN FORCE

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum and staff when economic, pupil enrollment decline, and other justifiable reasons dictate.

If, in the Board's opinion, it is necessary to reduce the administrative staff within a particular administrative classification and in order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

- A. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening, if one exists, in his/her classification for which he/she is certified and qualified.
- B. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification, provided he/she is certified and qualified for the position. If the displaced administrator is not certified and qualified for such position, then he/she shall be offered the position of an administrator who has the next least seniority in his/her present classification, provided he/she is certified and qualified for the position. If the displaced administrator is not certified and qualified for such position, then the same procedure shall apply until the displaced administrator has bumped another administrator or has not been offered another administrative position in his/her classification.
 - C. If there is no existing administrative opening in his/her classification and a displaced administrator is bumped from his/her present classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which be/she is certified and qualified provided, however, such appointment does not constitute move to a higher classification.
 - D. If there are no existing administrative openings in any administrative classification, or the displaced administrator is bumped from his/her present classification, to an administrative classification with a salary lower than that which the displaced administrator previously enjoyed or to a teaching position for which he/she is certified he/she will retain his/her administrative salary for a period of (10) months.
- E. For purposes of this Article, administrative classifications and the order of such classifications shall be as follows:
- 1. Middle School Principal, Curriculum Coordinator, Elementary Principal and Assistant Principal
- F. Qualifications as used in this Article shall be determined by the Superintendent of Schools, provided that his decision shall not be arbitrary or capricious.

G. The term "bumped" refers to the displacement of an administrator as a result of the elimination of his/her position or the loss of a position to another administrator

ARTICLE V GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against any administrator by reason of his membership in a professional organization or participation in its activities.
- B. No physical condition or natural origin shall be considered as a condition of employment except where the condition would render the administrator physically unable to perform his assigned task.
- C. Administrators will be entitled to full rights of citizenship. and no religious or political activities of any administrator (provided such activities do not take place during his working hours and providing he uphold the Constitution of the United States) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such administrator.
- D. The paragraphs of this Article will not be subject to the contracts grievance procedure.

ARTICLE VI ADMINISTRATIVE PROVISIONS

Evaluation reports relative to administrative performance or written statements containing criticism shall not be filed in the permanent personnel folder of any administrator longer than thirty (30) days unless within this thirty (30) day period a notice is sent to his/her last known address by certified mail, return receipt requested, affording an administrator an opportunity to review the material or unless the administrator has signed or seen the document. The administrator shall have the right to attach a written response to any evaluation or written statement containing criticism which is filed in his/her permanent personnel folder.

ARTICLE VII CONTRACTS

- A. All administrators shall receive their annual salary agreement for the next year one (1) week prior to the closing of school.
- B. Administrators shall provide at least sixty (60) days written notice of intent to retire. Administrators will provide forty five (45) work days written notice upon severing employment.

ARTICLE VIII CONSULTATION PROCEDURE

A. It is recognized by the Board and the Association that all situations and developments could not be anticipated at the time of negotiation of this document. To achieve rapport between the

Board and the Association, periodic informal meetings shall be held between the negotiating groups of each organization as requested by either the Association or the Board. Such meetings shall not be deemed to constitute negotiations or bargaining.

- B. In the event situations or developments indicate that the strict letter of this document cannot be adhered to and change in the existing agreement is deemed necessary by the Board and the Association, then in such event the Board and the Association agree to the following procedure:
- 1. If a proposal is initiated by the Association, it shall be submitted in writing with the request for a meeting with the Board, who shall acknowledge receipt within five (5) days thereafter and a committee designated by the Board shall meet with the Association to discuss the proposal within fifteen (15) days thereafter. If as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Association and the Committee of the Board, agreement is reached on the proposal, it shall be presented to the Board and the Association as a joint recommendation of the Committee and the Association. If the Board rejects the joint recommendation of the Committee and the Association, the Association shall not have the right to renegotiate the proposal with the Board's negotiating team for the balance of the school year.
- 2. If the proposal is initiated by the Board, the Board shall submit the same in writing to the Association, which shall acknowledge receipt within five (5) days thereafter and meet with a committee of the Board to discuss the proposal within fifteen (15) days thereafter. If, as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Committee of the Board and the Association, agreement is reached on the proposal, it shall be presented to the Board and the Association. If the Association rejects the joint recommendation of the Committee and the Association, the Board shall not have the right to renegotiate the proposal with the Association's contract committee for the balance of the school year.
- C. Any agreement resulting from this process shall be placed in writing, signed, dated, and a copy appended to this contract
- D. Notwithstanding the foregoing, nothing in this Article shall prevent either party from exercising its rights under §10-153f(e) of the Connecticut General Statutes.

ARTICLE IX SALARY AGREEMENT

The Board agrees to pay the salary schedule contained in Appendix A.

ARTICLE X DURATION

All provisions of this Agreement, unless otherwise specified, shall be in effect from July 1, 2024 and will remain in full force until June 30, 2027.

ARTICLE XI LEGAL PROVISIONS

1. AMENDMENT

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

2. SPECIFIC PERFORMANCE

In the event of a breach or contemplated performance breach of any of the terms or provisions of this agreement either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise obtain.

3. SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereunto set their hands as of this 29th day of November, 2023.

WINCHESTER BOARD OF EDUCATION

WINCHESTER ADMINISTRATORS' ASSOCIATION

Nora Morcarski, Chairperson

Barbara Silverio, President

Melony M. Brady Shanley Superintendent of Schools

Appendix A

WINCHESTER ADMINISTRATORS' SALARY SCHEDULES

Newly hired administrators shall be placed on the salary schedule as determined by the Superintendent

2024-2025 2.5% GWI, STEP

	1	2	3	4
Principal, MS	\$125,006	\$130,255	\$136,249	\$144,831
Curriculum Coordinator	125,006	130,255	136,249	144,831
Elementary Principal	122,607	127,757	133,634	142,053
Assistant Principal	107,923	112,473	117,631	124,810

2025-2026 0% GWI, STEP

	1	2	3	4
Principal, MS	\$125,006	\$130,255	\$136,249	\$144,831
Curriculum Coordinator	125,006	130,255	136,249	144,831
Elementary Principal	122,607	127,757	133,634	142,053
Assistant Principal	107,923	112,473	117,631	124,810

2026-2027 1.0% GWI, NO STEP

	1	2	3	4
Principal, MS	\$126,256	\$131,557	\$137,612	\$146,280
Curriculum Coordinator	126,256	131,557	137,612	146,280
Elementary Principal	123,833	129,035	134,971	143,473
Assistant Principal	109,003	113,598	118,807	126,058

APPENDIX B

DISCRIMINATORY EMPLOYMENT PRACTICES PROHIBITED CONNECTICUT GENERAL STATUTE SEC.46a-60

- (a) It shall be a discriminatory practice in violation of this section:
- (1) For an employer, by the employer or the employer's agent, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability, including, but not limited to, blindness;
- (2) For any employment agency, except in the case of a bona fide occupational qualification or need, to fail or refuse to classify properly or refer for employment or otherwise to discriminate against any individual because of such individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability, including, but not limited to, blindness;
- (3) For a labor organization, because of the race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability, including, but not limited to, blindness of any individual to exclude from full membership rights or to expel from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by an employer, unless such action is based on a bona fide occupational qualification;
- (4) For any person, employer, labor organization or employment agency to discharge, expel or otherwise discriminate against any person because such person has opposed any discriminatory employment practice or because such person has filed a complaint or testified or assisted in any proceeding under section 46a-82, 46a-83 or 46a-84;
- (5) For any person, whether an employer or an employee or not, to aid, abet, incite, compel or coerce the doing of any act declared to be a discriminatory employment practice or to attempt to do so;
- (6) For any person, employer, employment agency or labor organization, except in the case of a bona fide occupational qualification or need, to advertise employment opportunities in such a manner as to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability, including, but not limited to, blindness;
- (7) For an employer, by the employer or the employer's agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave

of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform employees of the employer, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position;

- (8) For an employer, by the employer or the employer's agent, for an employment agency, by itself or its agent, or for any labor organization, by itself or its agent, to harass any employee, person seeking employment or member on the basis of sex or gender identity or expression. "Sexual harassment" shall, for the purposes of this section, be defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (A) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (B) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (C) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment;
- (9) For an employer, by the employer or the employer's agent, for an employment agency, by itself or its agent, or for any labor organization, by itself or its agent, to request or require information from an employee, person seeking employment or member relating to the individual's child-bearing age or plans, pregnancy, function of the individual's reproductive system, use of birth control methods, or the individual's familial responsibilities, unless such information is directly related to a bona fide occupational qualification or need, provided an employer, through a physician may request from an employee any such information which is directly related to workplace exposure to substances which may cause birth defects or constitute a hazard to an individual's reproductive system or to a fetus if the employer first informs the employee of the hazards involved in exposure to such substances;
- (10) For an employer, by the employer or the employer's agent, after informing an employee, pursuant to subdivision (9) of this subsection, of a workplace exposure to substances which may cause birth defects or constitute a hazard to an employee's reproductive system or to a fetus, to fail or refuse, upon the employee's request, to take reasonable measures to protect the employee from the exposure or hazard identified, or to fail or refuse to inform the employee that the measures taken may be the subject of a complaint filed under the provisions of this chapter. Nothing in this subdivision is intended to prohibit an employer from taking reasonable measures to protect an employee from exposure to

such substances. For the purpose of this subdivision, "reasonable measures" shall be those measures which are consistent with business necessity and are least disruptive of the terms and conditions of the employee's employment;

- (11) For an employer, by the employer or the employer's agent, for an employment agency, by itself or its agent, or for any labor organization, by itself or its agent: (A) To request or require genetic information from an employee, person seeking employment or member, or (B) to discharge, expel or otherwise discriminate against any person on the basis of genetic information. For the purpose of this subdivision, "genetic information" means the information about genes, gene products or inherited characteristics that may derive from an individual or a family member.
- (b) (1) The provisions of this section concerning age shall not apply to: (A) The termination of employment of any person with a contract of unlimited tenure at an independent institution of higher education who is mandatorily retired, on or before July 1, 1993, after having attained the age of seventy; (B) the termination of employment of any person who has attained the age of sixty-five and who, for the two years immediately preceding such termination, is employed in a bona fide executive or a high policy-making position, if such person is entitled to an immediate nonforfeitable annual retirement benefit under a pension, profit-sharing, savings or deferred compensation plan, or any combination of such plans, from such person's employer, which equals, in aggregate, at least forty-four thousand dollars; (C) the termination of employment of persons in occupations, including police work and fire-fighting, in which age is a bona fide occupational qualification; (D) the operation of any bona fide apprenticeship system or plan; or (E) the observance of the terms of a bona fide seniority system or any bona fide employee benefit plan for retirement, pensions or insurance which is not adopted for the purpose of evading said provisions, except that no such plan may excuse the failure to hire any individual and no such system or plan may require or permit the termination of employment on the basis of age. No such plan which covers less than twenty employees may reduce the group hospital, surgical or medical insurance coverage provided under the plan to any employee who has reached the age of sixty-five and is eligible for Medicare benefits or any employee's spouse who has reached age sixty-five and is eligible for Medicare benefits except to the extent such coverage is provided by Medicare. The terms of any such plan which covers twenty or more employees shall entitle any employee who has attained the age of sixty-five and any employee's spouse who has attained the age of sixty-five to group hospital, surgical or medical insurance coverage under the same conditions as any covered employee or spouse who is under the age of sixty-five.
- (2) No employee retirement or pension plan may exclude any employee from membership in such plan or cease or reduce the employee's benefit accruals or allocations under such plan on the basis of age. The provisions of this subdivision shall

be applicable to plan years beginning on or after January 1, 1988, except that for any collectively bargained plan this subdivision shall be applicable on the earlier of (A) January 1, 1990, or (B) the later of (i) the expiration date of the collective bargaining agreement, or (ii) January 1, 1988.

- (3) The provisions of this section concerning age shall not prohibit an employer from requiring medical examinations for employees for the purpose of determining such employees' physical qualification for continued employment.
- (4) Any employee who continues employment beyond the normal retirement age in the applicable retirement or pension plan shall give notice of intent to retire, in writing, to such employee's employer not less than thirty days prior to the date of such retirement.

APPENDIX C EXTRA PAY FOR EXTRA DUTIES

Administrators may be assigned to provide leadership as chair in district-wide Professional Development, Curriculum, or Technology Committees. If so assigned by the Superintendent, administrator shall earn a stipend of one thousand dollars (\$1,000). It is possible to be assigned to more than one committee and if such assignment is made the stipend shall be made for each such assignment.