

**CONTRACT BETWEEN**

**MIDDLETOWN SCHOOL  
ADMINISTRATORS' ASSOCIATION**

**and**

**MIDDLETOWN BOARD OF EDUCATION  
Middletown, Connecticut 06457**

**July 1, 2019 - June 30, 2023**

THIS AGREEMENT, is made and entered into by and between the MIDDLETOWN BOARD OF EDUCATION (hereinafter called the "Board") and the MIDDLETOWN SCHOOL ADMINISTRATORS ASSOCIATION (hereinafter called "MSAA").

## **ARTICLE I**

### **GENERAL**

A. This Agreement is negotiated under Section 10-153, Connecticut Statutes of the Connecticut General Assembly, as amended, in order (a) to fix for its term the salaries and harmonious working relationships between the Board and the MSAA in order that the cause of public education may be best served in Middletown.

B. The provisions of this Agreement shall constitute Board Policy for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changed pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.

C. Nothing in this Agreement shall in any way limit or contravene the authority of any Municipal, State or Federal Board, commission, agency, or other governmental body or authority.

## **ARTICLE II**

### **RECOGNITION**

A. The Board recognizes the Middletown School Administrators Association as the exclusive bargaining representative for all certified employees who are not represented by the Middletown Federation of Teachers excluding the Superintendent, Assistant Superintendent for Administration, and Assistant Superintendent for Curriculum/Instruction for the purposes of negotiating with respect to salary schedules, working conditions, personnel policies and other conditions relative to employment.

B. The MSAA agrees to represent equally all Administrators without regard to membership or participation in, or association with the activities of the MSAA or any other employee organization.

1. All employees who are members of the MSAA on the effective date of this Agreement, or who thereafter voluntarily become members of the MSAA, shall pay membership dues to the MSAA. Such dues shall be

paid by payroll deduction, authorized in writing by the employee, on a form specified by the Board.

2. The MSAA shall establish and notify the Board in writing of the amount of the membership dues.

3. The MSAA shall indemnify and hold harmless the Board of Education against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, the administration or enforcement of the provisions of this Article.

C. The Board of Education shall not appoint employees without an intermediate or principals certificate to positions in the bargaining unit represented by the MSAA. In the event that a vacancy in the Administrators' bargaining unit occurs, the Board of Education will observe the following procedure with respect to interim appointments, unless a regular appointment is made or until a regular appointment is made.

1. The fact of the vacancy will be made known to all members of the Administrators' bargaining unit.

2. Members of the bargaining unit at that time will be permitted to volunteer to fill such vacancy.

3. Such vacancy will be filled from among said volunteer applicants or by the appointment of any others who are members of the Administrators' bargaining unit at that time, provided that the Superintendent determines that the volunteer applicant for the interim position is qualified to fill the vacancy on an interim basis.

4. If the position is filled by a current member of the bargaining unit, the salary shall be at the step of the salary schedule for the position being filled that provides the individual with an increase in salary. If the position is being filled from outside the bargaining unit, the individual's salary step shall be set by the Superintendent of Schools.

D. Whenever a regular vacancy occurs in a MSAA bargaining unit position for which a member of the MSAA bargaining unit is certified, the following procedure will be observed:

1. The fact of the vacancy will be made known to all members of the administrative bargaining unit. Prior to posting and/or advertising for said vacancy, any administrator may apply for a transfer to said position and the Superintendent, if he/she approves, may make such transfer.

2. Members of the MSAA who apply for the said vacancy shall be granted an interview with the Screening Committee. In the event that a member is not recommended for a Board interview, he/she may request a

conference with the Superintendent and the Assistant Superintendent for an explanation.

E. The MSAA recognizes that the Superintendent has the prerogative to transfer its members within the MSAA bargaining unit. Prior to initiating such a transfer, the Superintendent will consult with the President of the MSAA. At no time should a transfer result in a promotion (i.e., a position with a higher maximum). Consultation will be made in the following manner:

1. The Superintendent of Schools will meet with the President of the Middletown School Administrators Association and one representative of the Association's Executive Committee whenever any assignment to a different school for the next school year is contemplated.

2. At this meeting, the Superintendent of Schools shall notify the Association representatives of any contemplated assignments and/or reassignments for the next school year and will explain his/her reasons for said contemplated changes.

3. At the request of the President of the Association, the Superintendent will postpone his/her decision for a reasonable period of time to permit the President of the Association to inform the members of the Superintendent's intentions and/or to solicit the views of the membership and report such views to the Superintendent.

4. The Superintendent of Schools will give the consideration to the views of the Middletown School Administrators Association President and/or membership and will not effect any involuntary transfers of any administrator from one position to another except after reaching a conclusion that overriding educational considerations require such a transfer.

F. A member of the bargaining unit who is involuntarily transferred to a lower paid position in the bargaining unit shall be placed on the same step in the new position as he/she held in the previous position, but his/her salary shall remain unchanged for a period of two fiscal years or until the salary level at the appropriate step in the new position meets or exceeds the salary paid to the member in the former position from which he/she had been involuntarily transferred, whichever occurs earlier.

G. No Administrator shall be disciplined or demoted without just cause (and no administrator shall be involuntarily reduced to a teaching position) except in accordance with Board Policy 4117.4.

### **ARTICLE III**

## **PROTECTION**

A. Administrators shall immediately report to the Superintendent in writing all cases of assault suffered by them or any other employee of the Board.

B. Such report shall be forwarded to the Board which shall comply with any reasonable request from any administrator for information in its possession not privileged under law which relates to the incident or the persons involved.

C. The Board shall provide legal counsel who shall be selected by mutual agreement between the Board and MSAA, and shall protect and save harmless any Administrator from financial loss and expense, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental damage to or destruction of property, within or without the school building, provided such Administrator, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board.

D. Section 10-235 of the Connecticut General Statutes concerning indemnification of professional employees, shall continue to be binding upon the parties for the duration of this Agreement.

E. Whenever an Administrator is absent from school as a result of personal injury, compensable under the Connecticut Workers' Compensation laws, and caused by an assault (physical or mental) arising out of and in the course of his/her employment, s/he shall be paid his/her full contractual salary rate for the period of such absence for up to one calendar year without having such absence charged to his/her annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of Workers' Compensation award for temporary disability due to the said assault (physical or mental) for the period for which such salary is paid. The Board shall have the right to have the Administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the Administrator is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.

## **ARTICLE IV**

### **ACCIDENT BENEFITS**

Where an Administrator is absent from school as a result of accidental injury or illness (caused by other than an assault), compensable under the Workers' Compensation Laws of the State of Connecticut the Administrator's benefits shall be as follows:

A. All related medical costs, in accordance with the Workers' Compensation Statutes as provided;

B. Full payment, minus Workers' Compensation payments, for the first thirty school days during any fiscal year or related to a specific accident, whichever is applicable, to the Administrator's advantage, and thereafter to the extent of an Administrator's accumulated sick leave, unless the Administrator instructs the central office to the contrary, in which case Paragraph C shall govern.

C. Insurance compensation payments according to the insurance company formula, until such time as the Administrator returns to regular duty.

## **ARTICLE V**

### **SICK LEAVE**

A. Each Administrator is entitled to sick leave with full pay up to seventeen (17) working days in each year (15 working days for Administrators who became members of the MSAA bargaining unit after June 30, 2004). Unused sick leave shall be accumulated from year to year so long as the Administrator remains continuously in the service of the Board, up to but not in excess of two hundred and ten (210) working days unless increased by the State Statutes.

B. The Superintendent may grant up to thirty (30) extra days of sick leave to a newly hired Administrator, making a total of forty-five (45) days during the Administrator's first year of employment, but one-third of such extra days shall be deducted from the Administrator's available sick leave in each of the next three years of employment.

C. In the event of absence of an Administrator for illness or injury in excess of three (3) consecutive working days, the Superintendent or his/her designee may require a medical opinion regarding the Administrator's illness. Costs for securing any such medical opinion shall be borne by the Board.

D. For absence in excess of the allowable sick leave, an Administrator, upon application and at the discretion of the Superintendent or designee, may receive the difference between his/her pay and the amount paid his/her substitute.

E. Each Administrator shall be notified of his/her total accumulated sick leave, through payroll documentation.

## **ARTICLE VI**

### **LEAVES OF ABSENCE**

A. Upon approval of the Superintendent, each Administrator shall be entitled to the following leaves of absence without same being charged against sick leave and with full pay, unless otherwise noted.

1. Up to two (2) emergency days per year for activities over which the Administrator has no control and which require absence from assigned responsibilities. When approved leave requires travel in excess of 500 miles each way, an additional two (2) days for travel may be allowed.

2. One (1) Personal Day for which no approval is required per year can be used for necessary, private personal business that cannot be transacted outside of the regular work day. This day shall not be used either the day immediately preceding a school vacation, a day immediately following a school vacation, a day immediately preceding a school holiday, a day immediately following a school holiday. Five (5) days' notice of the intent to use a Personal Day must be given to the Superintendent or designee unless circumstances prevent it.

a. "Emergency leave" may be granted at the discretion of the Superintendent for matters of personal need. Such leave will not be granted with full pay. Deduction, depending upon the circumstances, may be either full or partial.

b. Prior approval must be received for all leaves (other than sick leave) except in those instances when the nature of the "emergency" makes it impossible to receive prior approval.

3. Up to a total of five (5) days on each occurrence, for death of an Administrator's spouse, child, parent, grandparent, brother, or sister of the Administrator or his or her spouse or members of his or her immediate family.

4. Up to a total of three (3) days for major religious holidays.

5. Upon approval of the Superintendent, each Administrator shall be entitled up to fifteen (15) days per year, with full pay, for sickness, injury, or quarantine in the immediate family or household, provided, however, any such leave shall be supported by a certificate of an attending physician and shall be charged against the Administrator's sick leave.

6. The Superintendent may grant leave at no loss of pay to Administrators for the following:

a. Attending education meetings which have direct value to the pupils.

b. School visitations which have been planned in advance.

c. Up to six (6) personal days per year for members to attend Union conferences, no more than three (3) of these to be requested while teachers and pupils are in session.

B. Upon recommendation of the Superintendent, the Board may grant a sabbatical leave for professional study. Such leave may be with or without pay or benefits, or with partial pay or benefits, as proposed by the Administrator and approved by the Board. The Board's decision on any such proposed leave shall take into consideration the merit of the proposal, the availability of funds, and the needs of the school system, and shall specify any terms and conditions of the leave granted. Any administrator granted such leave by the Board shall be required to give notice of his/her intent to return to employment as an administrator on or before March 1<sup>st</sup> of the school year prior to the administrator's return. Failure to grant such notice shall be considered a resignation of the administrator's employment with the Board.

C. Leave of absence for maternity purposes shall be governed by applicable federal and state legislation.

D. Leaves and rates of pay not covered by this Article may be granted and set at the sole discretion of the Superintendent.

## **ARTICLE VII**

### **INSURANCE**

The following health insurance and prescription coverage is available to members of the Unit, and dependents as may be required by law, according to their enrollment based upon the provisions set forth herein below:

A. Health Insurance/Prescription Program(s): Full time administrators shall be offered the health insurance plans described in summary form in Schedule B.

B. Premium Cost Share for HDHP Plan: Members of the bargaining unit enrolled in the HDHP Plan shall pay by payroll deduction twenty-one percent (21%) of the premium cost for such coverage for the period July 1, 2019 through June 30, 2021. Members of the bargaining unit enrolled in the HDHP Plan shall pay by payroll deduction twenty-two percent (22%) of the premium cost for such coverage for the period July 1, 2021 through June 30, 2023.

C. Family Security: For employees hired on or before June 30, 2016, continuation of all of the benefits as provided herein for a period of two (2) years after date of death of the employee at no cost to the employee's family.



D. Retirees: All Administrators under age sixty-five (65), and those over age sixty-five (65) who are not eligible for Medicare, shall be allowed to purchase the coverage offered to active administrators at no cost to the district, at group rates as designated by the carrier, in accordance with state law as it may be amended from time to time. Such coverage shall be subject to change in the same manner and at the same time as changes may be made for actively employed members of the Unit, so the Board is not required to maintain a separate health insurance plan for retirees only. An administrator, hired on or before June 30, 2019, who has completed at least ten (10) years of service in the MSAA bargaining unit, and who retires from teaching or administration in Connecticut public schools in accordance with the rules promulgated by the Connecticut Teachers' Retirement Board after either reaching age 60 or reaching age 55 and completing thirty five (35) years of service as a teacher or administrator in Connecticut, shall be eligible for a health insurance premium subsidy until reaching age 65, computed as follows:

1. The Board shall pay a percentage equal to two (2) times the number of completed years of service in the MSAA bargaining unit.
2. The Board's share must be deducted from the total member's premium cost, then the \$110 state subsidy should be applied to the member's portion.

E. Term Life Insurance: The Board shall provide each Administrator with coverage equal to the annual salary rounded to the next higher \$1,000. In addition, each Administrator shall be entitled to purchase through the Board, at his or her own expense, additional group life insurance coverage up to two (2) times the Administrator's salary.

F. Dental Care Benefits: The Board shall provide and pay for individual and family coverage for employees under a plan reasonably comparable to the Dental Program in effect immediately prior to the effective date of this agreement. Members of the bargaining unit enrolled in the dental plan shall pay by payroll deduction twelve percent (12%) of the premium cost for such coverage for the period July 1, 2019 through June 30, 2021. Members of the bargaining unit enrolled in the dental plan shall pay by payroll deduction thirteen percent (13%) of the premium cost for such coverage for the period July 1, 2021 through June 30, 2023.

G. The Board may substitute insurance carriers as it sees fit so long as the new carrier provides reasonably comparable coverage and administration. Disputes as to comparability shall be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator or as appointed in accordance with the rules of the American Arbitration Association. The Arbitrator selected shall be selected from a pool of arbitrators who are experienced in matters of insurance coverage. No changes regarding carriers shall occur until at least sixty (60) days

after the Board serves notice of intent to make such change, unless otherwise mutually agreed in writing.

H. The Board of Education shall provide, at no cost to the Administrator, a long term disability policy, the full premium cost of which shall not exceed one-half of one percent (.5%) of bargaining unit payroll.

I. If the Board reasonably determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Teacher Negotiations Act (TNA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: amend the plan(s) so as to reduce the cost of the plan(s) to under the excise tax thresholds, reduce the amount of any applicable excise tax, change employee contributions to the costs of health insurance coverage and/or allocate the responsibility for increased costs associated with the imposition of the excise tax, and consideration of insurance available through the State of Connecticut.

## **ARTICLE VIII**

### **SALARIES**

A. The Salary Schedule for Administrators, designated as Schedule A, is affixed hereto and made an integral part of this Agreement.

B. Credit will be granted for prior certificated administrative experience for person beginning their employment in the Middletown School system. However, placement on the salary schedule will be commensurate with the placement of Administrators having similar experience or prorated so that newly appointed Administrators and incumbent Administrators are treated in a fair and equitable manner.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

A. When a member of the Administrators unit, or group of Administrators, feels that as to him/her or them there has been (i) a violation, misinterpretation or misapplication of a specific provision of this Agreement, or (ii) a decision of the Superintendent or his/her designee which adversely affects his/her or their positions, salaries, or other conditions of employment, the concern

shall be reduced to writing promptly, but in any case not later than twenty (20) calendar days after the administrator knew or should have known of the event or condition giving rise to the grievance, and submitted to the Superintendent.

1. The written document shall set forth the facts of the matter, the relevant portions of this Agreement or Board policy (if any), the remedy requested, and a statement of the fact that the procedure under this Article is being invoked.

2. The Superintendent shall meet promptly with the individuals involved, and shall thereafter render a written decision on the matter, including the reasons for his/her decision.

B. If the Administrator or group of Administrators is not satisfied with the decision of the Superintendent, s/he or they shall promptly submit to the Superintendent a written request for a hearing before the Board.

1. An informal hearing before the Board shall be scheduled and held within a reasonable time, and the Board shall thereafter render a written decision on the matter, including the reasons for its decision.

2. The Board shall consider only information presented during the hearing, including written material and oral statements.

3. Such hearing shall be held in executive session to the extent permitted by law.

4. Grievances pertaining to a violation, misinterpretation or misapplication of a specific provision of this Agreement may be submitted to arbitration as set forth below.

5. The Board's decision shall be final in grievances pertaining to a decision of the Superintendent or his/her designee that adversely affects an administrator or his/her positions, salaries, or other conditions of employment.

C. If the grievance pertains to a violation, misinterpretation or misapplication of a specific provision of this Agreement, and is not satisfactorily resolved the Administrator or group of Administrators may, subject to the approval of the Association, submit the matter in writing to the American Arbitration Association within ten (10) days of receipt of the Board's decision. Selection of the Arbitrator shall be according to regulations of the American Arbitration Association. The decision of this arbitrator shall be final and binding on both parties. The cost of arbitration shall be shared equally by the Board and the Association.

D. Any Administrator who utilizes this procedure may be represented at either step by a person of his/her own choosing, except that such person may not act in the capacity of an officer of any other teacher or administrator organization

other than the Association, and provided such representation is approved by the Association.

## **ARTICLE X**

### **RENEGOTIATIONS**

A. The Board or the MSAA may request in writing of each other during the term of this Agreement, the opportunity to renegotiate any particular article or articles.

B. Any such request shall be submitted to either the Superintendent or the President of the MSAA and shall contain therein the reasons for requesting renegotiation.

C. Either party may accept or reject the request for renegotiation. A rejection of renegotiation shall be in writing.

D. Nothing in this Article shall prevent the MSAA and the Board from meeting informally to discuss and/or resolve such concerns as may arise during the term of this collective bargaining agreement. Such informal meetings shall not be considered negotiations. When such informal discussions result in an amendment to this Agreement, such amendment shall be reduced to writing and signed by both parties.

## **ARTICLE XI**

### **ACADEMIC FREEDOM**

Administrators will be entitled to the full rights of citizenship and no activities of any Administrator exercised pursuant to these rights, provided the exercise is not conducted during working hours, will be subject to disciplinary action or discriminatory judgments with respect to the professional employment of an Administrator.

## **ARTICLE XII**

### **WORK YEAR**

A. Except as noted herein, work schedule for 12 month administrators shall consist of 220 working days, and shall include the days that school is in session for students as well as the days for certified staff. The Director of Pupil

Services & Special Education shall have a work year of 224 days. The Director of Technology shall have a work year of 229 days. The Director of Arts and Operations shall have a work year of 234 days. On or before May 1<sup>st</sup> each year, each 12 month administrator shall submit to the Superintendent a proposed schedule for the upcoming fiscal year, detailing the additional dates on which the administrator proposes to work in order to fulfil the 220 day commitment (224 days, 234 days or 229 days for the noted Director positions). The work schedule may be modified with two (2) weeks notice, with approval of the Superintendent.

B. Except as noted herein, the work schedule for 10 month administrators shall consist of 195 working days, and shall include the days that school is in session for students as well as the days for certified staff. The work schedule for the Dean of Students shall consist of 189 working days, and shall include the days that school is in session for students as well as the days for certified staff. On or before May 1<sup>st</sup> each year, each 10 month administrator shall submit to the Superintendent a proposed schedule for the upcoming student summer recess, detailing the additional dates on which the administrator proposes to work during the summer in order to fulfil the 195 or 189 day commitment.

C. All vacation schedules shall be approved in advance by the Superintendent or designee.

D. The Board shall designate thirteen (13) paid holidays for twelve month administrators, and twelve (12) paid holidays for ten month administrators. If an administrator is required to work on a day designated as a paid holiday, the administrator shall be offered a floating holiday in lieu of the paid vacation day, on a day approved by the Superintendent or designee.

### **ARTICLE XIII**

#### **REDUCTION IN FORCE**

##### **A. Elimination of Professional Staff Positions**

The Board has the exclusive prerogative to eliminate professional staff positions, consistent with the provisions of applicable Connecticut General Statutes.

##### **B. Definitions**

1. As used herein, the term "days" shall mean calendar days
2. As used herein, the term "administrator" shall apply to any employee of the Board who holds a regular 092 certificate issued by the Connecticut State Board of Education and is employed in an administrative position.

3. As used herein, the term “senior” shall refer to the number of years of service in the Middletown School System as a certified administrator.

C. Procedure

1. Prior to terminating an administrator's contract, due to elimination of position, the Board will give due consideration to its ability to effect position elimination and/or reduction in staff by:
  - a. voluntary retirements;
  - b. voluntary resignations;
  - c. transfer of existing staff members;
  - d. voluntary leaves of absence.
2. In the event that it becomes necessary to terminate an administrator's contract due to the elimination of a professional staff position, the following procedure shall be utilized in selecting the administrator to be terminated:
  - a. Non-tenured administrators shall be terminated on a system-wide basis before tenured administrators within the range of certification and qualification in which the elimination takes place.
  - b. In making decisions regarding contract termination of non-tenured administrators, major emphasis shall be placed on the following factors:
    - areas of certification;
    - qualifications and ability, as determined by an objective evaluation of the administrators performance; and
    - administrator experience in other positions.
  - c. Among tenured administrators, a more senior tenured administrator whose position is eliminated shall have the opportunity to displace the least senior administrator in the same or a lower category, provided that the more senior administrator is both certified and more qualified to perform the position held by the least senior administrator.

- d. In determining qualifications, major emphasis shall be placed by the Superintendent on the following factors (factors to be applied in the manner to be determined to be in the best interests of the district): 1) previous administrative experience in the position in question, 2) other areas of certification, 3) qualifications and ability (as determined by an objective evaluation of the administrator's performance), and 4) administrator experience in other positions.
  - e. Under no circumstances shall an administrator be entitled to bump into a higher category.
3. Any administrator whose position is eliminated and who is unable to obtain another administrator position within the district shall be entitled to seek a position in the teachers' bargaining unit pursuant to the layoff and recall language in the collective bargaining agreement between the teachers' representative and the Board.

## **ARTICLE XIV**

### **MISCELLANEOUS**

A. Whenever any individual reviews any portion of the personnel file of a member of the Administrators unit, a notation containing the individual's name and the date of the review shall be placed in such personnel file. This requirement shall not apply to members of the central office staff, or consultants such as auditors who may be required to have access to such files in the course of their duties.

B. If any portion of this Agreement is ruled invalid for any reason, the remainder of this Agreement shall remain in full force and effect.

C. In lieu of mileage reimbursement, as part of an IRS non accountable plan, each administrator shall receive the following travel allowance annually, pro-rata for partial years of service and paid biannually (July and January):

Category	Annual amount each
High School Principal	\$1,250
Elementary and Middle School Principals, Director of Adult Education	\$1,000
Assistant Principals and Dean	\$750
Curriculum Supervisors	\$1,000

Director of Athletics	\$3,600
Director of Pupil Services and Special Education	\$3,000
Supervisors of Pupil Personnel	\$3,000
Director of Arts and Operations	\$3,000
Director of Instructional Technology and Professional Development	\$3,000
Director of Technology	\$3,000

## ARTICLE XV

### DURATION

Unless reopened pursuant to its terms, the provisions of this Agreement shall be effective as of July 1, 2019 and shall continue and remain in full force and effect through June 30, 2023.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed this 9 day of January, 2018.

MIDDLETOWN SCHOOL  
ADMINISTRATORS ASSOCIATION

MIDDLETOWN BOARD OF EDUCATION

By Colleen Weiner  
Colleen Weiner  
Its President

By Christopher Drake  
Christopher Drake  
Its Chairperson

By James Gaudreau  
Vice James Gaudreau  
Its President

Michelle S. DiMauro  
Witness



**SCHEDULE A**  
**MSAA SALARY SCHEDULE**

**2019-20**

	Work Year	Grade	1	2	3	4
High School Principal	220	1	152,83 6	156,18 1	159,52 6	164,24 0
Director of Pupil Services & Special Education	224	2	145,03 2	148,11 7	151,20 1	155,59 1
Director of Arts & Operations	234	3	143,22 7	146,05 2	148,87 6	152,94 2
Middle School Principal	220	4	139,22 7	142,05 2	144,87 6	148,94 2
Director of Technology Services	229	5	136,19 8	138,44 6	140,66 2	144,07 2
Elementary Principal, Director of Adult Education, Keigwin Principal	220	6	134,69 8	136,94 6	139,16 2	142,57 2
Director of Instructional Technology & Professional Development	220	7	134,19 8	136,44 6	138,66 2	142,07 2
Supervisor of Pupil Services & Special Education	220	8	134,09 8	136,34 6	138,56 2	141,97 2
High School Assistant Principal, Director of Athletics, Middle School Assistant Principal	220	9	129,55 6	130,49 6	133,32 3	136,35 8
Curriculum Supervisor	220	10	127,15 6	128,09 6	130,92 3	133,95 8
Assistant Principal Keigwin School	195	11	116,53 0	118,27 8	120,05 4	122,76 3
Dean of Students	189	12	105,96 6	107,52 2	109,09 8	111,50 3

**2020-21**

	Work Year	Grade	1	2	3	4
High School Principal	220	1	155,83 3	159,24 5	162,65 7	167,46 5
Director of Pupil Services & Special Education	224	2	147,89 3	151,03 9	154,18 5	158,66 3
Director of Arts & Operations	234	3	145,95 2	148,83 3	151,71 4	155,86 1
Middle School Principal	220	4	141,95 2	144,83 3	147,71 4	151,86 1
Director of Technology Services	229	5	138,83 2	141,12 5	143,38 5	146,86 3
Elementary Principal, Director of Adult Education, Keigwin Principal	220	6	137,33 2	139,62 5	141,88 5	145,36 3
Director of Instructional Technology & Professional Development	220	7	136,83 2	139,12 5	141,38 5	144,86 3
Supervisor of Pupil Services & Special	220	8	136,73	139,02	141,28	144,76

Education			2	5	5	3
High School Assistant Principal, Director of Athletics, Middle School Assistant Principal	220	9	132,09 9	133,05 8	135,94 1	139,03 7
Curriculum Supervisor	220	10	129,69 9	130,65 8	133,54 1	136,63 7
Assistant Principal Keigwin School	195	11	118,86 1	120,64 4	122,45 5	125,21 8
Dean of Students	189	12	108,03 7	109,62 4	111,23 2	113,68 5

### 2021-2022

	Work Year	Grade	1	2	3	4
High School Principal	220	1	158,89 0	162,37 0	165,85 0	170,75 4
Director of Pupil Services & Special Education	224	2	150,81 1	154,02 0	157,22 9	161,79 6
Director of Arts & Operations	234	3	148,73 1	151,67 0	154,60 8	158,83 8
Middle School Principal	220	4	144,73 1	147,67 0	150,60 8	154,83 8
Director of Technology Services	229	5	141,51 9	143,85 8	146,16 3	149,71 0
Elementary Principal, Director of Adult Education, Keigwin Principal	220	6	140,01 9	142,35 8	144,66 3	148,21 0
Director of Instructional Technology & Professional Development	220	7	139,51 9	141,85 8	144,16 3	147,71 0
Supervisor of Pupil Services & Special Education	220	8	139,41 9	141,75 8	144,06 3	147,61 0
High School Assistant Principal, Director of Athletics, Middle School Assistant Principal	220	9	134,69 3	135,67 1	138,61 2	141,77 0
Curriculum Supervisor	220	10	132,29 3	133,27 1	136,21 2	139,37 0
Assistant Principal Keigwin School	195	11	121,23 8	123,05 7	124,90 4	127,72 2
Dean of Students	189	12	110,15 0	111,76 8	113,40 9	115,91 1

### 2022-23

	Work Year	Grade	1	2	3	4
High School Principal	220	1	161,61 8	165,15 9	168,70 0	173,69 0
Director of Pupil Services & Special Education	224	2	153,41 5	156,68 0	159,94 6	164,59 2
Director of Arts & Operations	234	3	151,21 1	154,20 2	157,19 1	161,49 5
Middle School Principal	220	4	147,21 1	150,20 2	153,19 1	157,49 5
Director of Technology Services	229	5	143,91 7	146,29 7	148,64 2	152,25 1
Elementary Principal, Director of Adult Education, Keigwin Principal	220	6	142,41 7	144,79 7	147,14 2	150,75 1
Director of Instructional Technology & Professional Development	220	7	141,91 7	144,29 7	146,64 2	150,25 1
Supervisor of Pupil Services & Special Education	220	8	141,81 7	144,19 7	146,54 2	150,15 1
High School Assistant Principal, Director of	220	9	137,00	138,00	140,99	144,20

Athletics, Middle School Assistant Principal			8	3	6	9
Curriculum Supervisor	220	10	134,60 8	135,60 3	138,59 6	141,80 9
Assistant Principal Keigwin School	195	11	123,36 0	125,21 0	127,09 0	129,95 7
Dean of Students	189	12	112,03 6	113,68 2	115,35 2	117,89 7

The Superintendent of Schools may authorize additional days for any administrator, at the administrator's per diem rate.

Doctoral  
Stipend

An administrator who has attained a doctoral degree shall receive an annual stipend in the amount of \$2,000.00

**SCHEDULE B**  
**HIGH DEDUCTIBLE HEALTH CARE PLAN:**

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)

BENEFIT	
COST SHARES	
	In-Network services and Out-of-Network services subject to deductible and coinsurance.
	No Referrals Required
	Deductible: \$2,500 Individual, \$5,000 Two or More
	Out-of-pocket Maximum \$5,000 Individual, \$10,000 Two or More
	In Network Coinsurance 100%
	Lifetime Maximum In-Network - Unlimited
	Out-of-Network Benefits
	Coinsurance 80% / 20%
	Lifetime Maximum Out-of-Network - Unlimited
	Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	
Pediatric	Annual Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT/Chiro	50 visits per calendar year combined
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible

<b>INPATIENT HOSPITAL</b>	<b>Note: All hospital admissions require pre-cert</b>
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	100% after deductible
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
<b>OUTPATIENT HOSPITAL</b>	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
<b>OTHER SERVICES</b>	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / \$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max.

The Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the payroll dates of the contract year. The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

## SIDE LETTER

### PARTNERSHIP PLAN 2.0

1. Notwithstanding the provisions of Article VII (Insurance) and its related appendices, the only medical, RX and dental insurance plan offered by the Board shall be the Partnership Plan 2.0, as described in this SIDE LETTER.
2. Premium cost-sharing percentages for medical, RX and dental insurance under the Partnership Plan 2.0 shall follow the negotiated percentages for the HDHP Plan for each fiscal year for the term of the Agreement, (21% in 2019-2020 and 2020-2021, increasing to 22% in 2021-2022 and thereafter).
3. Premium rates shall be inclusive of medical, RX, dental and all administrative fees incurred by the Board, and shall be established by the State of Connecticut for the relevant July 1 through June 30 period.
4. The premium rates will be established by the State of Connecticut for single, employee + 1 and family, and for actives, pre-65 actives, Medicare retirees and post-65 non Medicare eligible retirees, and blended to provide a uniform rate across categories for actives and retirees. This may result in active administrators paying a higher premium than the active rates posted on the State of Connecticut website and retirees paying less than the retiree rate listed.
5. The Partnership 2.0 Plan design and co-payments shall be specified by the State of Connecticut. The MEDICAL PLAN SUMMARY is published by the State and described by the State and attached hereto as Exhibit A. The DENTAL PLAN SUMMARY is attached hereto as Exhibit B. The Board and the Association recognize that State of Connecticut may unilaterally change the plan design and co-payments of these plans. The Partnership Plan 2.0 vision rider will not be offered.
6. The parties acknowledge that the Board has a management right to leave the Partnership Plan 2.0 at any time for a new plan or carrier, so long as it provides reasonably comparable coverage and administration to those described in the collective bargaining agreement between the parties. The parties agree that the Board shall use the plan offerings (including dental) in the current Agreement (described above) as the baseline for determining whether the standard for "reasonably comparable" coverage is met. In the event that the Board decides to leave the Partnership Plan 2.0, in addition to providing the Association with information about the "reasonably comparable" coverage that the Board will be implementing pursuant to the Agreement in lieu of the Partnership Plan 2.0, the Board agrees to provide the Association with cost information related to Board's decision to exit the Partnership Plan 2.0.



7. The parties acknowledge that the Partnership Plan 2.0 contains a wellness component referred to by the State as the Health Enhancement Program ("HEP"). All employees and their dependents participating in the Partnership Plan 2.0 will be required to participate in HEP and subject to its terms and conditions.

8. All employees will be required to complete any documentation required to enroll in the Partnership Plan 2.0 and HEP.

9. In the event that the Partnership Plan 2.0 administrators impose a HEP non-participation penalty on the basis of an employee's non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee's insurance, any such penalty shall be fully paid by the non-compliant employee, by payroll deduction.

10. In the event that the State of Connecticut does not accept or continue the Board's participation in the Partnership Plan 2.0, then the terms of current Agreement (as set forth above) shall control and the Board shall provide the employees with insurance benefits as set forth herein.

11. The terms of this SIDE LETTER are recognized as a joint agreement by the Board and the Association, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the SIDE LETTER.

12. The validity, effect and operation of this SIDE LETTER shall be determined by the laws of the State of Connecticut.

13. The Board and the Association affirmatively state that they have a full understanding of the contents of the SIDE LETTER and the effects thereof; and that they have executed the same voluntarily and of their own free will, without any coercion.

14. The signatures below indicate that this SIDE LETTER has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this SIDE LETTER.

MIDDLETOWN SCHOOL  
ADMINISTRATORS ASSOCIATION

By   
Colleen Weiner  
Its President

By   
James Gaudreau  
Its President  
Vice

MIDDLETOWN BOARD OF EDUCATION

By   
Christopher Drake  
Its Chairperson