

AGREEMENT
BETWEEN
MILFORD BOARD OF EDUCATION
AND THE
MILFORD ASSOCIATION OF SCHOOL ADMINISTRATORS

JULY 1, 2016 THROUGH JUNE 30, 2019

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MEMORANDUM OF AGREEMENT35

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE CITY OF MILFORD

AND

THE MILFORD ASSOCIATION OF SCHOOL ADMINISTRATORS

PART I- PROCEDURAL

The provisions of this Agreement shall be effective as of July 1, 2016 and shall continue and remain in full force and effect to and including June 30, 2019.

PREAMBLE

The Board of Education of the City of Milford and the Association recognize that the development of educational programs of the highest quality for the benefit of the students and the community can best be obtained when the Board and the Association operate within a framework utilizing their mutual ability, experience, creativity and judgment which are necessary and essential for the advancement of our education system.

RECOGNITION

For the purpose of collective bargaining negotiations with respect to wages, hours, conditions of employment and any questions arising thereunder, the Board of Education recognizes the Milford Association of School Administrators, hereinafter known as the MASA, as the exclusive bargaining agent and representative of all Principals and Assistant Principals, Supervisors, Coordinators and all other certified professional employees employed by the Board in positions requiring an intermediate administrator or supervisor's certificate, or the equivalent thereof, and whose administrative and supervisory duties equal at least fifty percent (50%) of the assigned time of such employee but excluding therefrom the superintendent of schools, assistant superintendents of schools and certified professional employees who act for the Board of Education in negotiations with certified professional personnel or who are directly responsible to the Board of Education for personnel relations or budget preparation. The Association recognizes the Board as the legally constituted instrument of local school government and the Superintendent of Schools as the Chief Executive Officer of the Board.

DEFINITIONS

I. In the construction of the individual articles of Agreement, words and phrases shall be construed according to the commonly approved usage of the language; and technical words and phrases such as have acquired a peculiar and appropriate meaning in education, shall be construed and understood accordingly.

II. As used in the Agreement, the following terms shall have the respective meaning as set forth below:

- A. "Board" - the Board of Education of the City of Milford.
- B. "Association" or "MASA" - The Milford Association of School Administrators.
- C. "Superintendent" - The Superintendent of Schools for Milford in Recognition Article of this contract.
- D. "Members of the Unit" - All professional personnel covered in Recognition Article of this contract.
- E. "Administrator's Annual Salary Agreement" - the yearly agreement issued each member denoting his/her step on the negotiated salary schedule and the method of payment thereof.
- F. "Positions requiring an intermediate administrator or supervisor's certificate, or the equivalent thereof" except for the superintendent of schools, the associate superintendent of schools, assistant superintendent of schools, administrative assistants to the superintendent of schools, and certified professional employees who act for the Board of Education in negotiations with certified professional personnel or who are directly responsible to the Board of Education for personnel relations or budget preparation, - are those administrative and supervisory positions as set forth in section 10-145a-92 of the Connecticut State Department of Education Regulations.

ARTICLE I PROFESSIONAL NEGOTIATIONS

I. Professional negotiations shall be conducted between the parties in accordance with Connecticut General Statutes.

II. Ground rules for further negotiations shall be established in initial meetings between the Board and the Association. These rules shall be by mutual consent and shall be binding unless changed and/or amended by mutual consent.

III. If the parties are required by law to negotiate any issue during the life of this agreement and have reached impasse in such negotiations, any unresolved issue shall be submitted to the binding arbitration provision of the grievance procedure by either party within five (5) days after written declaration of impasse is presented to either party by the other.

ARTICLE II CONSULTATION PROCEDURE

I. It is recognized by the Board and the Association that all situations and developments may not be anticipated at the time of the execution of this Agreement. To maintain rapport between the Board and the Association, periodic informal meetings will be held between the parties as requested by either the Board or the Association.

II. Any Agreement approved by both the Board and the Association shall be reduced to writing, signed by the parties and shall become an addendum to the existing agreement.

ARTICLE III **GRIEVANCE AND ARBITRATION PROCEDURE**

I. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of administrators.

II. Definitions

A. A grievance shall mean a complaint by an administrator that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of established policy or practice.

B. Administrator shall mean any certified professional employee member of this bargaining unit and may include a group of administrators similarly affected by a grievance, or the Association.

C. When "days" are referred to in the time limits hereof, such shall mean school days during the school year. Grievances arising during vacation periods shall count days as those when the Superintendent's office is open.

III. Procedure--(Step I - Superintendent Review)

Any administrator who has a complaint or concern not properly resolved by his/her immediate superior may appeal in writing to the Superintendent of Schools, at which time the administrator may be represented by the Milford Association of School Administrators. If an administrator does not file a written grievance with the appropriate representative of the Association, or forward a written grievance to his/her immediate supervisor within twenty (20) days after the administrator knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

IV. Formal Procedures—(Step II - Board Hearing)

When the complaint or concern is not resolved by the Superintendent of Schools to the satisfaction of the administrator, the administrator may appeal to the Board of Education, submitting the appeal in writing within five (5) days from receipt of the superintendent's written decision. A hearing shall be held before the Board or a subcommittee thereof at the next Board regular business meeting, which is no sooner than two (2) weeks from receipt thereof. The administrator may be represented by the Milford Association of School Administrators at this

hearing. The Board of Education shall decide on the appeal and reply in writing within thirty (30) working days after the hearing.

V. Procedure--(Step III - Request Arbitration)

In the event that the aggrieved administrator is not satisfied with the disposition of his/her grievance by the Board, or in the event no decision has been rendered within thirty (30) days after s/he first met with the Board committee, he/she may, within five (5) days after a decision by the Board or thirty-five (35) days after he/she first met with the Board committee, whichever is sooner, present a request in writing to the appropriate representative of the Association and the Board to submit his/her grievance to arbitration.

VI. Procedure-(Step IV-Arbitration and Authority of Arbitrator)

A. If the Association determines within ten (10) days after receiving such request that the grievance is meritorious it must notify the Board in writing, and then within five (5) days after such written request of arbitration, representatives of the Board and Association shall agree upon and select an arbitrator or arbitrators. If the parties cannot agree upon an arbitrator or arbitrators at this meeting, the grievance shall be submitted to the American Arbitration Association by the Association.

B. The arbitrator so selected shall confer with the representatives of the Board, the aggrieved administrator and the appropriate representative of the Association, and hold hearings promptly and, unless extended by mutual agreement, shall issue the decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her.

C. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and under this Agreement, and the decision of the arbitrator shall be final and binding.

D. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

VII. Procedure (Representation)

The aggrieved administrator may be represented at Steps I, II or III of the grievance procedure by a person of her/his own choosing, except that he may not be represented by a representative of, or by an officer of any administrators' organization other than by MASA or its parent organization(s). If the aggrieved is not represented by MASA at Steps I, II or III, MASA shall have the right to be present and to state its views at all stages of the grievance procedure.

The aggrieved may only be represented at Step IV (Impartial Arbitration) by MASA or its parent organization(s).

VIII. Procedure (documentation)

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

PART II - MEMBERS BENEFITS

**ARTICLE IV
SALARY SCHEDULE**

I. Effective July 1, 2016 each step of the salary schedule shall be increased by 2.3% over each step of the 2015-2016 salary schedule. Each administrator not on the maximum step of the previous year shall advance one (1) step on the new schedule .

II. Effective July 1, 2017 each step of the salary schedule shall be increased by 2.3% over each step of the 2016-2017 salary schedule. Each administrator not on the maximum step of the previous year shall advance one (1) step on the new schedule.

III. Effective July 1, 2018 each step of the salary schedule shall be increased by 2.45% over each step of the 2017-2018 salary schedule. Each administrator not on the maximum step of the previous year shall advance one (1) step on the new schedule.

Increment for a conferred doctorate in an approved course of study will be three-thousand dollars (\$3,000.000).

**ARTICLE V
PLACEMENT ON THE SALARY SCHEDULE**

I. Any member who is promoted will not take a decrease in pay if the new position begins at a lower pay.

II. Any administrator in the Milford school system who is called into service shall receive up to a maximum of two (2) year's credit for this military service - for 1/2 year of service, s/he will receive one (1) year's credit - for 1-1/2 year's of service, s/he will receive two (2) year's credit.

III. Any administrator who works in a higher classification than his/her regular classification for more than seven (7) consecutive school days shall receive, retroactive to the first day of any such work, the pay of the higher classification in which s/he is working.

ARTICLE VI
ISSUANCE OF SALARY NOTICES

Salary notices shall be issued not later than thirty (30) days after the final approval of the Board of Education's budget by the Board of Aldermen, provided, however, that in the event no contract has been ratified by the Board and the Association, said notices of salary shall be withheld until such time as an agreement becomes effective.

ARTICLE VII
PROTECTION OF ADMINISTRATORS

I. Members shall report immediately in writing to the central office all cases of assault suffered by them in connection with their employment. Such report shall be forwarded through the Superintendent to the Board of Education.

II. The Board agrees to provide legal counsel to defend any member in any action arising out of an assault on a member or out of any disciplinary action taken against a student by a member, and in any action arising out of any claim, demand; suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing 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.

III. Whenever a member is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, s/he shall be paid his/her full salary for the period of such absence, without having such absence charged to his/her annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workmen's Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the member examined by a physician designated by the Board for the purpose of establishing the length of time during which the member is temporarily disabled from performing his/her duties.

IV. The Board assumes responsibility for any assault to the member or his/her person while acting in the discharge of his/her duties or within the scope of his/her employment or under the direction of the Board or its designee. When member absence arises out of or from such assault or injury, the member shall not forfeit any sick leave or personal leave.

ARTICLE VIII
INSURANCE BENEFITS

I. The Board shall provide for each actively employed Administrator:

A. Medical Insurance

1. Health Insurance Benefits under a preferred provider organization plan (PPO) for self and eligible dependents subject to the following co-payments and deductibles:

- \$25 office visit (\$35 for specialists)
- \$150 emergency room
- \$50 urgent care
- \$25 walk-in center
- \$300 in-patient hospital
- \$100 out-patient hospital
- high cost diagnostics \$75 (MRI, CAT Scan, etc.); \$375 maximum per annum
- out-of-network: deductible - \$500/\$1,000/\$1,000; out-of-pocket maximum - \$1,000/\$1,750/\$1,750

2. Prescription drug benefits (commercial plan): \$5 for generic, \$25 for brand name formulary, and \$40 for brand name nonformulary deductibles on all prescriptions (unlimited), 30 day supply for retail and mail order for three months supply with two times retail co-pay for self and eligible dependents; and,

3. Blue Cross Full Service Dental Plan including Riders A, B, C and D, which shall include the unmarried dependent child (age 19-24) rider.

4. Employees shall contribute towards the cost of the PPO insurance as follows:

- (a) Effective July 1, 2016 - 18.5%
- (b) Effective July 1, 2017 - 19.5%
- (c) Effective July 1, 2018 - 20.5%

5. In addition to the PPO, the Board shall also offer as an alternative, coverage under a high deductible health plan with a health savings account feature, with deductibles of \$2,000 individual/\$4,000 family funded 50% by the Board. For the first year that the employee participates in the HDHP/HSA plan, the Board shall deposit its entire portion of the deductibles on July 1. For each subsequent year, the Board's obligation shall be paid in two equal payments, the first funded on July 1 and the second funded January 1. In-network preventative care will be covered at one hundred percent (100%) and is not subject to the deductible. In-network benefits are covered at one hundred percent (100%) after the plan deductible is met, except for the prescription co-payments set forth below. There will be no coinsurance in-network and 80%/20% co-insurance out-of-network to a maximum out-of-pocket of \$4,000 individual/\$8,000 family with

100% covered thereafter except for prescription co-pays as follows. After the deductible is met, prescription co-pays will apply until an additional out-of-pocket maximum is met: \$5 generic, \$25 brand-formulary, \$40 brand-non formulary; unlimited annual benefit; mail order, two (2x) times retail co-pay for 90-day supply. For the HDHP plan, effective July 1, 2016, the administrator shall pay twelve percent (12%) of the cost of said insurances; effective July 1, 2017, employees shall contribute thirteen percent (13%) and effective July 1, 2018, employees shall contribute fourteen percent (14%) of the cost of insurance. Participation in the HDHP shall be the only option for new hires on or after July 1, 2016.

6. The Board reserves the right to change the current medical insurance plan and/or administrator provided that the substitute coverage and service is equivalent to or better than that which currently exists.

7. In the event any of the above health plans trigger excise or similar tax including under the Affordable Care Act ("Cadillac Tax") the parties agree to a reopener beginning July 1, 2017 regarding the same.

B. Life Insurance and Accidental Death and Dismemberment Benefits in the amount of two times the annual salary of each administrator to the nearest \$1,000.

C. An IRS 125 Flexible Benefits Plan will be available to administrators at their option.

D. The long term disability insurance available through the board will be available to administrators at their option and expense.

II. For each retired Administrator, up to age 65, who receives a retirement allowance from the State Teacher's Retirement Board, the Milford Board of Education will provide: (see Appendix B)

A. Medical Insurance – medical insurance for the administrator and his or her enrolled dependents the same as the coverage provided to an active employees, subject to the insurance co-payment in effect at the time of retirement payable by the administrator, until such time as the administrator reaches age sixty-five (65). The state subsidy paid to the Board will be applied to this insurance co-payment for single or married coverage respectively, as appropriate.

1. Provided the administrator requests a continuation of benefits in Paragraph A above by the Board, in writing no less than sixty (60) days prior to the effective date of retirement; and

2. is eligible to continue to participate in such benefits under all applicable program regulations; and

3. the administrator was hired as an administrator on or before June 30, 2010.
- B. Life Insurance equal to the annual salary at the time of retirement,
1. provided the administrator requests a continuation of benefits in Paragraph B above by the Board, in writing no less than sixty (60) days prior to the effective date of retirement; and
 2. is eligible to continue to participate in such benefits under all applicable program regulations; and
 3. the administrator was hired as an administrator on or before June 30, 2010.
- III. For each retired administrator, upon reaching age 65, (see Appendix B)
- A. The Board will pay the following medical insurance and life insurance for any retired administrator beginning at age 65 and his/her eligible dependents (life insurance continuation is not applicable to eligible dependents) or to administrators hired as administrators on or after July 1, 2010, provided the administrator requests in writing that such benefits be paid by the Board:
1. Part A of Medicare
 2. Part B of Medicare (this is paid by the retiree and he/she is reimbursed monthly, quarterly, or annually based on the individual billing cycle established by Medicare at the time of application.)
 3. Medicare Supplement coverage provided by Stirling & Stirling through the Teacher Retirement Board.
 4. Century Preferred (only for those who do not qualify for Medicare Part A)
- B. A retired administrator is required to apply for Medicare Part B benefits with the Social Security Administration within the three (3) months prior to his/her sixty-fifth (65th) birthday.
- C. If a retired administrator does not fulfill this responsibility, any additional premiums incurred will be the responsibility of the administrator.
- D. A retired administrator and his/her eligible dependents (if the administrator was hired as an administrator on or before June 30, 2010) who are eligible for Medicare Part A, either through his/her own eligibility or through his/her spouse's eligibility, will be required to apply for said coverage.
- E. Retired administrators age sixty-five (65) and over who are not eligible for Medicare may continue the insurance benefits set forth above but the obligation of the Board is limited to paying an amount equal to the varying cost of those benefits set forth

above; the administrator electing to continue the coverage shall pay the difference in such cost.

F. Upon the death of a retired administrator, who was hired as an administrator on or before June 30, 2010, his enrolled dependents may continue to receive the above described medical insurance coverage at the premium rate charged to the Board provided that said enrolled dependent:

1. requests a continuation of benefits by the Board, in writing; and
2. is eligible to continue to participate in such benefits under all applicable program regulations; and
3. remits to the Board, not later than ten (10) days from the due date, thereof, payment of all premiums due for such continued participation; and
4. in case of the spouse, has not remarried.

G. The Board reserves the right to change the current medical insurance plan and/or administrator provided that the substitute coverage and service is equal to or better than that which currently exists.

ARTICLE IX **LONGEVITY**

I. After twenty (20) years of employment as an administrator or teacher, fifteen (15) of which must be cumulative service in the Milford system, an administrator shall receive an increment of \$600.00.

II. After twenty-five (25) years of employment as an administrator or teacher, fifteen (15) of which must be cumulative service in the Milford system, an administrator shall receive an increment of \$500.00, or a total longevity payment of \$1,100.00.

ARTICLE X **SEVERANCE PAY**

I. Upon the retirement of an administrator wherein the administrator receives a retirement allowance from the State Teacher's Retirement Board or upon the administrator's death, such administrator or his/her survivors and/or estate, whichever is applicable, shall be paid up to a maximum of his or her total accumulated sick leave of 50% of the accumulated sick leave then remaining pursuant to Article XVI.

II. The daily rate of pay for purposes of determining severance pay in this article shall be computed by dividing the administrator's most recent salary by two hundred (200) days.

III. For administrators who notify the Human Resources Department of their intention to retire at least 120 days prior to their retirement date, the following applies:

A. Administrators who retire and whose severance equals or exceeds \$50,000, will receive their severance payment in three (3) equal installments with the first paid by June

30 of the year in which they retire and the second and third payments in the month of January of the two immediately following years.

B. Administrators who retire and whose severance equals or exceeds \$30,000 will receive their severance payment in two (2) equal installments with the first paid by June 30 of the retirement year and the second in January of the following year.

C. Those administrators who receive severance less than \$30,000 shall receive their severance payment in one (1) installment by June 30 of the year they retire.

D. For Administrators who do not provide at least 120 calendar days notice to the Human Resources Department of their intention to retire, severance payments will be made within 120 days of their notification date.

IV. (A.) For those employees hired prior to September 1, 1992:

For the sole purpose of determining the amount of severance pay to be paid to a retired administrator or his/her estate or survivors pursuant to the provisions of this Article, the maximum number of sick leave days that can be accumulated by an administrator shall be the number of accumulated sick leave days the employee had as of September 1, 1991 or 350 days, whichever is greater. (For example, if an employee has more than 350 sick leave days accumulated as of September 1, 1991, his/her accumulated sick leave shall be frozen for severance pay purposes at that amount. If an employee has less than 350 days of accumulated sick leave as of September 1, 1991, she/he can continue to accumulate sick leave days up to a maximum of 350 days for severance pay purposes.)

(B.) For those employees hired on or after September 1, 1992 and before September 1, 1994:

For the sole purpose of determining the amount of severance pay to be paid to a retired administrator or his/her estate or survivors pursuant to the provisions of Article X, above, the maximum number of sick leave days that can be accumulated by an administrator is 240 days.

(C.) For those employees hired on or after September 1, 1994 and before September 1, 1998:

For the sole purpose of determining the amount of severance pay to be paid to a retired administrator or his/her estate or survivors pursuant to the provisions of Article X, above, the maximum number of sick leave days that can be accumulated by an administrator is 180 days.

(D.) For those employees hired on or after September 1, 1998:

For the sole purpose of determining the amount of severance pay to be paid to a retired administrator or his/her estate or survivors pursuant to the provisions of Article X above, the maximum number of sick leave days that can be accumulated by an administrator is 180 days, which days shall be valued for purposes of calculating the severance payment, at the highest teacher per diem rate then in effect.

(E.) Effective September 1, 1998, for employees who have not yet reached their maximum limit, or having once reached it, have dropped below such limit, for purposes of reaching or returning to such maximum limit, accumulated sick days attained after September 1, 1998 shall be valued based on the administrator's salary (or the highest teacher per diem rate for those hired on or after September 1, 1998) in the year accrued. Subject to subsections (A.) through (D.) above, said amount shall be added to the dollar amount of severance on August 31, 1998.

(F.) Effective September 1, 1998, accumulated days shall be deemed used on a "last in - first out" basis.

(G.) Notwithstanding the foregoing in subsections (A) through (E) above to the contrary, the amount of severance pay to be paid to a retired administrator or his/her estate or survivors, pursuant to the provisions of Article X, shall not exceed \$50,000 in the case of an administrator hired as an administrator between August 31, 1998 and July 1, 2001 and shall not exceed \$30,000 in the case of an administrator hired as an administrator on or after July 1, 2001, in any event, provided, however, administrators hired prior to August 31, 1998, who were entitled to a severance pay greater than \$50,000 as of August 31, 1998 shall be entitled to severance equal to the greater of (i) \$50,000 and (ii) the amount they were entitled to as of August 31, 1998.

V. For the sole purpose of determining the amount of severance pay to be paid to a retired administrator or his/her estate or survivors pursuant to the provisions of Article X, above, the maximum number of sick leave days that can be accumulated by an administrator is 200 days.

ARTICLE XI

TUITION REIMBURSEMENT

Administrators shall be reimbursed by the Board, upon the completion of the course requirements and with a grade of B or better, for 50% of tuition costs, exclusive of all other fees, up to a maximum of four courses per calendar year (or more if approved in advance by the Superintendent of Schools) under the following conditions:

1. The courses must be either recommended by the administration or taken with the advance approval of the Superintendent.

- a. A planned program of study must be submitted, in writing, prior to the start of any courses.
2. The courses must lead to the improvement of the proficiency of the administrator.
3. It is expressly understood that this section shall not apply to courses which are included in determining an administrator's level of professional preparation for salary purposes, nor to any course leading to any change in salary status.
4. In the event the administrator resigns from employment with the Board within three (3) years of receiving reimbursement for a course, the administrator will be responsible for reimbursing the Board for this tuition reimbursement benefit based on the following schedule:
 - a. An administrator who resigns within the first year of the three (3) year period: 100% repayment obligation.
 - b. An administrator who resigns within the second year of the three (3) year period: 66 2/3% repayment obligation.
 - c. An administrator who resigns within the third year of the three (3) year period: 33 1/3% repayment obligation.

ARTICLE XII
SCHEDULE OF PAYMENTS

- I. Paychecks will be paid on a bi-weekly basis for twelve (12) months, provided, however, the payments by the Board of Education shall not exceed twenty-six (26) paychecks for twenty-six (26) pay periods, nor shall the total amount of compensation exceed the administrators' compensation as set forth in the Administrators' Annual Salary Agreement.
- II. Wherever reference is made in this agreement to per diem compensation, the rate of such compensation shall be computed by dividing the administrator's annual rate by 200.
- III. The Board will provide for the direct deposit of administrators' bi-weekly paychecks at the administrators' option.

ARTICLE XIII
ANNUITY PLAN

Administrators shall be eligible to participate in a tax sheltered Annuity Plan and the 457 plan provided for municipal employees.

ARTICLE XIV
CREDIT UNION

The Board of Education agrees to deduct from administrators' salaries payments to the Housatonic Credit Union at the administrator's option.

ARTICLE XV
PERSONAL INJURY BENEFITS

I. In order to qualify for benefits under this section, the administrator must notify his/her principal or his/her supervisor, in writing, of the personal injury within seven (7) calendar days of the date of the occurrence.

II. Whenever an administrator is absent from school as a result of personal injury caused by an accident or assault (which is governed by Section 10-236a of the Connecticut General Statutes) arising out of and in the course of his/her employment, s/he shall be paid his/her full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for the period of such absence up to one calendar year from the date of the injury, in the case of a personal injury caused by accident, without having such absence charged to his/her annual or accumulated sick leave.

III. Whenever an administrator remains eligible to receive benefits under the Workers' Compensation laws after the provisions of subsection II above have been exhausted, in the case of a personal injury caused by accident, the Administrator may elect, in addition to any Workers' Compensation award, to charge all or part of such absence to his/her accumulated sick leave in order to assure the administrator his/her full pay for the period of such absence, up to and including the current year's sick day accrual plus all accumulated sick days.

IV. If an administrator is absent because of a communicable disease associated with childhood or traceable to contact made in school, the absence will not be charged against the administrator's sick leave, and s/he shall receive his/her full pay for the duration of the illness.

PART III - LEAVES OF ABSENCE

ARTICLE XVI
SICK LEAVE

I. Each administrator is to be notified of the total number of accumulated days of sick leave, at the commencement of each successive school year. In the absence of an objection by such administrator within the time period for filing a grievance, such calculation shall be conclusive and binding with respect to the administrator.

II. A day of absence shall be considered only as a day taken due to illness when school is in session.

III. When per diem pay deduction is made, it shall be calculated on the basis of one-two-hundred sixtieth (1/260th) part of the annual salary for a period of thirty (30) days beyond the accumulated sick leave.

IV. Each member of the administrative staff shall be entitled to eighteen (18) working days sick leave with full pay for each school year.

V. Unused sick leave shall be cumulative from year to year, so long as the administrator remains continuously in the service of the Board, up to 210 sick days for absences due to illness, unless increased by state statutes. A record of unused sick leave in excess of 210 days will be maintained. Any or all of these days beyond the legal accumulation may be granted by the Board on request and at the discretion of the Board to any administrator.

VI. In case an Administrator is absent because of illness, he or she shall receive full pay for each day absent, and these paid days are to be charged to the accumulated sick leave.

VII. When the duration of absence exceeds the accumulated sick leave enumerated in paragraph V. above, a per diem pay deduction shall be made for those days exceeding the accumulated sick leave unless the Board grants additional sick leave time to an administrator in accordance with paragraph V. The per diem pay deduction shall be calculated as outlined in Article XVI.

VIII. The above provision of accumulated sick leave shall not apply to leaves for sabbaticals or extended leaves of absence.

IX. All accumulated sick leave shall cease to exist on the day of retirement or termination of contract pursuant to Article X (Severance Pay).

X. In the case of prolonged illness beyond five (5) consecutive days an administrator may be asked to furnish a medical certificate stating the nature of the illness.

ARTICLE XVII
ABSENCE DUE TO EMERGENCIES IN THE IMMEDIATE FAMILY

I. When an administrator has to be absent because of critical illness of a member of the immediate family, such absences will be deducted from sick leave as outlined in Article XVI.

II. Absences due to a death in the administrator's immediate family (defined as spouse, parent, sibling, child, grandparent, grandchild, parent-in-law, brother/sister-in-law, daughter/son-in-law, step or foster child) shall be allowed, with pay for a period not exceeding five school days in each such case. Deduction for absence beyond this five (5) day period will be calculated as outlined in Article XVI, paragraph III.

III. Absences due to the death of near relative -- nephew, niece, aunt, uncle, cousin, will be allowed with pay for the day of the funeral.

IV. If circumstances require additional time beyond that prescribed in the above, further extension will be at the discretion of the Superintendent.

ARTICLE XVIII
PERSONAL DAYS

I. All administrators shall be entitled to four (4) days leave of absence with pay each school year for legal, business, religious, medical, educational, or family matters which require absence during school hours. These personal days shall be in addition to any sick leave accumulated.

II. Application for leave shall:

A. Be made to the immediate supervisor at least forty-eight (48) hours before taking such leave (except in the case of emergencies). The applicant shall specify one of the following reasons as the purpose of the leave: Legal, business, religious, medical, educational or family matters.

B. In the event that an administrator takes more than two (2) consecutive days of leave pursuant to this section, the Administrator shall first obtain written approval for such leave from the Superintendent of Schools, which approval shall not be arbitrarily or capriciously withheld.

III. These days shall not be granted prior to or immediately following holidays or vacations, or to extend the provisions of the sick leave article, unless requested in writing and approved by the Superintendent for good cause.

IV. For leaves of absence other than those covered by any portion of the article, the rate of deduction shall be in accordance with Article XVI, paragraph III.

ARTICLE XIX
JURY DUTY

Any administrator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between his/her professional salary and jury fee. Any administrator called for such jury duty shall cooperate fully with the Superintendent in an attempt to cancel or postpone such jury duty.

ARTICLE XX
CONFERENCE AND PROFESSIONAL LEAVE

A. When it is evident that convention or conference attendance or the observation of any activity in another school building or school system will contribute to the effectiveness of the instructional program, on the recommendation of the Superintendent, the Board of Education may grant convention or conference leaves or permission to observe an activity in another school building or school system to administrators without loss of pay. No administrator shall be required to attend a conference, workshop or convention, on weekends or holidays.

B. The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conventions, conferences, or other professional improvement sessions with the advance approval of the Board of Education.

ARTICLE XXI
EXTENDED LEAVES OF ABSENCE

A. When granted, these are to be without pay.

B. When an administrator returns to service after an extended leave of absence due to illness or convalescence, s/he shall be placed on the next step of the salary schedule, if upon the granting of the leave, the administrator had served more than one-half of the school year.

C. Such leaves may be granted at the discretion of the Board of Education only upon recommendation of the Superintendent for the following reasons:

1. Due to poor health beyond the period of accumulated sick leave.
2. Convalescence beyond the period of accumulated sick leave.

D. Other extended leaves of absence may be granted by the Superintendent at his/her discretion.

ARTICLE XXII
EXTENDED LEAVES OF ABSENCE FOR FURTHER STUDY

I. Such leave may be granted, without pay, at the discretion of the Superintendent.

II. An administrator on leave shall receive salary increment or step for the period of leave. Upon returning to active service in the system after a leave, the salary shall be that of the step on the schedule the administrator would receive had he or she not been absent from service to the system. If the administrator upon return qualifies for a higher classification, the proper transfer shall be made as provided for in the salary schedule, provided that the administrator completes, to the satisfaction of the Superintendent, the minimum number of credits set forth in Article XX or some alternative, approved program.

III. An administrator granted a leave of absence for study shall be required to sign a written agreement that he or she shall render at least one school year of service following his or her return to the school system.

IV. An administrator returning from a leave of absence for further study shall be restored to the same or comparable position held at the time the leave was granted unless otherwise agreed to by the administrator and Superintendent.

V. All rights, benefits and privileges of the administrator on leave of absence for further study shall continue in full force and effect during the leave at his/her own expense.

ARTICLE XXIII
GENERAL LEAVE

An administrator may be allowed leave at the discretion of the Superintendent, without loss of salary, to begin programs of study which result from foundation or scholarship grants, and which necessitate personal presence in advance of the close of school.

ARTICLE XXIV
EXCHANGE MEMBER LEAVE

In any other year administrators may voluntarily be exchanged for administrators from some other school administration district in the United States or in some foreign country. Such exchange shall be initially recommended by the Superintendent to the Board of Education, which shall recommend final action. All rights and privileges of the exchanged administrator shall continue in full force and effect during the exchange period.

ARTICLE XXV
MATERNITY LEAVE

I. Pregnancy and Childbirth

A. A certified administrator who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months.

B. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)

C. Accumulated sick leave shall be available for use during periods of such disability; provided, however, such sick leave shall not be available upon the expiration of six (6) weeks after the delivery of a child, except as outlined in paragraph D. of this subsection.

D. Any administrator who remains physically unable to work for a period beyond six (6) weeks past the date of delivery shall be required to prove the disability through a doctor's certification of inability to return to work due to physical illness or disability. If such continued disability is not proven, then the leave taken past the six (6) week period shall be made leave and without compensation.

E. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female employee is determined by her physician to be

disabled from performing the duties of her job because of pregnancy or conditions attendant thereto, provided application is made to the Board and the Board, in its discretion, grants that application.

F. If, upon submission of satisfactory medical evidence concerning the administrator's condition and upon the further submission of evidence satisfactory to the Superintendent that the administrator is able to resume her normal administrative teaching duties, the administrator shall be reinstated to a position generally comparable to the position held by the administrator prior to the commencement of the maternity leave, provided, taking into consideration the needs of the students and the best interest of the school system, that such a position is available.

G. Pregnancy or childbirth shall not be the basis for termination of employment, provided, however, that the failure of the Administrator to comply with any of the provisions hereunder will result in a forfeiture of all benefits under this policy, and such administrator shall be subject to immediate dismissal.

H. Following the birth of her child, an administrator may request family leave pursuant to the FMLA. FMLA provides up to twelve (12) weeks of unpaid leave, with continuation of benefits for qualified employees within a given twelve (12) month period, calculated from the date on which such leave commences. Any paid maternity/sick leave taken shall be counted towards the twelve weeks of available FMLA leave. In the event an administrator fails to return from FMLA leave, the Board has the right to recoup the cost of providing health insurance coverage during the leave.

II. Childrearing Leave

A. The commencement and the termination dates of the childrearing leave shall be mutually agreed upon by the administrator and the Superintendent.

B. Childrearing leave shall be without compensation.

C. No experience credit on the salary schedule shall be granted for the leave period.

D. During the period of childrearing leave, the Board shall not be obligated to pay for the administrator's fringe benefits, including insurance, but administrators on childrearing leave may, on their own option, and at their own expense, remain in the insurance group upon their own payment.

E. Failure of the administrator to apply for reinstatement in the system for the school year following the school year in which the childrearing leave is taken, shall be considered a resignation and will be so treated. An administrator on childrearing leave shall provide the Board with thirty (30) days notice of his/her intention to return to active service in order to be so reinstated.

III. Adoption

A. A certified administrator who adopts a child through the legal procedure prescribed by the Connecticut General Statutes shall submit a statement from the adoption agency or from the Probate Court in the district in which the adoption application is made, indicating the expected effective date of the adoption order, and a detailed explanation of the reasons which may affect the administrator's ability to continue in his/her normal employment subsequent to the effective date of the adoption order. Adoption leave, when granted, shall not exceed a period of three months (90 working days) from the date the leave is granted; provided, however, that these time limit provisions may be extended and become applicable to other legal adoptions, provided the circumstances are explained in writing to the Superintendent, and provided application is made to the Board and the Board, in its discretion, grants the application for an extension of the time limit. Where both the adoptive parents of the adopted child are certified administrators in the system, this leave shall be available to only one of them during the school year.

B. The commencement and termination dates of the adoption leave shall be at the discretion of the Superintendent, after consultation with the administrator and upon review of the legal documents, adoption agreement and any other material submitted in writing by the administrator

C. Adoption leave shall be without compensation.

D. No experience credit on the salary schedule shall be granted for the leave period.

E. During the period of adoption leave, the Board shall not be obligated to pay for the Administrator's fringe benefits, including insurance, but administrators on adoption leave may, on their own option, and at their own expense, remain in the insurance group upon their own payment.

F. Failure of the administrator to apply for reinstatement in the system for the school year following the school year in which the adoption leave is taken, shall be considered a resignation and will be so treated.

G. The administrator may be reinstated to a position generally comparable to the position held by the administrator prior to the commencement of the adoption leave; provided, taking into consideration the needs of the students and the best interests of the school system, that such a position is available.

H. Leaves caused by adoption or post-adoption child care shall not be the basis for termination of employment; provided, however, that the failure of an administrator to comply with all of the provisions hereunder will result in a forfeiture of all benefits under this policy, and such administrator shall be subject to immediate dismissal.

ARTICLE XXVI
MILITARY LEAVE

I. Each professional employee certified by the State Board of Education and employed by the Milford Board of Education who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by Section 27-103 of the 1967 supplement to the General Statutes, shall be entitled to absent him/herself from his/her duties or services while engaged in required field training in such reserve corps. No such employee shall be subjected by any person, directly or indirectly, by reason of such absence, to any loss of pay or loss or reduction of vacation or holiday privileges or be prejudiced by reason of such absence with reference to promotion or continuance in employment or to re-employment. The period of absence in any calendar year shall not exceed thirty (30) days.

II. Any professional employee certified by the State Board of Education and employed by the Milford Board of Education who leaves such employment for the purpose of entering the armed forces of the United States as defined in Section 27-103 of the 1967 supplement to the General Statutes, shall be re-employed by the Board of Education as hereinafter provided, provided s/he makes application for return to such employment within ninety days after s/he has received a certificate of honorable separation from the armed forces. The Board of Education shall employ such applicant in his his/her former position and duties if such employment is available; and if not, shall employ such applicant in an equivalent position for which s/he is qualified. Any employee returning to the employ of the Milford Board of Education as herein provided shall be credited with the period of such service in said armed forces to the same extent as though it had been a part of the term of employment by such Board of Education. This section shall not apply to any such employee who, because of voluntary re-enlistment, has been absent from the employ of such Board of Education for a period of more than three (3) years in addition to war service as defined in said Section 27-103 or compulsory service and the ninety day period as hereinbefore provided.

ARTICLE XXVII
AGENCY SHOP REQUIREMENT

I. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments.

II. Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the Association dues and assessments which have been established by the Association for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.

III. In the event that a member of the bargaining unit does not join the Association or pay the required service fee by the thirtieth (30th) day as required, that member shall be terminated, subject to the provisions of Section 10-151b of the Connecticut General Statutes. The Board of

Education shall institute the necessary procedures for termination provided the Association has complied with the following:

A. Sending written notice to the employee (copy to the Board of Education) that he/she has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter, and that a request for his/her termination was being made to the Board.

B. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his/her obligations and that it is an official request of the Association.

C. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

The Board shall deduct the service fee from the salary of non-members of the Association bi-weekly and remit the same to the Association treasurer.

ARTICLE XXVIII **SECURING SUBSTITUTE TEACHERS**

The present practice of securing substitutes through the automated SubFinder system should be continued.

ARTICLE XXIX **INDIVIDUAL RIGHTS**

I. The private and personal life of a member is not within the appropriate concern or attention of the Board except as it may interfere with the member's responsibilities to and relationships with students and/or the school system.

II. Members will be entitled to full rights of citizenship, and no religious or political activities of any member (provided such activities do not take place during his working hours) or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such member.

ARTICLE XXX **OTHER EMPLOYEE CONTRACTS**

A copy of all master contracts between the Board of Education and all organizations having collective bargaining agreements with the Board of Education shall be posted on the Board website.

ARTICLE XXXI
ADMINISTRATIVE ASSIGNMENTS, DISCIPLINE AND JUST CAUSE

- I. Assignments. If a change is to be made in a member's assignment, the member shall be notified by June 1, at the discretion of the Superintendent, under ordinary circumstances.
- II. Discipline. No administrator shall be disciplined or reduced in pay or status except for due and just cause.
- III. School Responsibility. No principal shall be assigned to, or be responsible for, more than one school.
- IV. Investigations. The outcome of any **investigation** involving an administrator will be conveyed to that administrator within a timely manner **from when the investigation is complete**. Discipline procedures shall also include investigation by outside agencies such as DCF.

ARTICLE XXXII
REDUCTION OF ADMINISTRATIVE STAFF/ELIMINATION OF POSITIONS

- I. It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this binding policy is adopted to provide a fair and orderly process should such eliminations become necessary.
- II. If in the Board's opinion it is necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative service within the Milford Public School System and certification.
 - A. If Milford service as an administrator is equal, the administrator with the later date of appointment by the Board of Education will be released first.
 - B. If both of these criteria are equal, the administrator with the least amount of Milford Service, including non-administrative service, will be released first.
 - C. If all of the above criteria are equal, the administrator with the least amount of teaching and administrative service outside of Milford will be released first.
 - D. If all of the above criteria are equal, the administrator with the least amount of military service will be released first.